



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CP13-107**

1. Agenda Item Number:

23

2. Council Meeting Date:

January 24, 2013

TO: MAYOR & COUNCIL

3. Date Prepared: January 7, 2012

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Ocotillo Water Reclamation Facility Process Facility Assessment

6. RECOMMENDATION: Staff recommends Council award a Professional Services Contract to Carollo Engineers, for Ocotillo Water Reclamation Facility Process Facility Assessment, Project No. WW1302-101, in an amount not to exceed \$260,470.

7. BACKGROUND/DISCUSSION: The Ocotillo Water Reclamation Facility (OWRF) was constructed in 1985 and expanded in 1995. The OWRF has undergone ongoing improvements to several unit processes, mechanical components and equipment nearing the end of useful life. The purpose of this assessment is to evaluate the condition and functionality of all key treatment processes and provide prioritized recommendations for additional improvements to maximize efficient operation of the facility. This assessment will also be utilized for programming of future projects to ensure OWRF meets the City's treatment needs and remains compliant with all Federal, State, County and City requirements.

8. EVALUATION: The selection process was followed in accordance with State law. Seven (7) Statements of Qualifications were received from qualified firms on September 18, 2012. The Selection Committee included the following members:

- Dara Griffith, Project Manager
- Kim Neill, Utilities Operations Manager
- Thomas Winter, Utility Systems Maintenance Superintendent
- Charles McDowell, Severn Trent/Project Operator
- Trace Baker, Chandler Resident

Carollo Engineers was selected based on experience, qualifications, project understanding and approach.

9. FINANCIAL IMPLICATIONS:

Cost: \$260,470

Savings: N/A

Long Term Costs: N/A

Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
611.3910.6817.6WW621	Wastewater Bond	Ocotillo Water Reclamation Facility Rehabilitation	Yes	\$260,470

10. PROPOSED MOTION: Move Council award a Professional Services Contract to Carollo Engineers, for Ocotillo Water Reclamation Facility Process Facility Assessment, Project No. WW1302-101, in an amount not to exceed \$260,470, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map, Contract

APPROVALS

11. Requesting Department


Kim Neill, Utility Operations Manager

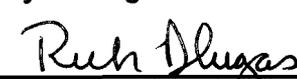
13. Department Head

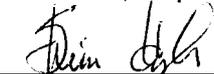

Dave Siegel, Municipal Utilities Director

12. Transportation & Development


Bob Fortier, Capital Projects Manager

14. City Manager


Rich Dlugas


Sheina Hughes, City Engineer



OCOTILLO WATER RECLAMATION FACILITY PROCESS ASSESSMENT PROJECT NO. WW1302-101



MEMO NO. CP13-107

 PROJECT AREA



PROFESSIONAL SERVICES CONTRACT

Project Name: Ocotillo Water Reclamation Facility Process Facility Assessment
Project No. WW1302-101

THIS AGREEMENT is made and entered into this _____ day of _____, 201____, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Carollo Engineers, Inc., a Delaware corporation, licensed to do business in the State of Arizona, hereinafter referred to as "CONSULTANT".

WHEREAS, the Mayor and City Council of the City of Chandler is authorized and empowered by provisions of the City Charter to execute contracts for professional services; and

WHEREAS, CONSULTANT represents that CONSULTANT has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATOR:

1.1 To provide the professional services required by this Agreement CONSULTANT shall act under the authority and approval of City Engineer or designee, (the Contract Administrator), who shall oversee the execution of this Agreement; assist the CONSULTANT with any necessary information, audit billings, and approve payments. The CONSULTANT shall channel reports and special requests through the Contract Administrator.

1.2 CITY reserves the right to review and approve any/all changes to CONSULTANT'S key staff assigned to the CITY project by the firm during the term of this Agreement.

2. SCOPE OF WORK:

CONSULTANT shall provide those services described in Exhibit A attached hereto and made a part hereof by reference.

3. ACCEPTANCE AND DOCUMENTATION:

Each task shall be reviewed and approved by CITY to determine acceptable completion. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Agreement, shall be and remain the property of CITY and shall be delivered to CITY before final payment is made to CONSULTANT.

4. FEE SCHEDULE:

For the services described in paragraph 2 of this Agreement, CITY shall pay CONSULTANT a fee not to exceed the sum of Two Hundred Sixty Thousand Four Hundred Seventy dollars (\$260,470) in accordance with the fee schedule attached hereto as Exhibit B and incorporated herein by reference.

