CITY OF TEMPE, ARIZONA
ENGINEERING AND TRANSPORTATION DEPARTMENT
DIVISION OF ENGINEERING

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into on the 27th day of June, 2019, by and between the City of Tempe, an Arizona municipal corporation ("City"), and Engineering and Environmental Consultants, Inc., an Arizona corporation ("Consultant").

City engages Consultant to perform professional services for a project known and described as Grease Trap Improvements - Various Facilities, Project No. 6708841Q ("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 professional services, as described in Exhibit “A” attached.

1.2. Consultant has assigned Carrie Cote 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 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.

1.4. 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 in 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.

1.5. Consultant shall submit all final construction documents in both hard copy and electronic format. Plans shall be 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.
1.6. 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.

1.7. Consultant shall perform the work in a manner and at times which do not impede or delay City’s operations and/or functions.

1.8. 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 within two hundred thirty (230) calendar days of the date appearing on the “Notice to Proceed” issued by City. In the event delays are experienced beyond the control of Consultant, the schedule shall be revised as reasonably 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 $124,918.00, unless otherwise authorized by City. This fee includes an allowance of $\ for reimbursable expenses, which in no event will ever be more than actual cost.

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

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Method</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Services</td>
<td>Hourly not to Exceed</td>
<td>$86,670.00</td>
</tr>
<tr>
<td>Post-design Services</td>
<td>Hourly not to Exceed</td>
<td>$18,348.00</td>
</tr>
<tr>
<td></td>
<td>Subtotal Task Amount:</td>
<td><strong>$105,018.00</strong></td>
</tr>
</tbody>
</table>

| Allowances                  | Method                  | Amount    |
|-----------------------------|                        |           |
| Reimbursable Expenses       | Not to Exceed           | $300.00   |
| Sub-consultant Services     | Not to Exceed           | $4,600.00 |
| Owner’s Allowance           | Not to Exceed           | $15,000.00|
|                            | Subtotal Allowances Amount: | **$19,900.00** |

| Total Compensation          | Method                  | Amount    |
|-----------------------------|                        |           |
|                            | Not to Exceed           | **$124,918.00** |

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. If Budget Schedule includes an Allowance for reimbursable expenses, in no event will payment exceed actual cost. 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 sub-consultant(s).

4.3. City reserves the right to conduct an independent value engineering review of the Project.

4.4. City may retain a consulting firm to prepare an estimate of construction costs. City may choose not to bid the Project unless and until all estimates received fall within a reasonable variance, as determined by City.

4.5. 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:
4.5.1. 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.

4.5.2. Available City data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.

4.5.3. 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 7740 N. 16th Street, Suite 135, Phoenix, AZ 85020. 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 inexcusable delay, default, non-performance or breach by Consultant, City shall be entitled to all remedies under the law. No premium will be awarded to Consultant for delivery and/or performance within the Contract term.

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. Consultant shall be solely responsible for deductible or self-insured retentions.

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. **Sub-consultants/Contractors.** Consultant shall include all sub-consultants and subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant 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 sub-consultant(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).

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 Engineering and Transportation Department, within thirty (30) days from discovery of a potential violation. An administrative hearing will be held before the Engineering and Transportation 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 Engineering and Transportation Director may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Engineering and Transportation 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 Engineering and Transportation 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 unless consultant receives written approval from the 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 indemnify and hold harmless City, its officers, and its employees, from liabilities, damages, losses, and costs, including reasonable attorney fees and court costs, to the extent caused by the negligence, recklessness or intentional wrongful conduct of Consultant, its subcontractors, design professionals, or other persons employed or used by Consultant in the performance of the contract or subcontract. Nothing in this section shall prohibit the requirement of insurance coverage that complies with this section, including the designation of any person as an additional insured on a general liability insurance policy or as a designated insured on an automobile liability policy. 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 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 based upon the criteria outlined in Exhibit C.

15.4. Legal Compliance. Consultant agrees and covenants that it will comply with 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 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 at the time services are performed. 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. **Boycott.** Consultant certifies that it is not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

15.6. **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 15.6 in any and all subcontracts hereunder. Any violation of such provisions shall constitute a material breach of this Contract.

15.7. **Effective Date.** This Contract shall be in full force and effect only when signed by the duly authorized City officials and the duly authorized agent of Consultant.

15.8. **Governing Law.** This Contract shall be governed and interpreted by the laws of the State of Arizona.

15.9. **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.

15.10. **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 15.10, 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.
15.11. **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.

15.12. **Consultant’s Good Standing.** Consultant hereby warrants and represents that it is an Arizona 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.

15.13. **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.

15.14. **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.

15.15. **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.

15.16. **No Waiver.** No breach or default hereunder shall be deemed to have been waived by 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.

15.17. **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.
15.18. 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.

15.19. 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.

15.20. 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.

15.21. 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.

15.22. 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:
Marilyn DeRosa
City Engineer
City of Tempe
Engineering and Transportation
Department/Engineering Division
31 E 5th Street, Mail Stop 01-8
Tempe, AZ 85281

CONSULTANT:
(Printed Name of Signatory)
Engineering and Environmental Consultants, Inc.
7740 N. 16th Street, Suite 135
Phoenix, AZ 85020

15.23. 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.

15.24. 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
APPENDIX, 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]
Grease Trap Improvements – Various Facilities  
Project No. 6708841Q

DATED this ___ 27th ___ day of ______ June ______, 2019.

CITY OF TEMPE, ARIZONA

By: _____________________________
Mark W. Mitchell, Mayor

By: _____________________________
Engineering and Transportation Director

ATTEST:

_______________________________
Carla R. Reece, City Clerk

Recommended By:

_______________________________
Deputy Engineering and  
Transportation Director/City Engineer

APPROVED AS TO FORM:

_______________________________
Judith R. Baumann, 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  
Engineering and Environmental  
Consulting, Inc.

_______________________________
Signature

_______________________________
Printed Name

_______________________________
Title

_______________________________
Email Address

_______________________________
Federal I.D. No./Social Security No.
May 1, 2019 (REV May 22, and May 28, 2019)
ATTN: Jenny Lopez, P.E.
Project Manager, Engineering Division
City of Tempe
31 E fifth Street
Tempe, Arizona 85281

Re: 6708841Q Grease Trap Improvements – Various Facilities
Design Engineering Services
Proposal and Scope of Work

Dear Ms. Lopez:

Engineering and Environmental Consultants, Inc. (EEC) is pleased to submit this proposal to provide professional engineering services for the assessment and design phase of City owned grease trap facilities. The City is experiencing some operational issues with grease traps at City owned facilities. This proposal is for providing assistance to the City to evaluate and upgrade/replace the grease traps for proper operation.

Enclosed you will find our Scope of Work (Attachment A) and Estimated Fee (Attachment B) based on our understanding as reviewed in our meeting dated April 10, 2019. Due to some of the unknown conditions of the existing facilities, we have included additional allowances in our fee to be utilized, should it be required.

The services proposed include:

Initial Assessment Phase where EEC will research existing information and conduct site visits to present preliminary findings and recommendations for upgrades.

Design Phase includes efforts to prepare design plans for four sites initially identified for upgrades and additional visual assessments for other sites.

Post Design Phase includes effort to coordinate with the JOC contractor, review shop drawing submittals and respond to any RFI’s as well as provide as needed site inspections.

Additional Work Phase includes allowances for any additional efforts needed for design, visual assessment, post design, and permit assistance. These allowances will be charged on a time and material basis not to exceed.

