

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into on the 24th day of April, 2014, by and between the City of Tempe, an Arizona municipal corporation (“City”), and **Stantec Consulting Services, Inc.**, a New York corporation (“Consultant”).

City engages Consultant to perform professional services for a project known and described as **Sewer Siphon Evaluation – Scottsdale Road and 48th Street**, Project No. **3207061** (“Project”).

1. SERVICES OF CONSULTANT

Consultant shall perform the following professional services to City in conformance with applicable professional standards and in accordance with the degree of care and skill that a registered professional in Arizona would exercise under similar conditions:

- 1.1. Consultant shall provide engineering services, as described in Exhibit “A” attached.
- 1.2. Consultant has assigned Noel Guercio as the project manager for this Contract. Prior written approval by City is required in the event Consultant needs to change the project manager. Consultant shall submit the qualifications of the proposed substituted personnel to City for approval prior to any substitution or change.
- 1.3. Consultant shall prepare and submit a detailed opinion of probable cost of the Project.
- 1.4. Consultant shall follow and comply with the Arizona Utility Coordinating Committee’s Public Improvement Project Guide and the City’s Utility Permit and Construction Manual, latest revisions, as directed by City.
- 1.5. Consultant shall prepare plans and technical specifications per the requirements of the applicable chapters of the City’s Engineering Design Criteria Manual, latest revision, and the Maricopa Association of Governments (MAG) Uniform Standard Details for Public Works Construction as amended by City. All plans shall be prepared on CADD as required by City. The final original plans shall be submitted on 3 ml double matte black line mylar and shall be 24” x 36” in size.
- 1.6. Consultant shall submit all final construction documents in both hard copy and electronic format. Plans shall be MicroStation or AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software version used shall be compatible to current City standards. Other support documents, for

example, structural calculations, drainage reports and geotechnical reports, shall be submitted in hard copy only.

- 1.7. Consultant shall obtain all necessary permits and licenses required for the performance of its work. Failure of Consultant to obtain said permits prior to the commencement of its work shall constitute a breach of this Contract.
- 1.8. Consultant shall perform the work in a manner and at times which do not impede or delay City's operations and/or functions.
- 1.9. Consultant shall be solely responsible for any repair, replacement, remediation and/or clean-up of any damage done by Consultant including any impairment of access to City or other lawful invitees, by such work performed on this Project.

2. TERM OF CONTRACT

Consultant shall complete all services by November 28, 2014. In the event delays are experienced beyond the control of Consultant, the schedule may be revised as determined by City in its sole discretion, and pursuant to Section 3, Consultant's Compensation.

3. CONSULTANT'S COMPENSATION

3.1. The method of payment for this Contract is payment by installments. Total compensation for the services performed shall not exceed \$393,000.00, unless otherwise authorized by City.

3.2. Payment for this Contract shall be based on the following Budget Schedule:

<u>Task Description</u>	<u>Method</u>	<u>Amount</u>
Preliminary Design/Assessment	Hourly Not to Exceed	\$34,506.00
Design Services	Lump Sum	\$154,163.00

<u>Allowances</u>	<u>Method</u>	<u>Amount</u>
Sub-consultant Services	Not to Exceed	\$204,331.00
Total Compensation Not to Exceed:		\$393,000.00

3.3. City shall pay Consultant by installments, each installment based upon monthly progress reports and related, detailed invoices submitted by Consultant. Submittals shall be based on the Budget Schedule and shall include supporting documentation for all Allowances. Invoices shall include job titles and hourly rates when applicable. Hourly rates are established in the attached Exhibit "A" incorporated hereby by this reference and are in effect for the entire Contract term unless City provides written authorization for an hourly rate increase. Consultant

shall not exceed any of the specified budget amounts for any Task or Allowance without prior written authorization from City. City may provide written authorization for the transfer of budget amounts between any of the Tasks or Allowances provided the total Contract amount does not exceed the amount indicated in Section 3.1.

- 3.4. If detailed invoice(s) and progress report(s) are approved by City, installment payments will be made within thirty (30) days after City's approval.
- 3.5. Consultant acknowledges and agrees that invoices shall be submitted to City for review and approval no more than sixty (60) days after work or services have been performed. City reserves the right to deny in whole or in part, payment to Consultant, including but not limited to, fees and expenses contained in any invoice not received by the City within sixty (60) days of the date such work or services were performed. This in no way shall be construed to waive or diminish City's rights and remedies for otherwise withholding funds under Arizona law.

4. CITY'S RESPONSIBILITIES

- 4.1. City shall designate a project manager during the term of this Contract. The project manager has the authority to administer this Contract and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by City on any aspect of the work shall be directed to the project manager.
- 4.2. City shall review requests for information related to the Project by Consultant and will endeavor to provide a prompt response to minimize delay in the progress of Consultant's work. City will also endeavor to keep Consultant advised concerning the progress of City's review of the work. Consultant agrees that City's inspection, review, acceptance or approval of Consultant's work shall not relieve Consultant of its responsibility for errors or omissions of Consultant or its subconsultant(s).
- 4.3. Unless included in Consultant's services as identified in Section 1, City may furnish with or without charge, upon Consultant's reasonable request, the following information to the extent it is within City's possession or control:
 - 4.3.1. One copy of its maps, records, laboratory tests, survey ties, and benchmarks, or other data pertinent to the services. However, Consultant shall be solely responsible for searching the records and requesting specific drawings or information and independently verifying said information.
 - 4.3.2. Available City data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.

4.3.3. When required, title searches, legal descriptions, detailed ALTA Surveys, and environmental assessments.

5. TERMINATION AND DEFAULT

- 5.1. City shall be entitled to terminate this Contract at any time, in its discretion. In addition, City may terminate this Contract for default, non-performance, breach or convenience, or abandon any portion of the Project for which services have not been fully or properly performed by Consultant. Termination shall be commenced by delivery of written notice delivered to Consultant, personally or by certified mail at 8211 S. 48th Street, Phoenix, Arizona 85044. Termination shall be effective upon fourteen (14) days of delivery of notice to Consultant. In addition, this Contract may be terminated pursuant to A.R.S. § 38-511.
- 5.2. Upon the occurrence of Consultant's default, non-performance or breach of the Contract, City may recover any and all damages permitted by law or in equity against Consultant, in addition to termination of the Contract, including but not limited to compensatory damages, together with all costs and expenses as set forth in Section 12 herein.
- 5.3. In the event of Consultant's default, non-performance or breach, City agrees to, before exercising any right or remedy available to it, give Consultant written notice of the default, non-performance or breach. For the thirty (30) days following such notice, Consultant shall have the right to cure such default, non-performance or breach.
- 5.4. If Consultant fails to cure, immediately after receiving notice of termination from City, Consultant shall discontinue performance under this Contract and proceed to close said operations under this Contract. Consultant shall submit a detailed breakdown of completed work to City for evaluation. City shall have the right to inspect Consultant's work to analyze the services completed. Payment to Consultant shall be determined by City upon approval or disapproval of the services completed as of the date of delivery of notice of termination, and pursuant to Section 5.9.
- 5.5. Within ten (10) days of receipt of notice of termination as set forth herein, Consultant shall deliver to City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by Consultant under the Contract, entirely or partially completed, together with all unused materials supplied by City.
- 5.6. In the event of such termination or abandonment, Consultant shall be paid only for those services performed in a good and workmanlike manner, in accordance with all plans, specifications and governmental requirements completed prior to receipt of said notice of termination, subject to approval by City. To the extent

permitted by this Contract, such payment may include reimbursable expenses then incurred by Consultant, in City's sole discretion.