5. TERM:

Following execution of this Agreement by CITY, CONSULTANT shall immediately commence work and shall complete all services described herein within One Hundred Twenty (120) calendar days from the date hereof.

6. TERMINATION FOR CAUSE:

This Agreement may be terminated by CITY for cause should the CONSULTANT fail to perform any provision of this Agreement, including without limitation, for any of the following reasons:

- (a) CONSULTANT abandons Work;
- (b) CONSULTANT assigns or attempts to assign its rights or obligations under this Agreement or any part thereof to any third-party (without the prior written consent of CITY;
- (c) CONSULTANT is adjudged bankrupt or insolvent, makes a general assignments for the benefit of creditors, has a trustee or receiver appointed for its property, or files a petition to take advantage of any debtor's act;
- (d) CONSULTANT fails or refuses to perform any obligation under the Agreement, or fails to remedy such nonperformance within seven (7) days after its occurrence;
- (e) CONSULTANT fails to comply with any applicable Laws and fails to remedy such nonperformance within seven (7) days after its occurrence;
- (f) CONSULTANT fails to achieve the required dates for performance required pursuant to the Agreement.

7. TERMINATION FOR CONVENIENCE:

CITY may at any time and for any or no reason, at its convenience, terminate this contract or any part of the services to be rendered pursuant thereto by written notice to CONSULTANT specifying the termination date. Immediately after receiving such notice, CONSULTANT shall discontinue advancing the work under this Contract and shall deliver to the CITY all drawings, notes, calculations, sketches and other materials entirely or partially completed, together with all unused materials supplied by the CITY.

CONSULTANT shall receive as compensation in full for services performed to date of such termination, a fee for the percentage of work actually completed. This fee shall be a percentage of CONSULTANT (S) fee described in this Contract under paragraph 3 and shall be in the amount to be agreed mutually by CONSULTANT and the CITY. The CITY shall make this final payment within sixty (60) days after CONSULTANT has delivered the last of the partially completed items.

8. OWNERSHIP OF INSTRUMENTS OF SERVICE UPON TERMINATION FOR CAUSE AND/OR FOR CONVENIENCE:

Upon Termination for Cause or for Convenience, the CITY shall have ownership of the Instruments of Service.

9. INDEMNIFICATION:

To the fullest extent permitted by law, CONSULTANT, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by CONSULTANT, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of CONSULTANT's and subcontractor's employees.

10. **INSURANCE REQUIREMENTS:**

1. General.

A. At the same time as execution of this Agreement, CONSULTANT shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.

B. CONSULTANT and any of its subcontractors, subconsultants or sublicensees shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect CONSULTANT from liabilities that might arise out of the performance of the Agreement services under this Agreement by CONSULTANT, its agents, representatives, employees, subcontractors, sublicensees or subconsultants and CONSULTANT is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the CONSULTANT from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of SubContractors: If any work is subcontracted in any way, CONSULTANT shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of CONSULTANT in this Agreement. CONSULTANT is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. CONSULTANT shall provide coverage with limits of liability not less than those stated below.

A. Commercial General Liability-Occurrence Form. CONSULTANT must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability: CONSULTANT must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on CONSULTANT owned, hired, and non-owned vehicles assigned to or used in the performance of CONSULTANT's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. Workers Compensation and Employers Liability Insurance: CONSULTANT must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONSULTANT employees engaged in the performance of work or services under this

Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

D. Professional Liability. If the Agreement is the subject of any professional services or work performed by CONSULTANT, or if CONSULTANT engages in any professional services or work adjunct or residual to performing the work under this Agreement, CONSULTANT must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the CONSULTANT, or anyone employed by CONSULTANT, or anyone whose acts, mistakes, errors and omissions the CONSULTANT is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and CONSULTANT, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

3. Additional Policy Provisions Required.

A. Self-Insured Retentions Or Deductibles. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

B. City as Additional Insured: The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, CONSULTANT including the City's general supervision of the CONSULTANT; Products and Completed operations of CONSULTANT; and automobiles owned, leased, hired, or borrowed by CONSULTANT.

2. CONSULTANT's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.

3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by CONSULTANT even if those limits of liability are in excess of those required by this Agreement.

4. CONSULTANT's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by CONSULTANT and must not contribute to it.

5. CONSULTANT's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Coverage provided by CONSULTANT must not be limited to the liability assumed under the indemnification provisions of this Agreement.