Allowances and Reimbursables is included for the camera sub-consultant, owner allowance and reimbursable items such as printing, reproduction, specialty equipment.
The proposed total fee of $124,918.00 is detailed in Attachment B with a summary table included below. This project fee will be billed on an hourly basis, for labor effort not to exceed $105,018.00 plus allowances. We anticipate the duration of this project to be approximately 7 months through the construction of the first four sites (see Attachment C for Estimated Project Schedule)

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<tr>
<th>Task Description</th>
<th>Contract Method</th>
<th>Amount</th>
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<tr>
<td>Contract Services Phase 1 - 5 (Design)</td>
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<td>Contract Services Phase 3 and 4.4 only (Post Design)</td>
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<td>Allowances and Reimbursables</td>
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<td>Sub-Consultant Allowance</td>
<td></td>
<td>$4,600.00</td>
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<td>Owner Allowance</td>
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<td>$15,000.00</td>
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<td>Reimbursables</td>
<td></td>
<td>$300.00</td>
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<td>Total Phase Allowance</td>
<td>Not to Exceed</td>
<td>$19,900.00</td>
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<tr>
<td>TOTAL PROJECT AMOUNT</td>
<td>Not to Exceed</td>
<td>$124,918.00</td>
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We have also included Attachment D with resumes of the project team and Attachment E includes the sub-consultant proposal.

We are excited to have this opportunity to work with the City. Once you’ve had a chance to review this proposal, should you have any questions, please do not hesitate to contact me directly at (602) 248-7702 EXT 7322.

Sincerely,

ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

Carrie Cote, PE
Project Manager

Enclosures

Customer Focus | Commitment | Communication
www.eec-info.com
Attachment A

Proposed Scope
Purpose and Objectives
City’s staff is experiencing some operational issues with Grease Traps at facilities that the City owns and operates. The City has initiated the process to evaluate and upgrade or replace the grease traps to meet the conditions of the City’s own pre-treatment requirements. The current known status of the grease trap facilities is as outlined below. Included below under “Scope Assumptions” indicate our current understanding of tasks needed for each of the facilities and our fee is developed based on these assumed tasks:

<table>
<thead>
<tr>
<th>Priority</th>
<th>Facility</th>
<th>Scope Assumption</th>
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<tbody>
<tr>
<td></td>
<td><strong>NEEDS REPLACEMENT</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Tempe Diablo Stadium</td>
<td>Evaluate sizing/connections and Prepare plans and permits as required for replacement</td>
</tr>
<tr>
<td>2</td>
<td>Kiwanis Recreation Center</td>
<td>Evaluate sizing/connections and Prepare plans and permits as required for replacement</td>
</tr>
<tr>
<td>3</td>
<td>Tempe Adult Day Health Care Center</td>
<td>Evaluate sizing/connections and Prepare plans and permits as required for replacement</td>
</tr>
<tr>
<td>4</td>
<td>Pyle Adult Rec Center</td>
<td>Evaluate sizing/connections and Prepare plans and permits as required for replacement</td>
</tr>
<tr>
<td>5</td>
<td>Hackett House</td>
<td>No Action required for this project</td>
</tr>
<tr>
<td></td>
<td><strong>COULD BE UPGRADED / REVIEWED FOR COMPLIANCE</strong></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>North Tempe Multi-Generational Center</td>
<td>Camera facility/ provide assessment for sizing/functionality/compliance</td>
</tr>
<tr>
<td>7</td>
<td>Cahill Senior Center (Westside)</td>
<td>Camera facility/ provide assessment for sizing/functionality/compliance</td>
</tr>
<tr>
<td>8</td>
<td>Tempe Center for the Arts</td>
<td>Camera facility/ provide assessment for sizing/functionality/compliance</td>
</tr>
<tr>
<td></td>
<td><strong>RECENTLY REPLACED</strong></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Ken McDonald Golf Course</td>
<td>No Action required for this project</td>
</tr>
<tr>
<td>10</td>
<td>Tempe Library Connections Café</td>
<td>No Action required for this project</td>
</tr>
<tr>
<td>11</td>
<td>Escalante Community Center</td>
<td>Submit for permitting</td>
</tr>
<tr>
<td>12</td>
<td>Rolling Hills Golf Course</td>
<td>No Action required for this project</td>
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<tr>
<td></td>
<td><strong>OTHER</strong></td>
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<tr>
<td>13</td>
<td>Tempe Transit Center</td>
<td>No Action required for this project</td>
</tr>
<tr>
<td></td>
<td><strong>TO BE DETERMINED</strong></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Mitchell’s School / Childs Play</td>
<td>Research data for as-built conditions</td>
</tr>
<tr>
<td>15</td>
<td>Iglesia / 5 star pizza / child center</td>
<td>Research data for as-built conditions</td>
</tr>
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</table>
The body of knowledge currently available includes a tabular description of the facility and location and the current known grease trap device. This information provides an initial data base from which the evaluation can begin. An initial review of existing plan documents and a field visit to each site would be provided as part of the scope of services. At each site, a City representative would be scheduled for site walk to last approximately 1-2 hours (per site) to establish information as outlined in a questionnaire. This questionnaire will be established during our initial assessment phase.

Our attached Fee Estimate included in Attachment B is based on phasing of the project to meet project objectives. The phases are outlined below:

**Proposed Engineering Services**

The proposed services have been divided into phases organized for an efficient program to cover all the identified grease trap facilities.

**Phase 1 – Initial Assessment**

1.1 **Review Existing Site Information:** Prior to site visits, EEC will research, and review as-built drawings provided by the City. These as-built drawings will be utilized as a basis to prepare a preliminary site plan to establish current conditions. We understand that many of the existing drawings may not detail the current grease trap construction condition.

1.2 **Initial Site Visits:** EEC will coordinate with City staff to establish a schedule for an initial site visit to each identified facility. The site visits will provide EEC an understanding of the current facility location and layout. Based on the Scope Assumption outlined in Table 1, ten (10) sites were identified to require action (see Figure 1). These sites will be coordinated for initial site visits:

   A. Tempe Diablo Stadium
   B. Kiwanis Recreation Center
   C. Tempe Adult Day Health Care Center
   D. Pyle Adult Rec Center
   E. North Tempe Multi-Generational Center
   F. Cahill Senior Center (Westside)
   G. Tempe Center for the Arts
   H. Escalante Community Center
   I. Mitchell’s School/Childs Play
   J. Iglesia/5 Star Pizza/Child Center

For purposes of fee estimating, we have assumed 1.5 hrs for each site visit and that multiple sites could be scheduled in a day’s visit.

1.3 **Preliminary Site Findings:** EEC will prepare a summary report on the initial site visits and provide photos and recommendations for further action (if any) for each site. This report will outline the information found at each site an include information on the type and capacity of grease trap, number
LEGEND

(A) TEMPE DIABLO STADIUM
(B) KIWANIS RECREATION CENTER
(C) TEMPE ADULT DAY HEALTH CARE CENTER
(D) PYLE ADULT REC CENTER
(E) NORTH TEMPE MULTI-GENERATIONAL CENTER
(F) CAHILL SENIOR CENTER (WESTSIDE)
(G) TEMPE CENTER FOR THE ARTS
(H) ESCALANTE COMMUNITY CENTER
(I) MITCHELL'S SCHOOL / CHILDS PLAY
(J) IGLESIA / 5 STAR PIZZA / CHILD CENTER
of facilities connected, current operational issues, type of facility discharging to grease trap, number and type of fixtures, facility usage information, and permit compliance. These criteria may change, based on agreed parameters to be evaluated.

For the facilities Tempe Diablo Stadium, Kiwanis Recreation Center, Tempe Adult Day Health Care Center and the Pyle Adult Rec Center (Sites A-D, currently identified for upgrade), the site visits will confirm existing conditions for the purposes of preparing design drawings in Phase 2.

1.4 Project Coordination and Correspondence: This task includes efforts to administer this contract and all management, coordination and correspondences with the project team for site visits, review and approval efforts. In addition to a kick-off meeting, an additional six (6) meetings are estimated for project status meetings, project review meetings and JOC contractor meetings. We have included specific Project Meeting No.1 to be approximately four weeks after initial kick-off, Meeting No.2 to be the 60% plan submittal review meeting and Meeting No. 3 to be the 100% plan submittal meeting. Time has also been included for preparation of documents for and after the meetings and include meeting agendas, meeting minutes, and attendance list. The project administration efforts include payment requests and requests for authorization of allowance work.