- 5.7. If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by Consultant as determined and approved by City based upon the scope of work set forth in Exhibit "A." However, in no event shall the fee exceed that set forth in Section 3 of this Contract.
- 5.8. City shall make a determination as to approval or denial of any requested final payment within sixty (60) days after Consultant has delivered the last of the completed items and the final appraisal has been submitted to City.
- 5.9. The parties agree that in the event of any damages suffered by City as a result of any inexcusable delay, default, non-performance or breach by Consultant, Consultant agrees to reimburse City ten percent (10%) of the Contract amount per Section 3.1 for damages caused by its delay. This sum may be deducted from Consultant's payment or anticipated payment for failure to deliver and/or perform as specified. No premium will be awarded to Consultant for delivery and/or performance within the Contract term. Waiver by City of any of the provisions contained in this Section 5.9, or by way of the extension of the Contract term, shall in no way be deemed to waive or diminish City's rights available by law or in equity under the Contract.

6. INSURANCE

Without limiting any obligations or liabilities, Consultant, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms reasonably satisfactory to City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from City.

6.1. General Clauses

- 6.1.1. Additional Insured. The insurance coverage, except workers' compensation and professional liability, required by this Contract, shall name City, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded Consultant shall be primary insurance, and that any self insured retention and/or insurance coverage carried by City or its employees shall be excess coverage, and not contributory coverage to that provided by Consultant. This provision and the naming of the City as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).

- 6.1.2. Coverage Term. All insurance required herein shall be maintained in full force and effect until services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so shall constitute a material breach of this Contract.
- 6.1.3. Primary Coverage. Consultant's insurance shall be primary insurance as respects City, and any insurance or self insurance maintained by City shall be in excess of Consultant's insurance and shall not contribute to it.
- 6.1.4. Claim Reporting. Consultant shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect City.
- 6.1.5. Waiver. The policies for workers' compensation and general liability shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work of Consultant.
- 6.1.6. Deductible/Retention. The policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Consultant shall be solely responsible for deductible or self-insured retentions and City may require Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.1.7. Policies and Endorsements. City reserves the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.
- 6.1.8. Certificates of Insurance. Prior to commencing services under this Contract, Consultant shall furnish City with certificates of insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract by referencing the Project number and/or Project name and shall provide for not less than thirty (30) days advance written notice by certified mail to City of cancellation or termination of insurance.
- 6.1.9. Subconsultants/Contractors. Consultant shall include all subconsultants and subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant and subcontractor.

- 6.2. Workers' Compensation. Consultant shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case services under this Contract are subcontracted, Consultant shall require all subconsultant(s) to provide workers' compensation and employer's liability to at least the same extent as provided by Consultant.

- 6.3. Automobile Liability. Consultant shall carry commercial/business automobile liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of Consultant services. Coverage will be at least as broad as coverage Code 1 "any auto" (Insurance Service Office policy form CA 0001 1/87 or any replacements thereof). Such coverage shall include coverage for loading and unloading hazards.

- 6.4. Commercial General Liability. Consultant shall carry commercial general liability insurance with a combined single limit of not less than \$1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office policy form CG 0002 1-11-88 or any replacement thereof.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a "severability of interests" provision (also known as "cross liability" and "separation of insured").

- 6.5. Professional Liability. Consultant retained by City to provide the engineering services required by the Contract will maintain professional liability insurance covering errors and omissions arising out of the services performed by Consultant or any person employed by it, with an unimpaired limit of not less than \$1,000,000 each claim and \$1,000,000 all claims, or 10% of the construction budget, whichever is larger. In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of services as evidenced by annual certificates of insurance.

- 6.6. Property Coverage – Valuable Papers. Consultant shall carry property coverage on all-risk, replacement cost, agreed amount form with valuable papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or

other similar data relating to the services of Consultant used in the completion of this Contract.

7. HEALTH INSURANCE REQUIREMENTS

- 7.1. Consultant must certify that it has or will offer health insurance to all eligible employees working on services set forth in this Contract prior to the performance of any work or services. An affidavit certifying such offering must be signed in a form approved by City. All required health insurance must be maintained during the entire time of the Contract with City. Health insurance pursuant to this Section 7 is not required for temporary employees or students working part-time who are enrolled in a recognized educational institution.
- 7.2. The health insurance requirements herein shall apply to all of Consultant's eligible employees directly involved with the services set forth in this Contract, including support and administrative personnel.
- 7.3. Any and all complaints concerning violations of the health insurance requirements shall be filed, in writing, with the City's Public Works Department, within thirty (30) days from discovery of a potential violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.
- 7.4. Penalties for failing to comply with this Section 7 include, but are not limited to the following: Consultant may be barred from bidding on, or entering into any Public Works contract with City for a period of three (3) years from the execution of the Contract.
- 7.5. All Consultants subject to the health insurance requirements shall post in English, notice of the health insurance requirements at their office and at the job site.

8. WORK FOR HIRE AND OWNERSHIP OF DELIVERABLES

- 8.1. Consultant shall ensure that all the results and proceeds of Consultant's and any and all work on the Project and any related projects, including that of all agents, employees, officers, and contractors, shall be owned by City, including the copyright thereto, as work for hire. In the event, for any reason, such results and proceeds are not deemed work for hire, Consultant shall be deemed hereby to have assigned to City all of its right, title and interest in such results and proceeds and content to City, without limitation.

- 8.2. All work products (electronically or manually generated), including but not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect all final drawings, and other related products which are prepared in the performance of this Contract, are the property of City and are to be delivered to City on the particular type of storage media on which they are stored (e.g. CD, thumb drive, etc.) before the final payment is made to Consultant. City shall retain ownership of these original works. If approved in writing by City, Consultant may retain the originals and supply City with reproducible copies of the work.

9. CONFLICT OF INTEREST

- 9.1. Consultant agrees to promptly disclose any and all financial and/or economic interest in the property, or any property affected by the work, or the Project itself other than as set forth herein, existing prior to the execution of this Contract. Further, Consultant agrees to promptly disclose any financial or economic interest in the Project property or any property affected by the work, if Consultant gains such interest during the course of this Contract.
- 9.2. If Consultant gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of City.
- 9.3. Consultant shall not engage the services on this Contract of any present or former City employee who was involved as a decision-maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this Contract.
- 9.4. Consultant agrees that it shall not perform services on this Project for any other contractor, subcontractor, or any supplier, other than City. In addition, Consultant shall not negotiate, contract, or make any agreement with a contractor, subcontractor, or any supplier with regard to any of the work under this Contract, or any services, equipment or facilities to be used on this Project other than with City.

10. COVENANT AGAINST CONTINGENT FEES

Consultant affirms that it has not employed or retained any company or person, other than a bona fide employee working for Consultant to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, City may terminate this Contract without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

11. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless City, its agents, officers, officials, and employees from and against all claims, damages, losses, liability and/or expenses, relating to, or arising out of, the negligent acts, errors, mistakes or omissions in the work, services, or professional services of Consultant, its agents, employees, or any other person for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services Consultant may be deemed legally liable in the performance of this Contract, or any breach of the Contract. Consultant's duty herein shall arise in connection with any and all claims for damage, loss, liability and/or expenses attributable to bodily injury, sickness, disease, death, or injury to, impairment or destruction of any person or property including loss of use resulting therefrom. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. DISPUTE RESOLUTION

In the event of a dispute concerning or in any way connected to the Contract or subject Project, the parties agree that the unsuccessful party shall pay to the prevailing party a reasonable sum for attorneys' fees, including taxable and non-taxable costs, fees, costs and disbursements of experts, professionals, paralegals, whether at trial, appeal and/or in bankruptcy court, all of which will be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. In addition, should City retain and/or utilize legal counsel as a result of a breach by Consultant of any term, covenant or provision of this Contract, in addition to paying any recovery owed to City and/or performing any obligation remaining to be performed, in order to fully cure such breach or default, Consultant shall reimburse City for reasonable attorneys' fees, taxable and non-taxable costs and disbursements, incurred by City in enforcing Consultant's obligations, whether or not a legal action is commenced, including but not limited to the cost of preparing and presenting default notices, demand letters and similar non-judicial enforcement activities.

13. ADDITIONAL SERVICES

Additional services which are outside the scope of basic services contained in this Contract shall not be performed by Consultant without prior written authorization from City, at City's sole discretion. Additional services, when authorized by an executed contract or an amendment to this Contract shall be compensated for by a fee mutually agreed upon between City and Consultant.