7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by CONSULTANT for the City.

8. CONSULTANT, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. CONSULTANT must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the CONSULTANT must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.

11. ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.

12. CONFLICT OF INTEREST:

CONSULTANT stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

Pursuant to A.R.S. Section 38-511, CITY may cancel this Agreement within three (3) years after its execution, without penalty or further obligation by CITY if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of CITY is, at any time while this Agreement is in effect, an employee of any other party to this Agreement in any capacity, or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement

13. ARIZONA LAW, JURISDICTION AND VENUE, AND FEES AND COSTS:

13.1 Arizona Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

13.2 Jurisdiction and Venue. The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

13.3 Fees and Costs. Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

14. ARIZONA LAW:

This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

15. REQUIRED COMPLIANCE WITH ARIZONA PROCUREMENT LAW:

Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Consultant hereby warrants to the City that the Consultant and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty (Exhibit C) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

The City retains the legal right to inspect the papers of any Consultant or Subcontractor employee who works on this Contract to ensure that the Consultant or Subcontractor is complying with the Consultant Immigration Warranty. The Consultant agrees to assist the City in the conduct of any such inspections.

The City may, at its sole discretion, conduct random verifications of the employment records of the Consultant and any Subcontractors to ensure compliance with Consultants Immigration Warranty. The Consultant agrees to assist the City in performing any such random verifications.

The provisions of this Article must be included in any contract the Consultant enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Consultant or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

In accordance with A.R.S. §35-393.06, the Consultant hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391.06, the Consultant hereby certifies that the offeror does not have scrutinized business operations in Sudan.

16. NOTICES:

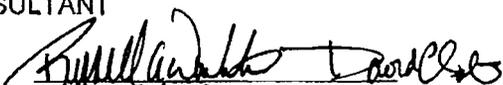
All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this _____ day of _____

201
CITY OF CHANDLER

CONSULTANT

Department Head/Designee Date

By: 
Title: Executive Vice President VICE PRESIDENT

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
Phone: 480-782-3307
FAX: 480-782-3355

ADDRESS FOR NOTICE
Carollo Engineers
4600 E. Washington Street, Ste. 500
Phoenix, AZ 85034
Phone: 602-263-9500
FAX: 602-265-1422

APPROVE AS TO FORM

ATTEST: If Corporation

City Attorney by: 

Secretary

ATTEST: _____

City Clerk

SEAL

EXHIBIT A SCOPE OF WORK

BACKGROUND

The purpose of this project is to perform an assessment of the condition and functionality of all key treatment processes at the Ocotillo Water Reclamation Facility (OWRF). The resulting recommendations will establish a roadmap for potential improvements and/or corrective actions at the facility for the next five to seven fiscal years.

SCOPE OF SERVICES

The Scope of Work to be performed as part of the project consists of the following services:

- Project Management
- Process Facility Assessment
 - Review of Existing Conditions and Documents
 - Field Investigations
 - Opinion of Probable Cost Development
 - Summary Report Development
- Additional Allowances – Geotechnical investigation and survey

TASK 1 – PROJECT MANAGEMENT

Project management and coordination will be ongoing throughout the Project and will include monthly invoicing and progress reporting along with meetings/workshops with the City and any other relevant stakeholders.

Task 1.1 - Monthly Progress Reports and Invoices

Provide monthly written status reports to the City that will accompany and supplement monthly invoices. These reports will provide a narrative summary of progress on the Project, including budget and schedule status. The report will discuss work completed on the Project for the reporting period and anticipated work for the next period, as well as critical decisions, action items or outstanding information that may impact the project completion. Any out-of scope work will also be identified in this progress report. Additionally, provide brief weekly project updates via email to the City's project manager.

Task 1.2 – Project Kickoff Meeting & Facility Operations Workshop

The CONSULTANT will attend a kickoff meeting with the City to initiate work on the project. In an effort to increase efficiency, this meeting will be performed in conjunction with an initial facility operations workshop. The goal of the kickoff meeting will be to discuss the project goals, proposed schedule, identify the key personnel, and the lines of communication for the project. The facility operations workshop portion will consist of initial discussions on the performance of all treatment processes, capital improvement program budgets, and a detailed facility walkthrough with the operations staff. The CONSULTANT will prepare an agenda to be distributed prior to the meeting, and will develop and distribute minutes within one (1) week after the meeting/workshop is completed.