1.5 Deliverables

- Preliminary Site Findings Summary Report

Phase 2 – Preliminary Design

2.1 Design Preparation (4-sites): This phase will include preparation of design documents for Sites A-D as outlined in Phase 1 and include evaluation of grease trap sizing and connection requirements based on site findings in Phase 1. For the purposes of fee estimating, we have assumed that the drawing set will be “stand alone” project drawings that include a (at a minimum) the following sheets:

- Cover Sheet
- Construction Notes
- Site Plan
- Removal and Installation Details

The design documents shall be per City of Tempe Rules and Procedures for Interceptors and Traps for Wastewater Pretreatment (2017). This task also includes effort to respond to review comments and updated design plans per comments.

2.2 Additional Visual Assessment (3 sites): This phase will also continue with additional investigation of sites that were identified as needing camera visual assessments. Based on initial review of the facility information in Table 1, the North Tempe Multi-Generational Center, Cahill Senior Center and Tempe Center for the Arts (Sites E-G) will require camera visual assessment. We have contacted our sub-consultant for the camera work and an estimated cost per site is provided in our fee based on assumed level of effort. Prior to the camera visual assessment, the grease traps will need to be pumped out. We have assumed that City staff will coordinate pumping out the grease trap prior to a scheduled visual
assessment. During visual, if it is determined that grease traps have plumbing issues, EEC will develop alternatives for solution to connectivity and submit to City for review and approval. Once the visual assessments have been completed, the summary report prepared in Phase 1 will be updated to include new findings of these sites.

2.3 Permitting: EEC will coordinate all efforts to prepare required permitting for each new facility. Applications for permits and associated documents will be included when submitting approval of new grease trap design plans. For on-site work, a Project Submittal Application will need to be provided to City of Tempe Community Development Department. A Wastewater Discharge Permit Application and Questionnaire may also need to be submitted, depending on current permit status of the grease trap facility.

2.4 Deliverables

- Design Drawings (Sites A-D)
- Updated Site Findings Summary Report
- Permit Application Package

Phase 3 - Post Design

3.1 Assistance During Construction: This phase will include post design assistance for initial four sites (Sites A – D) responding to Requests for Information (RFI) and shop drawing reviews during the construction phase. EEC will provide review and approval or comments for shop drawings submitted by the contractor. RFI's from the contractor will be addressed and include any exhibits needed for clarification.

3.2 Site Inspections: EEC will provide as needed field inspections and prepare Construction Inspection Reports during the construction phase for the initial four sites (Sites A-D)

3.3 Deliverables

- Copies of contractor submittals, corresponding responses and construction inspection reports
- As-Built Drawings

Phase 4 - Additional Work

Due to the unknown conditions of some of the grease trap facilities, we are including allowances for potential additional work. EEC would only use these allowances with prior authorization from the City’s Project Manager. EEC would notify the City’s Project Manager as soon as possible if the additional allowances will be required and provide justification for the request.

4.1 Design Allowance: Our fee is based on the assumption that available existing as-built information contains adequate information on existing features in order to prepare a base plan from which design can be based off of. Additional efforts may be required to establish existing site information. Additional design efforts may also be required once camera work has been completed for the facilities E-G.
design allowance provides for budget for potential additional efforts during design as well as develop alternatives for Owner to review.

4.2 Visual Assessment Allowance: Our fee is based on an estimated 1.5 hrs for initial site visits and additional visual assessments with camera sub-consultant. This allowance is for any additional efforts or site visits that may be needed.

4.3 Permit Assistance Allowance: This allowance is for additional permitting efforts and includes preparation of applications and required documents and coordinating review and responding to review comments.

4.4 Post Design Allowance: This allowance is for additional post design services for four additional sites. EEC will be providing as needed post design effort for any shop drawing reviews, response to requests for information and requested site inspections for four additional sites.

Phase 5 - Allowances and Reimbursables

5.1 Sub-Consultant Allowance: This allowance is for our sub-consultant to provide additional camera work for visual assessments. The proposal submitted by our sub is a typical cost to camera one site, up to 200LF of pipe. Any effort in excess of the base estimate will be corresponded to the City.

5.2 Owner Allowance: An Owner's Allowance in the amount of $15,000 is provided for additional services not identified in this scope of work but determined by the City to be required for completion of the project. All tasks completed under this allowance shall be identified and authorized by the City’s Engineering Project Manager in advance.

5.3 Reimbursables: This line item will include any expenses for reproduced documents and specialty equipment that may be required.

Exclusions
Our fee estimate does not include the following:

- Field survey
- Geotechnical analysis
- Structural analysis
- Waste discharge characterization
- Review fee costs
- Cultural surveys
- Biological surveys
- 404 permitting

Team Members

<table>
<thead>
<tr>
<th>Name</th>
<th>Project Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carrie Cote, PE</td>
<td>Project Manager</td>
</tr>
<tr>
<td>Ray Morgan, PE</td>
<td>Technical/Regulatory Advisor</td>
</tr>
<tr>
<td>Bob Owens, PE</td>
<td>Project Engineer</td>
</tr>
<tr>
<td>John Burton</td>
<td>Environmental Lead</td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
</tr>
<tr>
<td>-----------------</td>
<td>---------------------------------</td>
</tr>
<tr>
<td>Oliver Sullivan</td>
<td>Environmental Technician/Inspector</td>
</tr>
<tr>
<td>Jim Robertson</td>
<td>Engineering Designer/Inspector</td>
</tr>
</tbody>
</table>
## ATTACHMENT B - Fee Estimate

City of Tempe - Grease Trap Improvements - Various Facilities

### Professional Fee Estimate

<table>
<thead>
<tr>
<th>Project Task</th>
<th>SOW Task</th>
<th>Task Description</th>
<th>Estimated Costs</th>
<th>Estimated Total Hours</th>
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<th>Proj Eng/Env Lead</th>
<th>Designer /Inspector</th>
<th>Env Tech/Inspector</th>
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<td></td>
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<td>1.4 Project meetings/coordination and correspondence (all phases)</td>
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<td>166 6</td>
<td>$175.00</td>
<td>$124.00</td>
<td>$115.00</td>
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<td>2.2 Additional visual assessments (3 Sites)</td>
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<td>3.1 Assistance During Construction (RFI's/shop drawings/As-Built Drawings)</td>
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## City of Tempe - 6708841Q Grease Trap Improvements

### Attachment C - Estimated Project Schedule

| Item No. | Task No. | Task Description                          | Week 1 | Week 2 | Week 3 | Week 4 | Week 5 | Week 6 | Week 7 | Week 8 | Week 9 | Week 10 | Week 11 | Week 12 | Week 13 | Week 14 | Week 15 | Week 16 | Week 17 | Week 18 | Week 19 | Week 20 | Week 21 | Week 22 | Week 23 | Week 24 | Week 25 | Week 26 | Week 27 | Week 28 |
|----------|----------|--------------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 1        | 1.4      | Project Kick off                           |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| 2        | 1.4      | Team/Agency/Contractor Coordination        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| 3        | 1.1      | Review & Research site info               |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| 4        | 1.2      | Initial Site Visits                        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| 5        | 1.3      | Preliminary Site Findings                 |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| 6        | 1.4      | Project Meeting #1 (Preliminary Submittal) |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| 7        | 1.4      | Project Meeting #2 (60% Submittal)         |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| 8        | 1.4      | Project Meeting #3 (100% Submittal)        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|          |          | Preliminary Design                         |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| 10       | 2.1      | Preparation base plans (Sites A-D)         |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| 11       | 2.1      | Prepare 60% Site Plans                     |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| 12       | 2.1      | Submit to Tempe & Agency Review            |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| 13       | 2.1      | Prepare 100% Site Plans                    |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| 14       | 2.1      | Submit to Tempe for Review                 |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| 15       | 2.3      | Final Site Plan Submittal & Permit Application |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| 16       | 2.3      | Permit Approval                            |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| 17       | 2.2      | Additional Visual Inspections (Sites E-G)  |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| 18       |          | Estimated design time for Site E-G         |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|          |          | Post Design                                |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| 19       | 3.1      | Review Contractor Submittals/Drawings (Sites A-D) |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| 20       | 3.2      | Site Inspections as needed                 |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
Attachment D