14. PROHIBITION ON ASSIGNMENT

This Contract and all duties and obligations of Consultant set forth in this Contract shall not be assignable except by prior written consent of City, and such prohibition shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of Consultant.

15. MISCELLANEOUS PROVISIONS

- 15.1. Lawful Presence in the United States. Pursuant to A.R.S. §1-502, any individual/sole proprietor who applies for local public benefits by signing this Contract shall also sign a sworn affidavit (Exhibit B) and present one of the documents listed on the affidavit to verify lawful presence in the United States. This Contract shall not be fully executed by the City if the individual/sole proprietor fails to sign the affidavit and present one of the listed documents.
- 15.2. Equal Opportunity. City is an equal opportunity, affirmative action employer. Consultant hereby covenants for itself, its employees, agents, assigns and all persons claiming under or through it, that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, creed, religion, ancestry, national origin, physical or mental disability, age, sex, gender, sexual orientation, gender identity, marital status, or veteran status with regard to discharging obligations under this Contract. Consultant covenants and agrees that it will comply in all respects with the applicable provisions of the Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, and any other applicable state and federal statutes governing equal opportunity. Consultant agrees to post hereinafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting for the provisions of this clause.
- 15.3. Antidiscrimination. Consultant shall not refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Consultant shall provide a copy of its antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance (Exhibit C).
- 15.4. Legal Compliance. Consultant agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Consultant acknowledges that a breach of this warranty is a material breach of this Contract and Consultant is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all consultants, subconsultants and sub-subconsultants performing work and/or services relating to the Contract to ensure compliance

with this warranty. Any and all costs associated with City inspection are the sole responsibility of Consultant. Consultant hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

- 15.5. Specially Designated Nationals and Blocked Persons List. Consultant represents and warrants to City that neither Consultant nor any affiliate or representative of Consultant (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order No. 13224, 66 Fed.Reg. 49079 (“Order”); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s); (iii) is engaged in activities prohibited in the Order; or (iv) has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

Consultant further agrees to include the provisions set forth in Sections 15.1 through 15.4 in any and all subcontracts hereunder. Any violation of such provisions shall constitute a material breach of this Contract.

- 15.6. Effective Date. This Contract shall be in full force and effect only when it has been approved by the City Council of the City of Tempe, Arizona and when executed by the duly authorized City officials and the duly authorized agent of Consultant.
- 15.7. Governing Law. This Contract shall be governed and interpreted by the laws of the State of Arizona.
- 15.8. Exhibits. All exhibits attached to this Contract are made a part of and are incorporated into, this Contract. If any inconsistencies exist between this Contract and any exhibit hereto, the terms of this Contract shall govern.
- 15.9. Force Majeure. Any prevention, delay or stoppage of this Project for a cause beyond the reasonable control of Consultant due to acts of God, acts of war or terrorism, fire or other casualty, shall, notwithstanding anything to the contrary contained herein, excuse the performance of Consultant, for a period equal to such prevention, delay or stoppage. For purposes of this Section 15.9, a cause shall not be deemed beyond a party’s control if it is within the control of such party’s agents, employees, assigns, contractors or subcontractors.
- 15.10. Entire Agreement. This Contract contains all of the agreements of the parties with respect to the Project and related matters, and no prior agreement, negotiations, postings, offerings, or understanding pertaining to any such matter shall be effective for any purpose unless expressly contained herein.

- 15.11. Consultant's Good Standing. Consultant hereby warrants and represents that it is a New York corporation, licensed to do business in the state of Arizona and currently in good standing, and that it is not now in violation of any agreement, instrument, contract, law, rule or regulation by which Consultant is bound.
- 15.12. Independent Contractor. Nothing contained in this Contract shall be deemed or construed by the parties hereto or otherwise, to create the relationship of principal and agent, partnership, joint venturer, employer and employee, or any association between City and Consultant. Consultant is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to Consultant hereunder or for any and all services or materials provided by or rendered to Consultant hereunder in connection with the work set forth in this Contract.
- 15.13. Severability. If any provision of this Contract shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and every other term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- 15.14. Time is of the Essence. Time is of the essence in this Contract and each and every provision herein, except as may expressly be provided in writing by City.
- 15.15. No Waiver. No breach or default hereunder shall be deemed to have been waived City, except by a writing to that effect signed on behalf of City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after written notice thereof and demand by City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of City.
- 15.16. Survival. Any and all representations, obligations, indemnities, warranties, covenants, conditions and agreements contained in this Contract which are expressed as surviving the expiration or earlier termination of this Contract, or by their nature, are to be performed, observed or survive, in whole or in part, after the termination or expiration of this Contract term, shall survive the termination or expiration of this Contract.
- 15.17. Retention of Records. City, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Contract. Consultant will retain all books and records related to the services performed for a period of not less than the greater of any applicable federal law retention requirement or five (5) years following termination of this Contract.

- 15.18. Antitrust Violations. City and Consultant recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by City. Therefore, Consultant assigns to City any and all claims for such overcharges. Consultant in all subcontracts shall require all subcontractors to likewise assign all claims for overcharges to City.
- 15.19. Headings. The heading use in this Contract is for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 15.20. No Construction Against Drafting Party. Each party acknowledges that it has had an opportunity to review the Contract with counsel, and such documents shall not be construed against any party that is determined to have been the drafter of the documents.
- 15.21. Notices to Parties:

All notices pursuant to this Contract shall be made in writing and delivered or mailed by certified mail to the parties at the following addresses:

CITY:

Andy Goh, City Engineer
 City of Tempe
 Public Works/Engineering Dept.
 P.O. Box 5002
 Tempe, AZ 85280

CONSULTANT:

Noel Guercio
 Stantec Consulting Services, Inc.
 8211 S. 48th Street
 Phoenix, AZ 85044

- 15.22. Non-Appropriation of Funds. If funds appropriated by the City Council or otherwise allocated to perform the work becomes unavailable for payment by City under this Contract, City may delay the work for a period up to six (6) months, after which date if no funds are legally available, City may terminate the Contract at City's sole option. In case of any such delay by City, Consultant may suspend performance of work or services as applicable. However, nothing herein shall be construed to allow termination of the Contract by Consultant for such delay.
- 15.23. GIS Data Disclaimer. THE CITY OF TEMPE DOES NOT WARRANT THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY, PERFORMANCE, OR CURRENCY OF THE GIS DATA PROVIDED UNDER THIS CONTRACT. AREAS DEPICTED BY GIS DATA ARE APPROXIMATE, AND NOT GUARANTEED TO BE ACCURATE TO STANDARDS FOR MAPPING, SURVEYING OR ENGINEERING. THIS DATA IS FOR ILLUSTRATIVE PURPOSES ONLY AND SHOULD NOT BE RELIED UPON FOR SITE-SPECIFIC PURPOSES. THE DATA HEREIN IS SUBJECT TO CONSTANT CHANGE AND MAY NOT BE COMPLETE, ACCURATE OR UP-TO-DATE. THE CITY OF TEMPE IN NO WAY ASSUMES LIABILITY OR RESPONSIBILITY FOR ANY INCORRECT DATA OR ANY INFORMATION PROVIDED HEREIN. THE CONSULTANT

ACKNOWLEDGES AND AGREES THAT THE CITY OF TEMPE ASSUMES NO LIABILITY FOR DAMAGES INCURRED DIRECTLY OR INDIRECTLY RESULTING FROM INCOMPLETE, INCORRECT OR MISSING INFORMATION; INCLUDING ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE. **BY WAY OF THE SIGNATURE ON THIS CONTRACT, THE CONSULTANT ASSUMES ALL LIABILITY FOR ANY AND ALL DEPENDENCE AND/OR RELIANCE UPON THIS INFORMATION AND ASSUMES ALL RESPONSIBILITY RELATING THERETO. ANY AND ALL EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PURPOSE ARE SPECIFICALLY AND EXPRESSLY DISCLAIMED.** CONSULTANT SHOULD NOT RELY UPON THE GIS DATA WITHOUT PROPER FIELD VERIFICATION FOR ANY PURPOSE.