Task 1.3 – Quality Management (QM)

The CONSULTANT shall provide quality control reviews of work product and deliverables throughout the duration of the project. Each deliverable will undergo a formal internal quality review prior to issuance. The technical review team will provide feedback in accordance with the established standards at the identified key milestones and prior to the issuance of deliverables to maintain the quality of the work. The deliverables will be updated with the review comments prior to issuance to the City.

In addition to review of deliverables, the CONSULTANT will also perform a peer review during the development of the report deliverables to assist in ensuring the project direction; progress and schedule are consistent with the established goals for the project. CONSULTANT personnel outside of the core project team, with specific experience in wastewater design, operations, and maintenance will be identified as a peer review team providing oversight throughout the Project.

Good communication is an integral component of the CONSULTANT's quality management strategy. Open lines of communication within the project team will reduce the need for changes in work product, minimize the opportunity for mistakes and help maintain schedules. Open communication with the City will also help minimize risks to the Project and will allow involvement of the City in the decision-making process as well as the review process.

These Quality Management measures will allow the CONSULTANT to meet project goals while staying on schedule, within budget, and within the scope and standard care of the profession.

(Note: The proposed key Project Team members will remain committed to the project in their assigned roles throughout the duration of the work effort. Changes in key personnel will not be made without prior, written approval of the City.)

TASK 2 – PROCESS FACILITY ASSESSMENT

Under this task, the CONSULTANT will work with the City to gather the information necessary to perform the process facility assessment for the OWRF. The assessment will consist of collaborative field investigations, a desktop analysis of biological and hydraulic data, review of existing WRF documents, development of potential improvements for consideration, opinions of probable costs, prioritization of findings, report development, and interactive workshops to discuss findings.

Task 2.1 – Review of Existing Conditions and Documents

The City will provide the CONSULTANT with all available OWRF planning, as-built, and operations and maintenance documents, biological and flow data, and current capital improvements program budgets. The CONSULTANT will review and evaluate to confirm treatment capacity and current operational efficiency. This information will serve as a baseline for the development and prioritization of improvements.

Task 2.2 – Develop Overall Process Model and Hydraulic Model

As part of this task, the CONSULTANT will develop biological process models and/or hydraulic models to perform the necessary evaluations for the Project. Should existing models exist the CONSULTANT will use these models as a baseline to increase efficiencies.

Task 2.3 – Field Investigation

The CONSULTANT will visit the OWRF to conduct detailed field investigations, together with the City's operation's and management staff, to observe each key process facility in operation and assess the general working condition and operational efficiency of major equipment. The CONSULTANT's team will include personnel with expertise in the following areas: mechanical, structural, electrical, instrumentation and controls, and process engineering, as well as construction and cost estimation. It is anticipated that up to two (2) 4-hour site visits may be required to complete the thorough field investigations of the facility. The CONSULTANT will develop a matrix (or other form of documentation acceptable to the City) to summarize findings and compare the condition and current operational efficiency of each process facility.

Task 2.4 – Develop Facility Improvements

Based on the results of the review of existing documents, desktop analysis, and field investigation, the CONSULTANT will develop a comprehensive list of facility improvements and corrective actions to improve process performance, facility conditions, and efficiencies. This task will include preliminary equipment identification and basic design concepts to support the recommendations and assist in development of accurate preliminary opinions of probable costs (see Task 2.5).

Task 2.5 – Develop Opinion of Probable Costs for General Recommendations

The CONSULTANT will develop Level IV (-30% to +50%) opinions of probable costs for each of the facility improvements identified in Task 2.4 to facilitate in the prioritization of facility improvements. Costs and associated prioritization will be reviewed with City staff to promote concurrence from all stakeholders, and for use in Capital Improvements Projects (CIP) planning.

Task 2.6 – Develop Design/Opinion of Probable Costs for Higher Priority Improvements

The CONSULTANT will develop Level III (-15% to +30%) opinions of probable cost for the three (3) highest-ranking priority facility improvements (following prioritization and accepted by the City). This will be achieved through the development of a 20% design for each of the three (3) priority projects. Efforts will include preparation of basic design sketches and equipment/materials of construction selection.