Resumes
BACKGROUND
Ms. Côté has over 18 years of experience in civil engineering with an emphasis in municipal and private water and wastewater infrastructure projects. Her specific experience include engineering and management of projects encompassing planning, design, permitting and management of sewer and waterline projects of varying diameters, water and sewer evaluation studies, drainage analysis and designs, wells designs, potable pump station designs, storage tank designs; wastewater and effluent pump stations, computer modeling, permitting, cost estimating, quantity analysis, design review, bid assistance and construction assistance. In addition, she has prepared local, county and state permits including Aquifer Protection Permits, NPDES permits, Reuse Permits and Army Corps of Engineers 401 and 404 permits.

RELEVANT PROJECT EXPERIENCE
WATER/WASTEWATER
Water and Wastewater System Evaluation Statewide (Arizona State Parks) – Project Manager for an evaluation of the condition of water and wastewater systems at 18 state park sites and developed a priority matrix, along with budgetary cost estimates for recommended upgrades. EEC reviewed existing system plans and visited 18 park sites and conducted interviews with system operators to understand the system deficiencies, as well as provided visual assessments of the systems. A consolidated list of upgrades for each park was recommended and budgetary costs were developed. This allowed State Parks to prioritize funds for needed upgrades at the parks.

Illicit Discharge Detection and Elimination (IDDE) Investigation (City of Phoenix) - Project Principal for a stormwater investigation EEC completed on behalf of the City of Phoenix Water Services Department and consisted of an Illicit Discharge Detection and Elimination (IDDE) investigation. EEC staff conducted the IDDE investigation to identify and locate dry weather flows entering the City’s storm sewer system and determine if they were allowable or required elimination in accordance with permit requirements. EEC developed a sequential plan to camera from the downstream storm sewers and identify laterals with any flows and continue to investigate by camera further upstream where flows were found.

Prince and Oracle Sewer Replacement (Pima County Wastewater Management Department) – Project Manager where EEC provided effort to review existing flow conditions and sewer capacity capabilities using camera videoed footage and flow metering data. From the data review, we were able to recommend to the County to upgrade a diversion channel upstream of the capacity restriction area so that flows can be diverted to a larger capacity sewer. Additional upgrades were recommended for sewer replacement. EEC is currently in the design phase of the recommended upgrades.

Stormwater Permit Compliance & Support Services (City of Phoenix Aviation) – Project Principal over a team of inspectors providing support to the Prime Consultant in assisting the City of Phoenix Aviation department for permit compliance. EEC conducted quarterly tenant compliance inspections, outfall visual assessments,
emergency response, training and outreach, SWPPP updates and MSGP regulatory tracking.

Johnny G. Martinez Water Treatment Plant (City of Tempe) – As project engineer, provided professional environmental services to the City of Tempe to obtain an individual APP for the Johnny G. Martinez Water Treatment Plant. Effort included evaluation of flow data and capacity analysis of the impoundment, providing permit supporting documents such as BADCT, closure/post closure cost analysis and monitoring recommendations.

Zip Travel Center (Esencia, LLC) – Managed the design team to assist in permitting upgrades and expansion to the existing on-site wastewater treatment system due to the expansion of the customer center and restaurant seating. EEC was tasked with reviewing, updating and developing the performance assurance plan, design documents, total nitrogen calculations, 208 consistency submittal, site investigation report, and post design assistance.

Diamond Mountain Water and Wastewater Due Diligence Study (Diamond Mountain Development) – Supervised the creation of a due diligence report for the Diamond Mountain development water and wastewater system. This project consisted of evaluating water and wastewater service to 75 cabins in a secluded retreat-type setting, including developing design flow criteria and evaluation of alternative treatment methodologies. Also provided the due diligence report and estimated costs to construct a water system to the cabins and exploring on-site wastewater treatment options for a typical cabin.

Civic Center Reclaimed Water Conversion (City of Surprise) – Provided engineering evaluation and design services to convert the existing potable water irrigation system at Civic Center to a reclaimed water irrigation system. Conducted extensive field verification of existing infrastructure and are preparing plans for permit approval to Maricopa County, ADEQ and the City of Surprise. This project included water modeling, of the existing booster pump station.

Arizona Reflections Reclaimed Water Irrigation System (Arizona Reflections c/o Caretaker HOA Management) – Developed field investigation plan for Arizona Reflection Subdivision to determine feasibility of converting the existing irrigation system from potable water use to reclaimed water use. Using extensive field investigation tests, prepared design plans for the system conversion including as-buils of the existing system, designed new piping, upgraded existing booster pumps, and prepared all City, County and State permits. Additionally, provided post design services and preparation of final certificate of completion and operations and maintenance manual.

Gray Water Study (Pima County Wastewater Management Department) – This gray water study included calculating flow rates, pipeline capacity, and performing research related to other municipalities' programs. The study also identified means to implement a low flow water fixture program and a gray water program for new housing in a manner that will minimize negative impacts on the Pima County wastewater conveyance system.

Sabino Creek Force Main (Pima County Regional Wastewater Reclamation District) – Provided professional engineering services related to design improvements, construction administration, and startup assistance for the Sabino Creek Force Main and Lift Station.

Ocotillo Water Reclamation Facility – Phase 1 and 2 (City of Chandler) – The City's OWRF plant was in need of facility repair and upgrades. Ms. Cote provided project management and construction management services. Project included initial analysis, detailed design permitting and post design services for facility repair and upgrade requirements of the site parking and access roadways, site drainage, headworks concrete channel lining, influent pump replacement, grit classifier replacement, aeration header re-routing, aeration basin pipe replacement, clarifier tank concrete repairs, steel deck shade structure, administration building upgrades, and pipe painting and signage upgrades. Ms. Cote provided Construction Administration for the Phase 1 project, overseeing the contractor's activities and reviewing and providing all recommendations for Field Directives and Change Orders, reviewing all pay applications, mainlining scheduling, attending progress meetings, responding to contractor RFI's, and preparing as-built plans and permit documents for final approval.
BACKGROUND
Mr. Morgan has over 45 years of experience including 1 year with EEC. He has a broad civil engineering background with experience in designing wastewater sewer systems, pump stations, interceptors, and collector sewers. He also has significant experience in inspecting water and wastewater systems, wastewater treatment plants, construction sites for stormwater compliance and commercial and industrial sites for compliance.

RELEVANT PROJECT EXPERIENCE
Twin Peaks/Blue Bonnet Gravity Sewer (Pima County Regional Wastewater Reclamation Department) – Project Principal for the detailed design of 4.7 miles of 15"-18" sewer. Preliminary engineering includes survey, drainage evaluation, flow & hydraulic evaluation, ROW/easement review, utility as-built plan coordination and base sheet development (Segment 2), Native Plant Inventory, Jurisdictional Delineation, Alignment Analysis, and Biological Evaluation. This is a Design-Build project and requires an expedited project completion. Our project team established a communication process to streamline the exchange of documents and track risks. A risk register was developed to monitor potential delays and identifying solutions to mitigate.