[SIGNATURE PAGE TO FOLLOW]

**Sewer Siphon Evaluation – Scottsdale Road to 48th Street
Project No. 3207061**

DATED this _____ day of _____, 2014.

CITY OF TEMPE, ARIZONA

By: _____
Mayor

By: _____
Public Works Director

ATTEST:

Recommended By:

City Clerk

Deputy PW Director/City Engineer

APPROVED AS TO FORM:

City Attorney

Consultant warrants that the person who is signing this Contract on behalf of Consultant is authorized to do so and to execute all other documents necessary to carry out the terms of this Contract.

CONSULTANT
Stantec Consulting Services, Inc.

Signature

Printed Name

Title

Federal I.D. No./Social Security No.



8211 SOUTH 48TH STREET
PHOENIX AZ 85044-5355
TEL: (602) 438-2200
FAX: (602) 431-9562

EXHIBIT A

April 10, 2014

Attention: Mr. Chris Kabala, Senior Civil Engineer

City of Tempe Public Works/Engineering

31 East 5th Street

Tempe AZ 85281

Dear Mr. Kabala,

Reference: Scottsdale Road Sewer Siphon and 48th Street Sewer Siphon Evaluation

Stantec Consulting Services Inc. (Stantec) is pleased to submit this final scope of work and cost proposal for the City of Tempe Scottsdale Road Sewer Siphon and 48th Street Sewer Siphon Evaluation. The following Scope of Work summarizes the requirements for the project and our approach.

INTRODUCTION

The objective of the Scottsdale Road Sewer Siphon and 48th Street Sewer Siphon Evaluation is to evaluate the condition of each siphon, provide recommendations for maintenance and rehabilitation (if required), evaluate future flows, and develop a plan and preliminary design to handle the future flows. The Scottsdale Road siphon is located on Scottsdale Road, north of Rio Salado Parkway, south of Playa Del Norte Drive and crosses under Tempe Town Lake. It consists of 18-inch and 21-inch vitrified clay pipe barrels and is approximately 1,350-feet long. The 48th Street siphon is located adjacent to Arizona State Route 143 (Hohokam Expressway), north of University Drive, south of Sky Harbor Boulevard and crosses under the Salt River. It consists of 18-inch and 24-inch concrete cylinder pipe barrels and is approximately 1,315-feet long.

In gravity flow systems, siphons are used to convey water from one side of an obstruction to the other side by dipping the conveyance system under the obstruction and bringing it back up on the other side. Obstructions can be a variety of things, such as crossing utilities, canals, roadways, bridges, or a body of water. The water conveyed through the siphon must flow under pressure and at a velocity greater than 3 feet per second for the siphon to function properly. This allows for any suspended solids to remain suspended in the flow and not deposit at the low point in the siphon. The siphons at Scottsdale Road and 48th Street were installed to cross under the Tempe Town Lake and the Salt River, respectively.

TASK 1 PROJECT ADMINISTRATION

1.1 PROJECT SCOPING MEETING

A scoping meeting was held on December 5th, 2013, to outline the tasks required for the project. Chris Kabala, Mark Weber and Mario Yanez from the City of Tempe and Maria Brady and Noel Guercio from Stantec attended the meeting.

A handwritten signature in black ink, appearing to be "CK".



Reference: Scottsdale Road Sewer Siphon and 48th Street Sewer Siphon Evaluation

1.2 PROJECT KICKOFF MEETING

The Stantec project team will meet with the City of Tempe prior to commencement of work to ensure a thorough understanding of the project considerations and any concerns the City may have regarding critical elements of the project.

1.3 COORDINATION, PROGRESS MEETINGS, PROGRESS REPORTS AND INVOICING

The Stantec project manager will assign appropriate staff to the project to ensure that appropriate resources are allocated to each task. They will also monitor the progress of the project against the established schedule to confirm the project maintains a course that will reach the project milestones.

Progress Meetings will be held on a monthly basis. At these meetings, Stantec shall present the efforts and achievements for the preceding month and expectations for the next period. The meetings will serve as a forum for discussion of comments and observations on project deliverables from the project team, as well as the actions taken by the consultant to address them. The Consultant shall prepare the agenda.

It is anticipated that the project will take approximately 6 months to complete. Monthly Invoices shall be submitted to the City with an appropriate progress report. The Stantec Project Manager shall review and administratively approve invoices in consultation with the City and will thereafter forward the invoices for processing the payment. The invoice will be paid within thirty days upon receipt, if complete and acceptable.

TASK 2 HYDRAULIC EVALUATION

2.1 REVIEW AS-BUILTS AND EXISTING DATA

Stantec will collect and review all pertinent information to familiarize Stantec with the work completed in the past and to utilize the information to fulfill the objectives of this project. Data to be collected and reviewed at the initiation of the project includes, but is not limited to, the following:

- All existing and future plans, strategies and guidelines for the City of Tempe sewer system that is serviced by the siphons.
- Review sewer system configuration data, including:
 - GIS data
 - As-built drawings
 - Available hydraulic modeling results and flow monitoring data
- Aerial photographs
- Available topographic information
- Available geotechnical data
- Available sewer inspection data
- Other pertinent data/information

A handwritten signature in black ink, located in the bottom right corner of the page.



April 10, 2014
Mr. Chris Kabala, Senior Civil Engineer
Page 3 of 8

Reference: Scottsdale Road Sewer Siphon and 48th Street Sewer Siphon Evaluation

A field visit will be performed during the early stages of the project to observe the existing development and surface features around each siphon.

The available information will be used throughout the course of the project for developing the concept and preliminary designs. All relevant information obtained under this task will be documented in the final preliminary design report.

2.2 SURVEY UPSTREAM AND DOWNSTREAM STRUCTURES AND MANHOLES

A field survey will be conducted to gather invert and rim elevations of each siphon inlet and outlet structure as well as the manhole upstream and downstream of each structure.

2.3 PERFORM HYDRAULIC CALCULATIONS FOR THE SIPHONS

Stantec will perform flow capacity hydraulic calculations for the two siphons. The calculations will be based on the existing peak flows and corresponding flow. The calculations will include a theoretical peak capacity for each siphon barrel and the peak capacity of the combined flows. The modeling of the siphons will extend to two manholes upstream of the siphon inlet based on record drawing data.

Analysis of the siphon capacity will include discussions of existing siphon adequacy for current flows. Capacity assurance for the future, including recommendations for capital improvement budgets to take corrective actions and a corresponding timeline for rehabilitation, replacement and or expansion of the siphons is covered in subtask 4.1.

TASK 3 CONDITION ASSESSMENT

3.1 PERFORM FLOW STUDY

The City desires to gather flow and water level information for the siphon inlet structures to validate the siphon hydraulic calculations and evaluate the effects of the existing sediment accumulation in the siphons.

To validate the calculations, Stantec proposes to perform flow elevation and velocity metering at the manhole where the pipe enters the siphon inlet. Performing metering prior to and after siphon barrel cleaning could provide data for comparison of flow improvement. We would recommend the metering period be 14 days for both pre- and post-cleaning.

Stantec will hire Western Environmental Equipment Company (WEEC) to install flow meters at both siphons and collect flow data for two 14 day periods. WEEC will provide reports to Stantec showing the data collected at each location.



April 10, 2014
Mr. Chris Kabala, Senior Civil Engineer
Page 4 of 8

Reference: Scottsdale Road Sewer Siphon and 48th Street Sewer Siphon Evaluation

3.2 SIPHON CLEANING AND INSPECTION

There are several options available for the inspection of the siphons depending on the level of detail desired. The following is a brief description of options; followed by a proposed allowance recommendation.

Conventional Closed-Circuit Television (CCTV) inspection of the interior of the siphon barrels is possible, however, the siphon must be dewatered and flow diverted during the investigation. The two alternatives for diverting flow are to divert all the flow from both barrels into one barrel or bypass pumping all the flow. Average and peak flows must be determined for both alternatives. The capacity of each barrel would be required to verify if diverting flow is possible. The cost of CCTV inspection of the barrels of each siphon is relatively low but the costs to perform flow diversion or a bypass are high. CCTV inspection of the siphons has not been considered at this time because of the high cost of diverting the flow.

