

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into on the 12th day of December, 2013, by and between the City of Tempe, an Arizona municipal corporation (“City”), and **Valentine Environmental Engineers, L.L.C.**, an Arizona limited liability company (“Consultant”).

City engages Consultant to perform professional services for a project known and described as **Sewage Pump Station Upgrades – Alameda, Knox, Carver, and Camelot**, Project No. **3205841** (“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 engineering services, as described in Exhibit “A” attached.
- 1.2. Consultant has assigned Teresa Valentine 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 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.
- 1.4. Consultant shall perform the work in a manner and at times which do not impede or delay City’s operations and/or functions.
- 1.5. 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 one hundred thirty five (135) 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 may be revised as determined by City in its sole discretion, and pursuant to Section 3, Consultant’s Compensation.

3. CONSULTANT’S COMPENSATION

- 3.1. The method of payment for this Contract is payment by installments. Total compensation for the services performed shall not exceed \$61,143.00, unless otherwise authorized by City. This fee includes an allowance of \$500.00 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:

<u>Task Description</u>	<u>Method</u>	<u>Amount</u>
Engineering Services	Hourly, Not to Exceed	\$60,643.00
<u>Allowances</u>	<u>Method</u>	<u>Amount</u>
Reimbursable Expenses	Not to Exceed	\$500.00
Total Compensation Not to Exceed:		\$61,143.00

- 3.3. City shall pay Consultant by installments, each installment based upon monthly progress reports and related, detailed invoices submitted by Consultant. Submittals shall be based on the Budget Schedule and shall include supporting documentation for all Allowances. Invoices shall include job titles and hourly rates when applicable. Hourly rates are established in the attached Exhibit “A” incorporated hereby by this reference and are in affect for the entire Contract term unless City provides written authorization for an hourly rate increase. Consultant shall not exceed any of the specified budget amounts for any Task or Allowance without prior written authorization from City. City may provide written authorization for the transfer of budget amounts between any of the Tasks or Allowances provided the total Contract amount does not exceed the amount indicated in Section 3.1.
- 3.4. If detailed invoice(s) and progress report(s) are approved by City, installment payments will be made within thirty (30) days after City’s approval.
- 3.5. Consultant acknowledges and agrees that invoices shall be submitted to City for review and approval no more than sixty (60) days after work or services have been performed. City reserves the right to deny in whole or in part, payment to Consultant, including but not limited to, fees and expenses contained in any invoice not received by the City within sixty (60) days of the date such work or services were performed. This in no way shall be construed to waive or diminish City’s rights and remedies for otherwise withholding funds under Arizona law.

4. CITY’S RESPONSIBILITIES

- 4.1. City shall designate a project manager during the term of this Contract. The project manager has the authority to administer this Contract and shall monitor

compliance with all terms and conditions stated herein. All requests for information from or a decision by City on any aspect of the work shall be directed to the project manager.

- 4.2. City shall review requests for information related to the Project by Consultant and will endeavor to provide a prompt response to minimize delay in the progress of Consultant's work. City will also endeavor to keep Consultant advised concerning the progress of City's review of the work. Consultant agrees that City's inspection, review, acceptance or approval of Consultant's work shall not relieve Consultant of its responsibility for errors or omissions of Consultant or its subconsultant(s).
- 4.3. Unless included in Consultant's services as identified in Section 1, City may furnish with or without charge, upon Consultant's reasonable request, the following information to the extent it is within City's possession or control:
 - 4.3.1. One copy of its maps, records, laboratory tests, survey ties, and benchmarks, or other data pertinent to the services. However, Consultant shall be solely responsible for searching the records and requesting specific drawings or information and independently verifying said information.
 - 4.3.2. Available City data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.
 - 4.3.3. When required, title searches, legal descriptions, detailed ALTA Surveys, and environmental assessments.

5. TERMINATION AND DEFAULT

- 5.1. City shall be entitled to terminate this Contract at any time, in its discretion. In addition, City may terminate this Contract for default, non-performance, breach or convenience, or abandon any portion of the Project for which services have not been fully or properly performed by Consultant. Termination shall be commenced by delivery of written notice delivered to Consultant, personally or by certified mail at 15845 S. 46th Street, Suite 144, Phoenix, Arizona 85048. Termination shall be effective upon fourteen (14) days of delivery of notice to Consultant. In addition, this Contract may be terminated pursuant to A.R.S. § 38-511.
- 5.2. Upon the occurrence of Consultant's default, non-performance or breach of the Contract, City may recover any and all damages permitted by law or in equity against Consultant, in addition to termination of the Contract, including but not limited to compensatory damages, together with all costs and expenses as set forth in Section 12 herein.