Previous Work Experience:
Arizona Department of Environmental Quality - Position: Environmental Engineer/Compliance Officer 2005-2017 - Reviewed engineering drawings for wastewater systems, drinking water systems and onsite wastewater treatment facilities to determine if the design was in compliance with the Arizona Administrative Code (AAC). Conducted field inspections of wastewater treatment facilities to determine if they were in compliance with their Aquifer Protection Permit (APP) and their Arizona Pollutant Discharge Elimination System (AZPDES) permit. Conducted stormwater inspections to confirm that covered facilities were in compliance with the Construction General Permit (CGP) and the Multi Sector General Permit (MSGP). Conducted inspections of onsite wastewater treatment facilities to determine if they were in compliance with their operating permit and with the AAC if the facility was newly constructed. Conducted inspections of drinking water systems to confirm they were in compliance with their operating permits and the AAC. Provided technical support for other ADEQ staff as needed. I also train other engineering staff and compliance staff in how to perform their jobs.

Raymond D. Morgan, Consulting Engineer - Position: Consultant 2004 - Supported the Pima County Attorney’s staff in defending Pima County Wastewater Management from a major lawsuit. Sat in on depositions of the plaintiff’s expert witness to give advice to Pima County’s attorney on what questions to ask and to plan a strategy for an out of court settlement or a trial if needed. In addition, reviewed depositions of other Pima County staff and did various calculations to prepare for either of the two alternatives previously mentioned.
Pima County Wastewater Management - Position: Chief Engineer 2003-2004 - Supervised the Engineering Division which consisted of 5 sections (Field Engineering, Systems Design, Treatment Design & Construction, Planning & GIS/Engineering Records). This division had 77 staff positions, excluding my own position. Responsible for all engineering design work and construction work that was done for our Department. Responsible for determining the available conveyance capacity in our interceptors and the communication of that information to the development community and to upper management in our department. Responsible for developing and implementing the budget for the Engineering Division. Approached my management responsibilities by delegating authority to my subordinate staff and then monitoring their work efforts. My management style was to win the respect, trust and loyalty of my staff in an environment of open communication between myself and my staff. I utilized good communication skills which included meetings, letters and memos, emails and telephone calls to coordinate the work efforts of my own staff and to resolve problems with developers, consultants and other governmental agency staff. I stressed to my staff the importance of good communication with the people that they dealt with. I also focused on equipping my staff with good equipment and training to better enable them in doing their jobs. The most important resource that I had was my staff. The more knowledgeable and capable they were, the more effective they would be in doing their jobs.

Pima County Wastewater Management - Position: Systems Design Section Manager 1984-2003 - Managed the Systems Design Section (which consisted of 11 employees), overseeing the design of wastewater conveyance projects, pumping stations, treatment facilities, and sewer rehabilitation projects for Pima County Wastewater Management. Manage engineering procurement through the M.E.D.S. program and RFPs; oversee management of project contracts. Manage financial operation of the Design Section, including cost projections and preparation of annual operating budget. Supervise multiple work groups including design engineering, engineering support, and engineering computer management. Supervise registered professional engineers, technicians, and consultants on design of landfills (including facilities to remove leachate and vent methane gas), wastewater pump stations, interceptor sewers, trunk sewers and collector sewers, and modifications to outlying treatment facilities (including preparation of plans & specs). Design cured-in-place pipe (cip) rehabilitation for wastewater sewers (including preparation of plans & specs). Perform project management (supervising consulting firms, overseeing project design, and managing contracts) for the design of wastewater pumping stations, interceptor sewers, trunk sewers, and sewer rehabilitation projects. Perform project management for the design of outlying wastewater treatment facilities, including analysis of cost, construction methods, and quality of effluent. Prepare project budgets for both design and construction phases of projects. Supervise project scheduling and tracking for all design projects. Coordinate regulatory compliance issues with Corps of Engineers on 404 permits, the U.S. Fish and Wildlife Service on biological clearance for endangered species, and the EPA on storm water pollution control permits. Review all pump station designs for single family residences, apartment complexes, businesses and industrial facilities for compliance with Pima County Ordinance 2002-26. Review construction plans and specs from other governmental agencies whose construction projects impact our existing sewers. Review sewer construction plans that need special input concerning wastewater pump stations, corrosion issues, protective coatings issues, and scour and erosion issues. Worked with the Operations Division to correct operational and maintenance problems in the wastewater conveyance system.

Pima County Wastewater Management - Position: Systems Design Section Manager – Special Assignment 1983-1984 Managed all aspects of project to bring Pima County Wastewater Management’s Industrial Wastewater Control Program into compliance with a consent decree covering federal environmental regulations. I supervised 20 employees while on this special assignment. In general, I supervised staff in identifying all industrial wastewater dischargers in the Tucson Metro Area and identified the nature of the pollutants that they discharged. We then developed a program to require the appropriate pre-treatment and how to monitor their effluent to make sure they met the pretreatment standards for that their pollutants. More specifically, I evaluated existing procedures, staff, and equipment, and then designed and implemented changes to satisfy the federal consent decree. I created new staff positions, managed procurement of required technology, and hired consultants. I supervised staff that identified all industrial wastewater dischargers and then issued them permits detailing what controlled substances they were discharging, what pre-treatment was required, and what tests were needed at what intervals. I performed project management for a consulting firm to develop a specialized computer program to track all project data. The EPA approved our Industrial Wastewater Control Program after one year of implementation which in turn satisfied the requirements of the federal consent decree.

R. Morgan – Page 2
BACKGROUND

Mr. Sullivan has a bachelor degree in Geological Science and his education has given him four years of experience in the field and the laboratory. His areas of expertise include geology, chemistry, physics, mathematics, and technical writing.

RELEVANT PROJECT EXPERIENCE

City Of Phoenix Aviation Department Storm Water Management Planning (City Of Phoenix Aviation Department C/O CDM) – Primary inspector for stormwater compliance inspections for the three City airports: Sky Harbor, Goodyear and Deer Valley. Inspections included review of documentation, identification of activities performed, Best Management Practice review and identification of SWPPP compliance issues. Also assisted airport tenants and the City on corrective actions as-needed and coordinated with the Aviation Department to prepare for filing new notices of intent for the City and airport tenants should the new Multi-Sector General Permit be issued. Facility inspections also consist of waste generating and disposal documentation, oil/water separator inspections and documentation overview, stormwater inlets and outfall inspections.

Phase II Environmental Site Assessment Soil Sampling (City Of Phoenix) - Assist in initial assessment of the potential impact upon removal of the oil/water separator located at the South Transit Center Located at 2225 West Lower Buckeye Road. EEC observed the excavation and stockpiles created by the contractor and sample for potential impacts.

City Of Phoenix Aviation Environmental Emergency Response (City Of Phoenix Aviation Department) – Overview of an oil/water separator spill located at Phoenix Deer Valley Airport. EEC observed the spill and determine potential impacts that may occurred. EEC also assisted on the oversight for the sampling, cleaning and documentation process.

Phoenix Aviation Rental Car Center Underground Storage Tank Permanent Closure (City Of Phoenix Aviation Department) – EEC completed oversight of the UST system removals and environmental sampling for Advantage Rental Car. In addition to the UST, EEC also assisted in the removal for the oil water separator. EEC reviewed the UST Permanent Closure reports completed by the environmental consultants (Stantec and GES) and verified the closure activities were conducted in accordance with the Arizona Department of Environmental Quality’s (ADEQ) Underground Storage Tanks Permanent Closure and Change-In-Service Guidance Document.

Phase II Environmental Site Assessment for (Goman & Company) – Assist ERI in initial assessment of the potential impact from in-ground lifts located at 2102 E. Apache Blvd., Tempe, AZ 85281. EEC observed the removal of two below-ground hydraulic lifts which have been known to contain hydraulic oil with polychlorinated biphenyls. EEC completed the sampling and reporting and compared the laboratory data with Arizona Soil Remediation Levels.
IDDE Investigation At 5th Street And Monroe (City Of Phoenix) – Conducted an Illicit Discharge Detection and Elimination Investigation of two dry weather flows to include (1) City of Phoenix Outfall #SR010 and (2) North 5th Street and East Monroe Street. Traffic control plans were designed for the field investigation. Also responsible for directing field personnel activities and contracting and managing subcontractors for televiewing, utility locating, and ground penetrating radar.