Sonar inspection can be performed when the siphons are flowing full. Although it does not provide a detailed view of the interior of the pipe, it will allow for three-dimensional modeling of the siphon barrel with real time measurement of defects, pipe diameters and debris. The cost of sonar inspection is high compared to CCTV inspection but flow diversion or bypass pumping are not required with sonar.

An allowance subtask for proposed cleaning and inspection has been proposed to allow the City to select the best option that will suit. The following options for inspection are available:

1. Inspection from the manhole upstream of the inlet structure to the inlet structure and from the outlet structure to the manhole downstream of the outlet structure for each siphon.
2. Inspection of the siphons using sonar.
3. Inspection of the siphons using CCTV by diverting flow into one barrel.

The estimated cost for subtask 3.2 includes options 1 and 2 for inspection. If option 3 is desired, additional cost will be required and it is not listed in this contract. Both sets of siphon barrels will be cleaned before the inspection or after the inspection depending on the amount of debris (if any) that is present within each barrel. Hydrovac services have also been included to locate the inlet and outlet structures for the 48th Street siphon.

Stantec will hire Professional Pipe Services (Pro-Pipe) to perform the siphon cleaning, sonar inspection, CCTV inspection, and hydrovac services to locate the inlet and outlet structures of the siphons. Pro-Pipe will provide reports to Stantec showing the data collected during the sonar and CCTV inspections at each siphon.

As mentioned earlier, the 48th Street Siphon consists of 18-inch and 24-inch concrete cylinder pipe barrels. It is unclear as to what type of concrete cylinder pipe has been used, i.e., prestressed concrete steel-cylinder pipe (PCCP), bar-wrapped steel-cylinder pipe (BWP), or reinforced concrete steel-cylinder pipe (RCCP). An investigation will be performed to determine the pipe



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Mr. Chris Kabala, Senior Civil Engineer
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Reference: Scottsdale Road Sewer Siphon and 48th Street Sewer Siphon Evaluation

material. An allowance has been included to use Pure Technologies PipeDiver® assessment tool if it is determined that the pipe material is PCCP or BWP. PipeDiver® can detect wire breaks in the PCCP and breaks in the bar wrap in BWP.

3.3 CONDITION ASSESSMENT AND FLOW STUDY REPORT

Stantec will perform a condition assessment utilizing the existing available data, above ground visual inspections and the inspection data gathered in subtask 3.2. Stantec will then prepare a report, which will include the results of the condition assessment and flow study.

TASK 4 SIPHON IMPROVEMENT/EXPANSION PLAN

4.1 DEVELOP FUTURE WASTEWATER FLOW PROJECTIONS

Recent population projections compiled by the County indicate that there will continue to be future growth for the siphon drainage areas between the Salt River on the north, Broadway Road on the south and west of Mill Avenue. The growth projections for 2040 indicate that the residential population will increase by approximately 80% and the employment population will increase by 100% above current levels. To accommodate this growth, the City needs to perform a capacity analysis of the interceptors and the siphons to identify potential capacity restrictions.

Using the results of the flow metering and the population and business projections provided by the City for the years 2025 and 2040, Stantec will perform a study of projected flows for the two siphon basins and perform a capacity analysis of the two siphons. The analysis will:

1. Evaluate the capacity of the existing siphons.
2. Perform a projection of the flows for the two basins for 2025 and 2040.
3. Evaluate the adequacy of the capacity of both siphons for those years.
4. Make recommendations regarding methods of providing capacity assurance.
5. Develop a schedule for recommended improvements to increase capacity to meet future flows.

The data from subtask 2.3 and the projected flows will be used to create hydraulic profiles for the existing siphons & upstream sewers at current and future average and peak flows.

4.2 DEVELOP CONCEPTUAL SCHEDULE FOR IMPROVEMENTS

A schedule will be developed that will outline the milestone dates for completion of any improvements that will be necessary to meet future wastewater flow demands.

TASK 5 PRELIMINARY DESIGN

5.1 EVALUATE ALTERNATIVES FOR EXPANSION

An evaluation of alternatives for expanding the conveyance of each siphon to meet future wastewater flow demands will be performed if it is determined from subtask 4.1 that additional



April 10, 2014
Mr. Chris Kabala, Senior Civil Engineer
Page 6 of 8

Reference: Scottsdale Road Sewer Siphon and 48th Street Sewer Siphon Evaluation

capacity is required. The evaluation will examine upgrades to the existing siphons, upgrades to the sewer system surrounding the siphons, the installation of additional parallel pipe lines, as well as, other alternatives that are feasible. The results of the evaluation will be included in the Preliminary Design Report.

5.2 EVALUATE REHABILITATION AND MAINTENANCE ALTERNATIVES FOR SIPHONS

An evaluation of rehabilitation and maintenance alternatives for each siphon will be performed. The evaluation will examine upgrades to the existing siphons, upgrades to the sewer system surrounding the siphons, and the installation of additional parallel pipe lines. The results of the evaluation will be included in the Preliminary Design Report.

5.3 EVALUATE ALTERNATIVE CONSTRUCTION TECHNIQUES

Stantec shall perform a construction alternatives evaluation. The evaluation will examine available construction techniques, where they are best applied, their availability, and suitability of available pipe materials. The results of the evaluation will be included in the Preliminary Design Report.

5.4 PRELIMINARY DESIGN SURVEY

A cost has been provided for 24 hours of a 2-man survey crew to acquire manhole inverts, ground elevations, ground features, or other information that may be necessary to complete the preliminary design. We have estimated 8 to 10 manholes. Time for coordination and oversight has also been included. Additional fee will be required if more manholes or a larger area is needed.

5.5 PRELIMINARY DESIGN

A preliminary design of the preferred alternative for expanding the conveyance of each siphon will be completed. The plans shall include a cover sheet, index to drawings, general notes/legends, location map, site plan, and plan and profiles for the alternative. Plan and profile drawings will be prepared at a scale of at least 1" = 40', using AutoCAD. The preliminary design will contain sufficient detail to permit a complete understanding of the basis of design.

5.6 DEVELOP COST ESTIMATE

Stantec will prepare an Opinion of Probable Construction Cost (Cost Estimate) for the preliminary design submittals. The Opinion of Probable Cost will consider the cost of siphon rehabilitation, bypass pumping, construction of expansions, special construction requirements, traffic control, road restoration, and any other items required to rehabilitate and upgrade the siphons to meet future capacity.

PROJECT DURATION: 6 MONTHS FROM THE RECEIPT OF THE NOTICE-TO-PROCEED.



Reference: Scottsdale Road Sewer Siphon and 48th Street Sewer Siphon Evaluation

DELIVERABLES

1. Hydraulic profiles for existing siphons & upstream sewers at current and future average and peak flows.
2. Siphon condition assessment and flow study report.
3. Proposed improvements schedule linked to population growth and future flows.
4. Preliminary Design Report including alternatives evaluation, construction technique evaluation and preliminary cost estimate.
5. Preliminary Design Drawings
 - a. We estimate that the following drawings will be prepared:

General		
1	G-0	Cover Sheet
2	G-1	General Notes, Legend
3	G-2	Index Map
Preliminary Design		
4-6	C-1 – C-3	Scottsdale Road Sewer Siphon Improvements
7-9	C-4 – C-6	48 th Street Sewer Siphon Improvements

Total Estimated Number of Sheets = 9 sheets

ASSUMPTIONS

1. One (1) hard copy and one (1) electronic copy of all deliverables will be provided to the City.
2. The drawings will be prepared utilizing AutoCAD 2011, Civil 3D, City of Tempe AutoCAD standard and size D (22" x 34") format.
3. City will provide standard plan sheet border and cover sheet.
4. City will provide current CAD standard plan.
5. City will coordinate, prepare, obtain, and pay for all applicable permits.
6. Underground utility investigation and geotechnical investigation is not part of the scope of work.
7. Costs or negotiation time for property/easement acquisition has not been included.
8. Legal descriptions and exhibits will not be required as part of the project.
9. City will provide technical staff for review and comment resolution of deliverables.
10. City reviewers will provide comments within two (2) weeks.
11. All meetings will be held at City of Tempe facilities.
12. Public meetings are not required.
13. Detailed design plans and specification are not part of the scope of work.
14. Construction services are not part of the scope of work.