Task 2.7 – Draft Report Development and Workshop

The CONSULTANT will develop a draft report to summarize the findings from the assessment and the prioritization of recommended projects based on the available capital improvement projects budget for the upcoming 5 to 7 fiscal years. The CONSULTANT will prepare and attend a workshop with the City to review the draft report. The CONSULTANT will prepare an agenda to be distributed prior to the meeting, and will develop and distribute minutes within one (1) week after the meeting/workshop is complete.

Task 2.8 – Final Report Development and Presentation

The CONSULTANT will compile the comments and feedback received as part of the draft report workshop and the City and CONSULTANT's QM Review Processes. The CONSULTANT will provide electronic PDF copies via email and five (5) bound hard copies of the Final Report. The CONSULTANT will meet with the City leadership to summarize the final report in a presentation format and provide the noted copies.

ALLOWANCE NO. 1 – SURVEY AND GEOTECHNICAL SERVICES

The CONSULTANT will provide survey and geotechnical services to facilitate the implementation of selected process facility improvements and/or corrective actions identified by the City. Survey and geotechnical investigations will be performed as necessary to perform analysis and support cost estimation. The CONSULTANT will provide a fee for the requested services and receive approval from the City prior to commencing the work.

ALLOWANCE NO. 2 – REIMBURSABLE EXPENSES

The CONSULTANT will apply direct reimbursable expenses occurring on the project including mileage, printing, and delivery costs to Allowance No. 3. The reimbursable expenses will be invoiced to the City at cost.

PROJECT ASSUMPTIONS

The following assumptions are considered inclusive to this Scope of Services:

1. The City will provide the CONSULTANT with the existing As Built drawings for the OWRF, where possible, digital format is preferred.
2. The City will provide the CONSULTANT with the previous planning, preliminary and final design documents and master planning reports associated with the OWRF, including geotechnical and drainage reports.
3. The City will provide the CONSULTANT with all available biological process and flow data necessary to perform the scoped process, biological process and hydraulic modeling of the OWRF, or access to perform testing and analysis.
4. The City will provide the CONSULTANT with existing Operations and Maintenance manuals for the OWRF in electronic PDF or hard copy format.
5. The City will provide the CONSULTANT with the Capital Improvement Plan Budget Financial Data for the OWRF for the determined evaluation period to be used as the basis of the assessment.
6. Facility master planning studies are not part of this Scope of Services.
7. Survey and Geotechnical services to assist in development of recommended improvements have been included as Allowance No. 1, and will be executed only at the request of the City. Should necessary existing geotechnical and survey data of the OWRF be available; these services have been included as Allowance No. 1, and will be executed only at the request of the City.

**EXHIBIT B
FEE SCHEDULE**

TASK	DESCRIPTION	SUBTOTAL COSTS
1	PROJECT MANAGEMENT	\$ 14,120
1.1	Monthly Progress Reports and Invoices	\$ 1,700
1.2	Project Kickoff Meeting & Facility Operations Workshops	\$ 5,800
1.3	Quality Management	\$ 6,620
2	PROCESS FACILITY ASSESSMENT	\$ 183,850
2.1	Review of Existing Conditions and Documents	\$ 11,570
2.2	Develop Overall Process Model and Hydraulic Model	\$ 23,480
2.3	Field Investigation	\$ 24,680
2.4	Development Facility Improvements	\$ 30,460
2.5	Develop Opinion of Probable Costs for General Recommendations	\$ 16,560
2.6	Develop Design/Opinion of Probable Costs for Higher Priority Improvements	\$ 54,900
2.7	Draft Report Development and Workshop	\$ 17,780
2.8	Final Report Development and Presentation	\$ 4,420
	SUBTOTAL	\$ 197,970
1	Survey & Geotechnical Services Allowance	\$ 60,000
2	Reimbursable Expenses Allowance	\$ 2,500
	ALLOWANCES SUBTOTAL	\$ 62,500
	TOTAL	\$ 260,470

EXHIBIT C

Consultant Immigration Warranty
To Be Completed by Consultant Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the Consultant and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the Consultant shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Project Number/Division: WW1302-101		
Company Name (as listed in the contract):		
Street Name and Number:		
City:	State:	Zip Code:

I hereby attest that:

1. The Consultant complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees; and
3. The Consultant has identified all Consultant and subcontractor employees who perform work under the contract and has verified compliance with Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

Signature of Consultant (Employer) or Authorized Designee:



Printed Name: Russell A. Wachter

Title: Executive Vice President

Date (month/day/year): 1/9/2013