IDDE Investigation At 7th Avenue And The Salt River (City Of Phoenix) – Conducted an Illicit Discharge Detection and Elimination Investigation at 7th Avenue and the Salt River. The City had a large flow exiting the 7th Avenue outfall pipe at the Salt River. EEC conducted a storm drain review, manhole survey, and video inspection, of approximately 18,000 feet of storm pipe to determine the locations of dry weather flows. These flows were mapped and reported for the City.

IDDE Investigation Along Central Avenue (City Of Phoenix) – Conducted an Illicit Discharge Detection and Elimination Investigation on behalf of the city of Phoenix to determine their interconnects to the ADOT Central Avenue tunnel alignment between the Salt River and I-10 Papago Freeway (approximately 3 miles). Once interconnects were determined and the source(s) identified dry weather flows from the City’s system into the ADOT tunnel.

IDDE Investigation 12th Street To SR-51 (City Of Phoenix) – Conducted an Illicit Discharge Detection and Elimination Investigation on behalf of the City of Phoenix to determine their interconnects to the ADOT drainage system along I-10 from 12th Street to State Route 51 (approximately 1 mile). Once the interconnects were determined EEC identified dry weather flows from the City of Phoenix drainage system into the ADOT system within the project area and identified the source(s) if possible.

Septic Removal, 3405 S. 40th Street (Arizona Department of Transportation) – EEC abandoned one septic system located at 3405 S. 40th Street in Phoenix, Arizona. The property was owned by ADOT and was serviced by a 750 gallon pre-cast concrete septic tank. Septic system abandonment activities were conducted in accordance with Maricopa County Environmental Health code Chapter 2, section 8 and general County compliance.

Abandonment of 6 Drywells Near I-10 and Baseline Road, Tempe, Arizona (Arizona Department of Transportation) – Assessed and abandoned six drywells located near the northwest corner of I-10 and West Baseline Road in Tempe, Arizona. Abandonment was occurring as part of ADOT’s advanced property acquisition for the planned widening of I-10.

ADOT Municipal and Facilities Stormwater Sampling (Arizona Department of Transportation) – Conducted stormwater monitoring at five ADOT Municipal Separate Storm Sewer System (MS4) outfall locations and four ADOT facilities during the summer and winter sampling season.


Former Trailside General Store (Arizona Department of Environmental Quality) – Performed confirmation sampling and LUST case closure activities. This consisted of three confirmation soil borings at the former release areas, two rounds of compliance groundwater sampling of ten wells, investigation –derived waste management, abandonment of twelve monitoring wells and reporting.

Permitting and Compliance Support (Maricopa County Risk Management) – Provided permitting review and plan update at several County facilities that included review of existing facilities and industrial Stormwater Pollution Prevention Plans (SWPPP), Spill Prevention Control and Countermeasure Plans (SPCCP), and Aquifer Protection Permits (APP) for compliance with regulations and update. Prepared an SPCCP for one new facility and assisted MCRM in evaluating if other facilities required plans/permits. Determined the regulatory status of six transfer stations and if SWPPP’s were required. Updated the county’s training modules for SWPPP’s and SPCCP’s as needed.
EDUCATION
- BS, Engineering - Civil, Oregon Institute of Technology, 1980

BACKGROUND
Mr. Robertson has engineering experiences encompassing a diverse background over a period of 25 years in Project Management and Designer for public and private infrastructure projects including water, wastewater, and utility design projects, paving, drainage and site civil design and construction management, observation, inspection, and testing of multiple aspects of engineering. Mr. Robertson is experienced with agency requirements throughout the State of Arizona.

RELEVANT PROJECT EXPERIENCE
Water and Wastewater System Evaluation Statewide (Arizona State Parks) – Site Inspector for an evaluation of the condition of water and wastewater systems at 18 state park sites and developed a priority matrix, along with budgetary cost estimates for recommended upgrades. EEC reviewed existing system plans and visited 18 park sites and conducted interviews with system operators to understand the system deficiencies, as well as provided visual assessments of the systems. A consolidated list of upgrades for each park was recommended and budgetary costs were developed. This allowed State Parks to prioritize funds for needed upgrades at the parks.

Civic Center Reclaimed Water Conversion (City of Surprise) – Provided field and design engineering for the evaluation, design and permitting to convert the existing potable water irrigation system at Civic Center to a reclaimed water irrigation system. Conducted extensive field verification of existing infrastructure and prepared plans for permit approval to Maricopa County, ADEQ and the City of Surprise. This project included water modeling of the existing booster pump station. The City specifically requested Mr. Robertson to conduct inspections and assistance during construction due to his attention to detail.

City of Scottsdale Fire Station #616 (City of Scottsdale) - As civil subconsultant to Breckenridge Group Architects, EEC provided services to complete the conceptual and detailed design for grading and drainage, water/sewer/fireline, easement exhibits and legal descriptions, drainage report, NAOS, and final plat for a new fire station in Scottsdale. The scope of services involved planning and design for a new fire station to serve the Desert Mountain area of Scottsdale. The civil design involved hillside grading and drainage analysis and was designed for an environmentally sensitive area. The project is planned to be completed in 2018.

Tohono O’Odham Fire & Police Station (Tohono O’Odham Nation) - EEC provided civil engineering design services to prepare detailed site civil design plans including grading and drainage, on-site and offsite water and sewer, site survey, drainage analysis and permit submittal assistance.

Zip Travel Center (Esencia, LLC) - Managed the design team to assist in permitting upgrades and expansion to the existing on-site wastewater treatment system due to the expansion of the customer center and restaurant seating. EEC was tasked with reviewing, updating and developing the performance assurance plan, design documents, total nitrogen calculations, 208 consistency submittal, site investigation report, and post design assistance.
Twin Peaks/Blue Bonnet Gravity Sewer – Engineering Designer on a pre-design investigation and detailed design of 4.7 miles of 15"-18" sewer, under a Design/Build contract. Engineering included survey, drainage evaluation, flow & hydraulic evaluation, ROW/easement review, utility as-built plan coordination and base sheet development (Segment 2), Native Plant Inventory, Jurisdictional Delineation, Alignment Analysis, and Biological Evaluation. Detailed design included preparing alignment strip maps, plan and profile sheets, design report, utility conflict reviews, and permit application.

Berkana on Charter Oak Townhomes (Berkana on Charter Oak) – Provided survey and preliminary engineering design services for a forty-nine unit townhome project in Phoenix, Arizona.

Harmony at Arcadia (Arcadia 1, LLC) – Provided services the services necessary for a Planned Residential Subdivision at 3327 E. Earll Drive in Phoenix, Arizona.

Rike Residence (Jim Rike) – Provided a Grading and Drainage Plan for a single family residence located at 4625 E. Desert Cove Avenue in Phoenix, Arizona.