April 10, 2014
Mr. Chris Kabala, Senior Civil Engineer
Page 8 of 8

Reference: Scottsdale Road Sewer Siphon and 48th Street Sewer Siphon Evaluation

Our estimated man-hours and fees to complete the listed services along with a schedule are attached. The schedule provided has incorporated all the requirements and met all the milestones that have been requested. We look forward to the opportunity to work with you to complete this project. Do not hesitate to contact us if you have any questions.

Regards,

STANTEC CONSULTING SERVICES INC.

Noel Guercio, PE
Project Manager
Phone: (602) 707-4670
Fax: (602) 431-9562
noel.guercio@stantec.com

Maria Brady, PE
Senior Associate
Phone: (602) 707-4689
Fax: (602) 431-9562
maria.brady@stantec.com

- Attachment:
- Western Environmental Equipment Company Flow Monitoring Scope and Fee
 - Pro-Pipe Potholing, Pipe Cleaning and Inspection Fee
 - Pure Technologies 48th Street Siphon Inspection Proposal
 - Summary of Estimated Costs
 - Table of Item Durations

C.

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SUMMARY OF ESTIMATED COSTS
City of Tempe Scottsdale Road Sewer Siphon and 48th Street Sewer Siphon Evaluation

TASKS	
Task 1 Project Administration, Fixed Fee	\$11,545 ✓
Task 2 Hydraulic Evaluation, Fixed Fee	\$30,914 ✓
Task 3 Condition Assessment	\$259,853 ✓
Stantec Fixed Fee	\$40,476 ✓
Stantec Time and Materials Fee*	\$15,046 ✓
Subcontractor Allowance	\$204,331 ✓
Task 4 Siphon Improvement/Expansion Plan, Fixed Fee	\$22,176 ✓
Task 5 Preliminary Design	\$68,512 ✓
Stantec Fixed Fee	\$49,052 ✓
Stantec Time and Materials Fee*	\$19,460 ✓
TOTAL	\$393,000 ✓

*See Table Below

Man-Hours and Fees for Time and Materials Tasks

	<i>Man-hours</i>							<i>Total Cost</i>
	<i>Project Principal Maria Brady</i>	<i>Corporate Expertise Rick King</i>	<i>Project Manager Noel Guercio</i>	<i>Project Engineer April Victorino</i>	<i>Survey Crew Chief</i>	<i>2-Man Survey Crew</i>	<i>Sub-Total Labor</i>	
<i>Personnel and Rate</i>	<i>\$185</i>	<i>\$204</i>	<i>\$163</i>	<i>\$140</i>	<i>\$163</i>	<i>\$145</i>		
Task 3 Condition Assessment								
48th Street Siphon Pipe Material Investigation	2	24	60				86	\$15,046
Task 5 Preliminary Design								
Evaluate Alternatives for Expansion	4	24	40	16			84	\$14,396
Preliminary Design Survey			4	2	4	24	34	\$5,064
TOTAL HOURS	6	48	104	18	4	24	204	
TOTAL TIME AND MATERIALS COSTS	\$1,110	\$9,792	\$16,952	\$2,520	\$652	\$3,480		\$34,506

City of Tempe
Scottsdale Road Sewer Siphon and 48th Street Sewer Siphon Evaluation

Scottsdale Road Sewer Siphon and 48th Street Sewer Siphon Evaluation Item Durations Table

Item No.	Item Description	Duration (Working Days)
1.1	Project Scoping Meeting	1
1.2	Project Kickoff Meeting	1
1.3	Coordination, Progress Meetings, Progress Reports and Invoicing	Throughout Project
2.1	Review As-Builts and Existing Data	5
2.2	Survey Upstream and Downstream Structures and Manholes	2
2.3	Review Hydraulic Calculations	7
3.1	Perform Flow Study	30
3.2	Siphon Cleaning and Inspection	40
3.3	Condition Assessment and Flow Study Report	20
4.1	Develop Future Wastewater Flow Projections	14
4.2	Develop Conceptual Schedule for Improvements	3
5.1	Evaluate Alternatives for Expansion	10
5.2	Evaluate Rehabilitation and Maintenance Alternatives for Siphons	5
5.3	Evaluate Alternative Construction Techniques	5
5.4	Preliminary Design Survey	4
5.5	Preliminary Design	20
5.6	Develop Cost Estimate	5
5.7	Evaluate Draining Tempe Town Lake during Construction	3

PROJECT DURATION: 6 MONTHS FROM THE RECEIPT OF THE NOTICE-TO-PROCEED



Western Environmental Equipment Company

14455 N. 79th Street, Suite A

Scottsdale, AZ 85260

-Manufacturers Representatives for the Water and Wastewater Industries

Quotation # 4238
Tuesday, April 01, 2014

Rick King
Stantec Consulting Inc.
8211 S 48th St.
Phoenix, AZ 85044

Tempe Siphon Flow Monitoring – Before and After Construction

Item	Qty	Description (Part Number)	Unit Price	Ext. Price
1)	2	Two week (14 day) Flow Study at two sites, 48 th St (48” pipe) and Rural (36” pipe) using an Isco ADFM Flow Meter. Scope of supply includes the following items: <ul style="list-style-type: none">- Two portable ADFM flow meters with cell phone modems for installation in a manhole and siphon vault. Includes one 48” scissors ring and one 36” scissors ring.- Installation and removal of two flow meters at both sites by Arizona Commercial Diving Services, Inc. at two sites. One day to install, one day to remove. Includes all confined space equipment, permits, etc.- Web hosting of real time data with access by selected users.- Installation assistance by WEECI for confirmation of correct installation of meters.- Data reports to Stantec in graphic and tabular format on USB memory stick- Freight costs for shipping of flow meter equipment in and out	\$25,936.00	\$25,936.00

Delivery: 1-2 week notice required prior to installation. Schedule dependent on availability of ADFM flow meter equipment from Teledyne Isco lease department.

Please note that the above total does not include any applicable taxes.

INFO ONLY

Phone: 480-607-2884

Website: www.weeeci.com

Fax: 480-607-7009

Terms: Net 30 days

Please make purchase orders out to:

Western Environmental Equipment Co.

14455 N 79th St., Suite A
Scottsdale, AZ 85260

Validity: 30 Days

Regards,
Dennis Gamache

INFO ONLY

Phone: 480-607-2884

Website: www.weeci.com

Fax: 480-607-7009

AZ Lic. ROC # 175953 (A-12)



Hoffman Southwest Corp. dba Pro-Pipe
 4940 W Watkins St, Phoenix AZ 85040
 O: 602 861 3944 | F: 602 861 1423
 Jason Walborn | M: 714 476 9534
 Jwalborn@hswcorp.com | pro-pipe.com

Quote # AZ : 012214 REV
 Page 1 of 1

PROPOSAL SUBMITTED TO: Stantec	DATE 04.10.14	PHONE 602-438-2200
STREET (Business address) 8211 S. 48th St.	JOB / PROJECT NAME Siphon Inspection	
CITY, STATE AND ZIP CODE Phoenix AZ 85044	JOB LOCATION Tempe AZ	
CONTACT NAME Noel Guercio		