Maribel, Scottsdale, Arizona (Taylor Morrison) – Provided engineering services and field inspection for thirty-four semi-custom home lots. (Individual Experience)

Reata Ranch, Scottsdale, Arizona (Taber Anderson) – Provided engineering services for a 330 lot hillside subdivision with resort and equestrian facilities. (Individual Experience)

Desert Mountain Development, Scottsdale, Arizona (Desert Mountain Development) – Provided engineering services for an 8,000 acre master planned community for 12 different subdivisions. Services provided included coordination with developers, architect, and planner regarding lot configuration and utility servicing. Preparation and submittal of preliminary reports/site plan for municipality approval. Coordination of water, sewer, and drainage report preparation and approval, manage/design preparation of final plat and improvement plans. Firm also provided construction survey and field construction observation for select subdivisions. (Individual Experience)

Troon Village/Troon North, Scottsdale, Arizona (Troon North) – Provided engineering services for a master planned community including 11 different subdivisions. Services included coordination with Troon’s lead engineer regarding subdivision layout and utility servicing. Preparation and submittal of preliminary reports/site plan for municipality approval. Coordination of water, sewer, and drainage report preparation and approval, manage/design preparation of final plat and improvement plans. Construction observation was provided for select subdivisions. (Individual Experience)

Sedona Golf Resort, Phase 2, Sedona, Arizona (Suncor Development) – Provided engineering services for 200 custom homes. (Individual Experience)

Private Residence at Four Seasons, Scottsdale, Arizona (SCS Advisors) – Provided engineering services for a 75 lot semi-custom gated community adjacent to the Four Seasons Resort at Scottsdale. (Individual Experience)

Silva Mountain, Phoenix, Arizona (Cornerstone Homes) – Provided engineering services for a 484 lot single family subdivision. (Individual Experience)

Montevista, Phoenix, Arizona (Toll Brothers, Inc.) – Provided engineering services for a 302 lot single family subdivision. (Individual Experience)
Robert Owens, PE
PROJECT ENGINEER

Background:
Mr. Owens has over 35 years of experience in civil and environmental services. His experience includes planning, design, construction, financial, and management aspects for a wide range of projects involving water, wastewater, and private residential and commercial development. His roles have included managing large design teams as well as serving as a project process engineer. He has managed more than 100 projects and participated in designs on wastewater plants ranging in capacity from less than 1 mgd to more than 250 mgd.

Relevant Project Experience:

Water and Wastewater System Evaluation Statewide (Arizona State Parks) – Project Engineer for an evaluation of the condition of water and wastewater systems at 18 state park sites and developed a priority matrix, along with budgetary cost estimates for recommended upgrades. EEC reviewed existing system plans and visited 18 park sites and conducted interviews with system operators to understand the system deficiencies, as well as provided visual assessments of the systems. A consolidated list of upgrades for each park was recommended and budgetary costs were developed. This allowed State Parks to prioritize funds for needed upgrades at the parks.

Prince and Oracle Sewer Replacement (Pima County Wastewater Reclamation Department) – Project Engineer where EEC provided effort to review existing flow conditions and sewer capacity capabilities using camera videoed footage and flow metering data. From the data review, we were able to recommend to the County to upgrade a diversion channel upstream of the capacity restriction area so that flows can be diverted to a larger capacity sewer. Additional upgrades were recommended for sewer replacement. EEC is currently in the design phase of the recommended upgrades.

Sabino Creek Force Main (Pima County Regional Wastewater Reclamation Department) - EEC provided professional survey, design, construction administration, and startup assistance for the Sabino Creek Force Main and Lift Station. The force main alignment was through a sensitive area and the directional drill method was recommended. EEC worked with the JOC contractor for this portion of the project. EEC is currently assisting the County through the construction phase of the lift station.

Mountain Garden Forcemain (Pima County Regional Wastewater Reclamation Department) – Project Engineer providing in depth analysis of the an existing forcemain experiencing odor issues and operational issues due to the long holding time in the forcemain as well as the hydraulic profile and low flow conditions. EEC
provided flow, pump, wet well and forcemain capacity analysis. The county ultimately conducted slip lining of the pipe and reduced overall holding volume in the forcemain and adjusted the pumping rates for better operation of the system.

**22nd Street Sewer Improvements (Pima County)** — Provided professional engineering services to design improvements and upgrades for the existing under capacity gravity conveyance system along 22nd Street, approximately 2-miles. This project will utilize the Construction Manager at Risk delivery method. Study and design includes hydraulic analysis and modeling, alternative construction methods (pipebursting), and construction phase administration.

**Arizona State Parks On-call (Arizona State Parks)** — Provided technical assistance to park superintendents on pump operational issues. Several state park lift stations were experiencing operational issues. Mr. Owens provided visual assessments and follow up recommendations for pump and system improvements.

**Blue Agave at Dove Mountain Sewer Lift Station (Dove Mountain Phase IV Investment, LLC)** — Designed a new sewer lift station for the Blue Agave development at Dove Mountain development within the Town of Marana. The new lift station included general site layout improvements and was designed to incorporate a planned phased-development in the tributary area.

**Parmer Lane Sewer Interceptor, Austin, TX (Austin Water Utility)** — Project Engineer for replacement of a system that includes several wastewater pumping stations with a 42-inch diameter pipeline that connects the pipelines influent to two operating pumping stations to an existing interceptor downstream that will convey the combined sewage to one of the utility treatment plants. The design took into consideration a multitude of issues for environmental protection; hydraulic complexity of the overall system and connecting other pipelines; TxDot restrictions on bridge crossings; protected water bodies; major electric utility lines; anticipation of future odor release form sewer; access for a deep sewer line; method of construction and complexities of a non-linear alignment; interference by high pressure gas line and other local utilities; disposal of excavated soil material; method of excavating loose alluvial overburden underlain by dense limestone and dolomite; selection of excavating equipment (tunneling and open pit); and evaluation of alternative materials of construction (e.g. pipe, shaft construction). (Individual experience).

**Creek Discharge Avoidance Study, Calabasas, CA (Las Virgenes Municipal Water District)** — Project Manager responsible for the study to evaluate approximately 250 alternates for a recycled water solution to avoid discharging effluent to the Malibu Creek and Lagoon for nine months of the year. The project involved meetings for 27 stakeholders and the team was comprised of Kennedy/Jenks and subconsultant specialists in environmental assessments. The project was completed within one year with an award winning document that was accepted by the Los Angeles Regional Water Quality Control Board and resulted in the implementation of several projects to comply with the discharge avoidance requirement. (Individual experience).

**Burbank Water Reclamation Plant Upgrade Design (City of Burbank, CA)** — Project Manager responsible for the design of a BNR process modification to the existing 9-MGD Burbank Water Reclamation Plant. Modifications included the installation of a process conversion from conventional activated sludge to modified Ludzack Ettinger and produce a secondary effluent quality with a total nitrogen of 8 mg/L or less. Improvements included the remaining elements for the BNR conversion and conversion to liquid chlorination and dechlorination. (Individual experience).
BACKGROUND
Mr. Burton has over 19 years' experience to include 4 years with the ADEQ and over 15 years with EEC. His 4 years with the ADEQ included 2 years as case manager within the LUST Section. Mr. Burton specializes in stormwater permitting, inspections and sampling associated with construction, industrial and municipal clients. His experience also include management of assessment of fuel and oil releases, including soil and groundwater investigations using backhoes, hollow-stem auger drill rigs, dual wall percussion drill rigs, push-pull drill rigs, and hollow-stem auger type drill rigs. He has also managed and prepared site characterization reports, status reports, site closure reports, use permits and UST removals.

RELEVANT PROJECT EXPERIENCE
City Of Phoenix Aviation Department Storm Water Management Planning (City Of Phoenix Aviation Department C/O CDM) – Conducted stormwater compliance inspections for the three City airports: Sky Harbor, Goodyear and Deer Valley. Inspections included review of documentation, identification of activities performed, Best Management Practice review and identification of SWPPP compliance issues. Also assisted airport tenants and the City on corrective actions as-needed and coordinated with the Aviation Department to prepare for filing new notices of intent for the City and airport tenants should the new Multi-Sector General Permit be issued.

IDDE Investigation At 5th Street And Monroe (City Of Phoenix) – Conducted an Illicit Discharge Detection and Elimination Investigation of two dry weather flows to include (1) City of Phoenix Outfall #SR010 and (2) North 5th Street and East Monroe Street. Traffic control plans were designed for the field investigation. Also responsible for directing field personnel activities and contracting and managing subcontractors for televiewing, utility locating, and ground penetrating radar.