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
LOCATION - 1 (48th St.)					
1	Sonar Siphon (24" & 18") Dual Barrel	2630	LF	\$7.50	\$19,725.00
2	Cleaning to support siphon inspection (incl. water truck)	2	Days	\$2,100.00	\$4,200.00
3	CCTV Inspection	1000	LF	\$0.60	\$600.00
4	Hydrovac Services for Pot-holing to locate manhole	24	Hours	\$180.00	\$4,320.00
5	Hydro-Excavation to expose both siphon manholes	1	LS	\$5,000.00	\$5,000.00
	Note: Mandrel or Pig is not possible in this siphon. The cleaning in item 2 is only to support the inspection and does not guarantee debris removal. For a thorough cleaning, the siphon would require bypass.				
				Sub Total	\$33,845.00
LOCATION - 2 (Rural Rd.)					
6	Sonar Siphon (Up & Down leg only) 24" & 18" Dual Bar.	2700	LF	\$7.50	\$20,250.00
7	Cleaning to support siphon inspection (incl. water truck)	2	Days	\$2,100.00	\$4,200.00
8	CCTV Inspection	1000	LF	\$0.60	\$600.00
	Note: Mandrel or Pig is not possible in this siphon. The cleaning in item 2 is only to support the inspection and does not guarantee debris removal. For a thorough cleaning, the siphon would require bypass.				
				Sub Total	\$25,050.00
Grand Total					\$58,895.00

EXCLUSIONS (any qualifications to exclusions are in parenthesis)

- Bypass pumping and operating pump stations
- Environmental/erosion control
- Permits, licenses and performance bonds
- Excavation of any kind other than hydrovac excavation
- Access- (Owner shall provide adequate access)
- Additional mobilizations- (proposal is based upon 1 instance of mobilization for the above services)
- Mechanical Cleaning or cleaning beyond normal conditions (services are for 1 to 3 passes with a jetter only)
- Major Traffic Control
- Water (General Contractor or Owner to provide onsite water)
- Sawcut & backfill for pot-holes

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

Payment terms: 30 Days of Invoice

Dollars: \$58,895.00

This proposal shall be incorporated into the service contract when Pro Pipe is listed as a subcontractor.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry general liability, workman's compensation fund and other necessary insurance. Maximum allowable interest charge on overdue invoices.

Pro Pipe Authorized Signature:

This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Requests for additional services beyond the above outlined scope will be submitted by written change order and payment thereof made accordingly.

Date _____ Customer Signature _____

Print name/Title _____

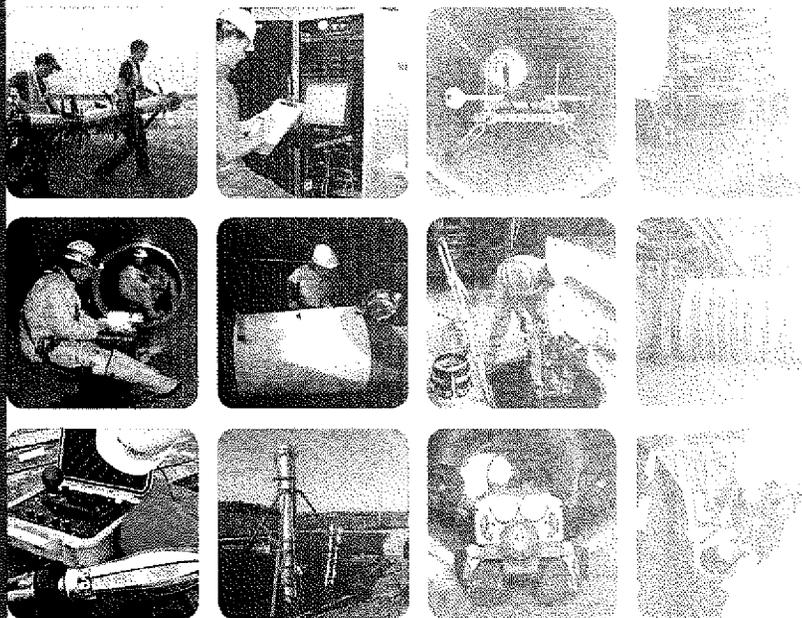
INFO ONLY

PROPOSAL

48th Street Siphon Inspection

Prepared for: Stantec
Prepared by: Pure Technologies U.S. Inc.

April 2, 2014



INFO ONLY

Rick King
Pipe Assessment and Rehabilitation Leader
Stantec
1500 Lake Shore Drive, Suite 100
Columbus, Ohio 43204

Subject: 48th Street Siphon Inspection

Submitted: April 2, 2014

Mr. King,

Pure Technologies U.S. Inc. ("Pure") is pleased to submit to you this proposal to provide the condition assessment of the City of Tempe's 18 and 24-inch, 48th Street Wastewater Siphon. A description of the scope of services proposed for the siphon inspection is presented herein.

We have performed a preliminary review of the 48th Street Siphon. Based on the information exchanged, it has been determined that an approximate length of 1,300 feet of 18 and 24-inch cylinder pipe (CP) should be inspected.

The proposed technology for inspecting the siphon and the structural analysis is based on the pipe material being Prestressed Concrete Cylinder Pipe (PCCP) (AWWA- C301). If it turns out that the concrete pipe is Bar Wrapped Pipe (BWP) (C-303) or Reinforced Concrete Cylinder Pipe (RCCP) (C302) the recommended inspection technology will remain the same but an additional sensor module will be added to the robotic platform. The specifications for the structural analysis will change accordingly. The budget will remain the same as quoted in the pricing section. It is important to note that the pipe material type will need to be determined before the inspection so that the proper number of sensors are utilized as well as the optimal frequency settings.

PROPOSED INSPECTION METHODOLOGIES

The following inspection methodologies for the 48th Street Siphon can be utilized to assist in determining the structural condition of the transmission main. We are assuming that the pipeline can be depressurized for the duration required for the inspection.

► ***Robotic EM Inspection***

Pure Technologies will conduct a condition assessment of the 48th Street Siphon utilizing Pure Technologies' multi- sensor robotic inspection platform outfitted with our high resolution closed circuit television (CCTV), laser profiling,

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electromagnetic and inclinometer sensors in order to provide a comprehensive condition assessment of the pipeline. Pure Technologies' inspection equipment includes a tethered robotic vehicle with a modular design allowing for varying and numerous configuration options for inspection of small, medium, and large diameter pipe applications. The crawler system is a multiple stage vehicle; meaning the sections of the vehicle can articulate on a horizontal and vertical axis

relative to each other. This configuration allows introduction of the crawler into challenging access points and negotiation of multiple bends in pipes 18-inches and larger. The robotic vehicle is powered by four independently operable mini-tracks (similar in style to a military tank). These powerful tracks allow the crawler to achieve inspection deployments of up to 8,400LF using a fiber optic tethering cable. A brief description of the sensor's and hardware contained on the robotic platform follows:

1. The CCTV camera will provide visual evidence of pipe deterioration at the joints and mortar lining but is only applicable in areas of the pipe that have been dewatered or where significant trapped air may occur.
2. An inclinometer will measure and record any changes in pipe slope to locate highpoints in the transmission main.
3. The Pure Technologies laser profiling system will quantitatively collect data on pipe diameter, mortar lining, wall loss and protrusions.
4. Enhanced electromagnetic (EM) sensors on the robotics platform will establish the baseline condition by detecting and quantifying breaks in the tensioned reinforcing bars as well as corrosion on the steel cylinder.

All of the inspection technologies discussed will be deployed using Pure Technologies mobile inspection trailer. With the mobility of the inspection trailer accompanied with the long deployment capability, the Pure Technologies team can inspect difficult to access pipelines in urban and right-of-way locations.

► **STRUCTURAL ANALYSIS OF CYLINDER PIPE**

The structural analysis of cylinder pipe takes into account both the internal pressure applied to the pipe as well as the external loading. The effects of these loads will be considered on the pipeline independently as well as in combination. This ensures that the maximum loading applied to the pipeline is considered. Pure Technologies will perform a structural analysis of the cylinder pipe using non-linear finite element modeling utilizing the appropriate American Water Works Association's (AWWA) *Standard for Reinforced Concrete Pressure Pipe, Steel-Cylinder Type*, as well as the *AWWA M9 Concrete Pipe Design Manual*. Upon completion of the electromagnetic inspection, the designs will be reevaluated based on the level of damage detected.

After completion of the fieldwork, an engineering evaluation will be performed to provide structural modeling and risk analysis of the siphon, including three-dimensional nonlinear finite element modeling, to provide performance curves for

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each class of distressed pipe. All pipe information, i.e., pipe specifications, laying schedules and as-built drawings, should be provided to Pure Technologies prior to the start of the inspection as the performance curves will be created based on the actual design information as well as the current operating conditions. If the design information is not available, Pure Technologies can collect measurements of removed pipes in an effort to recreate the original pipe specification. A performance curve is applicable to a given class of pipe to evaluate risk.

PROPOSED FEE SCHEDULE:

	Description	Planning & Mobilization	Qty	Unit	Total
1.	Robotic EM Inspection (not including HD CCTV and Laser Profiling)	\$50,000	1300	Feet	\$100,000
2.	Structural Analysis with summary letter	NA	1	Curve	\$9,500
3.	Condition Assessment Report including Inspection/Technology/Structural Analysis Results		1	LS	\$10,000

Budgetary Notes:

1. The budget assumes that work will commence upon arrival and be executed until the work is complete. Thus, all preparation work should be performed prior to Pure Technologies' arrival.
2. The proposed billing schedule is: 80% upon completion of field work, 10% upon submission of draft report, and the final 10% upon submission of the final report.

The proposed fee schedule is based on Stantec and the City of Tempe providing access for the deployment. Stantec and Pure Technologies will mutually determine the inspection schedule.

3. The budget assumes the structural evaluation will include one pipe design per pipeline. If additional evaluations are required, an extra charge of \$8,000 dollars will be added per pipe design or loading condition.
4. Taxes are not included in this proposal.
5. Standby rates: If delays occur due to parties other than Pure; Pure shall be reimbursed for the delay at a rate of \$15,000.00 per day.

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6. If Stantec or the City of Tempe provides pipe sections for calibration, calibration can be performed at no additional cost to Stantec provided that the calibration can be done on the same mobilization as the inspection.

Pure is excited by the opportunity to perform the proposed scope of work for Stantec and the City of Tempe. We are committed to providing you with a successful project. If you have any questions or comments, please feel free to let me know.

Best Regards,
Pure Technologies US Inc.

A handwritten signature in cursive script that reads "Myron Shenkiryk".

Myron Shenkiryk
Regional Manager

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EXHIBIT B
AFFIDAVIT DEMONSTRATING LAWFUL
PRESENCE IN THE UNITED STATES

ARS §§1-501 and 502 require completion of the form to apply to the City for a local public benefit (defined as a grant, contract or loan). You must demonstrate through the presentation of one of the following documents that you are lawfully present in the United States.

LAWFUL PRESENCE IN THE UNITED STATES CAN BE DEMONSTRATED BY
PRESENTATION OF ONE (1) OF THE DOCUMENTS LISTED BELOW.

Please present the document indicated below to the City. If mailing the document, attach a copy of the document to this Affidavit. (If the document may not be copied, present the document in person to the City for review and signing of the affidavit.)

- _____ 1. An Arizona driver license issued after 1996.
Print first 4 numbers/letters from license: _____
- _____ 2. An Arizona non-operating identification License.
Print first 4 numbers/letters: _____
- _____ 3. A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
Year of birth: _____: Place of birth: _____
- _____ 4. A United States Certificate of Birth abroad.
Year of birth: _____: Place of birth: _____
- _____ 5. A United States passport.
Print first 4 numbers/letters on Passport: _____
- _____ 6. A foreign passport with a United States Visa.
Print first 4 numbers/letters on Passport _____
Print first 4 numbers/letters on Visa _____
- _____ 7. An I-94 form with a photograph.
Print first 4 numbers on I-94: _____
- _____ 8. **A United States Citizenship and Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: _____
- _____ 9. **Refugee travel document.**
Date of Issuance: _____ Refugee Country: _____
- _____ 10. **A United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: _____
- _____ 11. **A United States Certificate of Citizenship.**
Date of Issuance: _____ Place of Issuance: _____
- _____ 12. **A tribal Certificate of Indian Blood.**
Date of Issuance: _____ Name of Tribe: _____
- _____ 13. **A tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____ Place of Birth: _____

I DO SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT I AM LAWFULLY PRESENT IN THE UNITED STATES AND THAT THE DOCUMENT I PRESENTED ABOVE AS VERIFICATION IS TRUE.

Signature

Business/Company (if applicable)

Print Name

Address

Date:

City, State, Zip Code

OFFICE USE ONLY: EMPLOYEE NAME: _____
EMPLOYEE NUMBER: _____

ALL VIOLATIONS OF FEDERAL IMMIGRATION LAW SHALL BE REPORTED TO 1-866-347-2423.



EXHIBIT C
AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE
CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached

OR

_____ I hereby certify _____ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

Signature

Date: _____

Print Name

Title

Company

**CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS**

**AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT
REGARDING
HEALTH INSURANCE**

_____,
Arizona

Date _____

**Sewer Siphon Evaluation – Scottsdale Road to 48th Street
Project No. 3207061**

I hereby certify that _____ (name of company) currently has, and all of its major subcontractors/subconsultants, defined as doing work in excess of \$30,000.00, will have, during the course of this contract, health insurance for all employees working on this project and will offer health insurance coverage to eligible dependents of such employees, as defined in the accompanying Guidelines. The company's health insurance is as follows:

Name of Insurance Company: _____

Type of Insurance (PPO, HMO, POS, INDEMNITY): _____

Policy No.: _____

Policy Effective Date (MM/DD/YY): _____

Policy Expiration Date (MM/DD/YY): _____

Signed and dated at _____, this _____ day of _____, 2014.

General Contractor/Prime Consultant

By: _____

STATE OF ARIZONA)
) ss
* COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2014.

Notary Public

My commission expires:

City of Tempe

Guidelines for Implementation of Health Insurance

These Guidelines are provided for purposes of implementing Resolution No. 2000.73, which requires all employees of prime consultants, general contractors and major subconsultants and subcontractors to have health insurance and to offer health insurance to their eligible dependants, as determined at the start of each project. Questions regarding these guidelines should be directed to the City of Tempe Engineering Division at (480) 350-8200.

1. All Prime Consultants who enter into a Public Works contract or General Contractors who bid on Public Works projects that are advertised for bid and enter into a contract in excess of \$30,000 with the City of Tempe after January 1, 2001, are required to sign an affidavit in the form attached hereto. The prime consultant or general contractor shall require that all major subconsultants or subcontractors, defined as entities doing work in excess of \$30,000, comply with the health insurance requirements. In signing the affidavit, prime consultants and general contractors may refer to and rely upon these Guidelines for interpretation.
2. Health insurance is required for permanent employees who work for the consultant/contractor more than one hundred and twenty (120) days in any calendar year. A "work day" consists of any time within a twenty-four hour period, regardless of number of hours that the individual is paid. This requirement excludes students working part-time who are enrolled in a recognized educational institution. Many companies have a grace period or a qualifying period prior to commencement of insurance coverage, which is acceptable so long as the employee coverage begins by the 120th day of contract signing. Temporary employees will be covered to the same extent as the City of Tempe covers temporary employees as determined at the start of each project.
3. If a contractor is a "Union" shop and withholds union dues from employees for health insurance coverage that is also offered to their eligible dependents and meets all City requirements, the Contractor may so note on the required affidavit.
4. The health insurance requirements herein apply to all employees that are directly involved with the City of Tempe project including support and administrative personnel.
5. Health insurance coverage must be maintained during the entire time of the contract, including any warranty periods, with the City.
6. All complaints concerning violations of the health insurance requirements shall be filed by an employee, in writing, with the Public Works Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Public Works Director, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision

of the Public Works Director may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.

7. In the event of a finding by the City of a violation of the insurance provisions, the company in violation of the provision shall be barred from bidding on, or entering into, any public works contract with the City for a minimum period of three (3) years.
8. All consultants and contractors subject to the health insurance requirements shall post, in English and Spanish, notice of the health insurance requirements at their office and at the job site. Signs for posting will be provided by the City.

These "Guidelines for Implementation of Health Insurance", issued and dated this 21st day of August, 2002, hereby amend all guidelines previously issued.