IDDE Investigation At 7th Avenue And The Salt River (City Of Phoenix) – Conducted an Illicit Discharge Detection and Elimination Investigation at 7th Avenue and the Salt River. The City had a large flow exiting the 7th Avenue outfall pipe at the Salt River. EEC conducted a storm drain review, manhole survey, and video inspection, of approximately 18,000 feet of storm pipe to determine the locations of dry weather flows. These flows were mapped and reported for the City.

IDDE Investigation Along Central Avenue (City Of Phoenix) – Conducted an Illicit Discharge Detection and Elimination Investigation on behalf of the city of Phoenix to determine their interconnects to the ADOT Central Avenue tunnel alignment between the Salt River and I-10 Papago Freeway (approximately 3 miles). Once interconnects were determined and the source(s) identified dry weather flows from the City's system into the ADOT tunnel.

IDDE Investigation 12th Street To SR-51 (City Of Phoenix) – Conducted an Illicit Discharge Detection and Elimination Investigation on behalf of the City of Phoenix to determine their interconnects to the ADOT drainage system along I-10 from 12th Street to State Route 51 (approximately 1 mile). Once the interconnects were determined EEC identified dry weather flows from the City of Phoenix drainage system into the ADOT system within the project area and identified the source(s) if possible.
Septic Removal 3405 S. 40th St., Phoenix, AZ (Arizona Department Of Transportation) – Abandoned one septic system located at 3405 S. 40th Street in Phoenix, Arizona. The property was owned by ADOT and was serviced by a 750 gallon pre-cast concrete septic tank. Septic System abandonment activities were conducted in accordance with Maricopa County Environmental Health code Chapter 2, Section 8 and general County guidance.

Septic Sampling 3845 E. Illini Street (Arizona Department Of Transportation) – Conducted sampling of ADOT owned septic system located at 3845 E. Illini Street in Phoenix, Arizona.

Sewage Release Sampling (Arizona Department Of Transportation) – Performed a sanitary sewer release at the Stony Brook Apartments located at 6441 W. McDowell Road in Phoenix, Arizona.

Stormwater Compliance Support (Arizona Department Of Transportation) – Providing compliance support for ADOT’s MS4/Arizona Pollutant Discharge Elimination System (AZPDES) permit since 1999. Tasks have included an Annual Report, Phase I reapplication to the Environmental Protection Agency (EPA), submittal of the Phase II permit application to the Arizona Department of Environmental Quality, assistance with the statewide stormwater permit, bi-annual sampling of stormwater discharge, and dry weather screening and illicit discharge detection. Sampling activities included, installation of passive stormwater samplers, monitoring storm events, collection of first flush and time-weighted samples, data analysis, quality assurance/quality control, and reporting. GPS points were collected at designated outfalls and plotted to prepare a GIS map of the ADOT’s drainage system.

Phase I of the reauthorization permit application included an update to the Storm Water Management Plan, determining the permit coverage area, authorized and non-authorized discharges, industrial activities performed by ADOT, conducting field screening activities, training, monitoring, debris removal, additions of new highways and outfalls added to the GIS map, permitted connections, legal authority identification, and proposed changes and modifications to ADOT’s Phase I permit.

AZPDES MS4 Phase II permitting tasks included defining ADOT’s Phase II boundaries, status of Phase I permit, proposed public education plan, public participation/involvement, illicit discharge detection and elimination, construction and post-construction run-off controls, and pollution prevention/good housekeeping practices to be implemented. The permit application proposed included incorporation of the Phase II area into ADOT’s Phase I permit to avoid having two separate permits.

Environmental Studies / Outfall Inspections (Arizona Department Of Transportation) – Conducted an inspection of 49 major outfalls within ADOT’s Phoenix Engineering and Maintenance District as required by their Statewide Stormwater Permit and a finding of an EPA audit in 2010. The inspection consisted of completion of field screening forms for each outfall, collection of photos and GPS point each outfall, collection of field parameters where a flow was identified (pH, temperature, TSS, flow volume) and a summary report with recommendations. The outfall inspections were completed on time and within budget allowing ADOT to present the data to the EPA who performed a follow up inspection in February 2012.

Permit Renewal Assistance (Arizona Department Of Transportation) – Provided Arizona Department of Transportation (ADOT) assistance with their AZPDES permit renewal application.
Description of Work

Investigate condition of sewer laterals servicing grease traps. Insert and advance CCTV camera at both sides of trap in order to inspect pipes upstream to building and downstream to main using SPX Pearsone detector camera system and Flexisight Manager reporting software. Scope assumes access will be available both directions from trap through clean outs. CCTV video and report will be provided. See sample report attached. If clean outs are not available at the trap there may be other access points to use to complete the job. Searching for and accessing these will be considered out of scope and will be billed at hourly rate.

<table>
<thead>
<tr>
<th>Cty</th>
<th>Unit</th>
<th>Description of Service</th>
<th>Rate</th>
<th>Line Total</th>
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<tbody>
<tr>
<td></td>
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<td>Inspect 1 lateral both directions from trap up to a total of 200 linear feet</td>
<td>$700.00</td>
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<td>Per Foot</td>
<td>Additional footage inspected beyond 200 linear feet</td>
<td>$0.65</td>
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<td>Per Hour</td>
<td>Additional Out of Scope Work if needed</td>
<td>$175.00</td>
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<td>Traffic Control if needed</td>
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<td>Adder</td>
<td>Night &amp; Weekend Work</td>
<td>20%</td>
<td>Total Quote $</td>
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Payment Terms - Net 30 days. Payment will be made according to the payment terms specified. Any unpaid balance remaining beyond the due date will be subject to interest at an annual rate of 18%

DISCLAIMER: Safe Site will exercise its due diligence in identifying and locating all utilities. However, due to factors beyond our control including lack of maps, inaccuracy of maps, lack of above ground indications of utilities, the presence of unknown and non-electromagnetically conductive utilities and soil conditions being non-conducive to GPR scans, Safe Site cannot guarantee that all utilities will be found.

The Proposal/Quote is hereby accepted according to the Scope of Work and Terms and Conditions contained therein. Safe Site Utility Services, LLC is authorized to proceed with the work described.

Signature

Printed Name

Date

Assume 3 sites require camera work @ $700 = $2100
Assume additional allowance = $2500
Total Sub - Consultant Fee for Project = $4600
A.R.S. § 1-501 and § 1-502 require any individual person or sole proprietor who applies to the City for a local public benefit (including the award of a contract) to demonstrate his or her lawful presence in the United States. An individual person or sole proprietor who submits a bid for this contract must complete this Affidavit and submit it with the bid, along with a copy of one of the documents listed below.

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

**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.)

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

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

Print Name

Date: _________________

Business/Company (if applicable)

Address

City, State, Zip Code

STATE OF ARIZONA
COUNTY OF MARICOPA

SUBSCRIBED AND SWORN to before me this _________________ day of _________________, 2019.

[Notary Seal] Notary Public __________________________________________________________
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 of fifteen (15) or more employees shall provide a copy of its antidiscrimination policy to the city’s procurement officer to confirm compliance with this article. Employers having fourteen (14) or less employees may attest in writing to compliance with this article.

- 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:

- _X_ 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).

Date: ____________________

Signature

Print Name ____________________________

Title

Company ____________________________
AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT REGARDING HEALTH INSURANCE

Grease Trap Improvements – Various Facilities
Project No. 6708841Q

I hereby certify that _________________________________ (name of company) currently has, and all of its major subcontractors/sub-consultants, 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 ________________, 2019.

___________________________________________
General Contractor/Prime Consultant

By: _______________________________________

STATE OF ARIZONA  )
) ss
COUNTY OF MARICOPA )

SUBSCRIBED AND SWORN to before me this _______ day of ________________, 2019.

___________________________________________
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 dependents, 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 Engineering and Transportation contract or General Contractors who bid on Engineering and Transportation 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 Engineering and Transportation Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Engineering and Transportation 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 Engineering and Transportation Director may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Engineering and Transportation 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 engineering and transportation 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.