- 5.3. In the event of Consultant's default, non-performance or breach, City agrees to, before exercising any right or remedy available to it, give Consultant written notice of the default, non-performance or breach. For the thirty (30) days following such notice, Consultant shall have the right to cure such default, non-performance or breach.
- 5.4. If Consultant fails to cure, immediately after receiving notice of termination from City, Consultant shall discontinue performance under this Contract and proceed to close said operations under this Contract. Consultant shall submit a detailed breakdown of completed work to City for evaluation. City shall have the right to inspect Consultant's work to analyze the services completed. Payment to Consultant shall be determined by City upon approval or disapproval of the services completed as of the date of delivery of notice of termination, and pursuant to Section 5.9.
- 5.5. Within ten (10) days of receipt of notice of termination as set forth herein, Consultant shall deliver to City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by Consultant under the Contract, entirely or partially completed, together with all unused materials supplied by City.
- 5.6. In the event of such termination or abandonment, Consultant shall be paid only for those services performed in a good and workmanlike manner, in accordance with all plans, specifications and governmental requirements completed prior to receipt of said notice of termination, subject to approval by City. To the extent permitted by this Contract, such payment may include reimbursable expenses then incurred by Consultant, in City's sole discretion.
- 5.7. If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by Consultant as determined and approved by City based upon the scope of work set forth in Exhibit "A." However, in no event shall the fee exceed that set forth in Section 3 of this Contract.
- 5.8. City shall make a determination as to approval or denial of any requested final payment within sixty (60) days after Consultant has delivered the last of the completed items and the final appraisal has been submitted to City.
- 5.9. The parties agree that in the event of any damages suffered by City as a result of any inexcusable delay, default, non-performance or breach by Consultant, Consultant agrees to reimburse City ten percent (10%) of the Contract amount per Section 3.1 for damages caused by its delay. This sum may be deducted from Consultant's payment or anticipated payment for failure to deliver and/or perform as specified. No premium will be awarded to Consultant for delivery and/or performance within the Contract term. Waiver by City of any of the provisions contained in this Section 5.9, or by way of the extension of the Contract term,

shall in no way be deemed to waive or diminish City's rights available by law or in equity under the Contract.

6. INSURANCE

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

6.1. General Clauses

- 6.1.1. Additional Insured. The insurance coverage, except workers' compensation and professional liability, required by this Contract, shall name City, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded Consultant shall be primary insurance, and that any self insured retention and/or insurance coverage carried by City or its employees shall be excess coverage, and not contributory coverage to that provided by Consultant. This provision and the naming of the City as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).
- 6.1.2. Coverage Term. All insurance required herein shall be maintained in full force and effect until services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so shall constitute a material breach of this Contract.
- 6.1.3. Primary Coverage. Consultant's insurance shall be primary insurance as respects City, and any insurance or self insurance maintained by City shall be in excess of Consultant's insurance and shall not contribute to it.
- 6.1.4. Claim Reporting. Consultant shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect City.
- 6.1.5. Waiver. The policies for workers' compensation and general liability shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work of Consultant.
- 6.1.6. Deductible/Retention. The policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to

City under such policies. Consultant shall be solely responsible for deductible or self-insured retentions and City may require Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.1.7. Policies and Endorsements. City reserves the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.

6.1.8. Certificates of Insurance. Prior to commencing services under this Contract, Consultant shall furnish City with certificates of insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract by referencing the Project number and/or Project name and shall provide for not less than thirty (30) days advance written notice by certified mail to City of cancellation or termination of insurance.

6.1.9. Subconsultants/Contractors. Consultant shall include all subconsultants and subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant and subcontractor.

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

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

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

6.4. Commercial General Liability. Consultant shall carry commercial general liability insurance with a combined single limit of not less than \$1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering,

but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office policy form CG 0002 1-11-88 or any replacement thereof.

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

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

- 6.5. Professional Liability. Consultant retained by City to provide the engineering services required by the Contract will maintain professional liability insurance covering errors and omissions arising out of the services performed by Consultant or any person employed by it, with an unimpaired limit of not less than \$1,000,000 each claim and \$1,000,000 all claims, or 10% of the construction budget, whichever is larger. In the event the insurance policy is written on a “claims made” basis, coverage shall extend for two (2) years past completion and acceptance of services as evidenced by annual certificates of insurance.
- 6.6. Property Coverage – Valuable Papers. Consultant shall carry property coverage on all-risk, replacement cost, agreed amount form with valuable papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of Consultant used in the completion of this Contract.

7. HEALTH INSURANCE REQUIREMENTS

- 7.1. Consultant must certify that it has or will offer health insurance to all eligible employees working on services set forth in this Contract prior to the performance of any work or services. An affidavit certifying such offering must be signed in a form approved by City. All required health insurance must be maintained during the entire time of the Contract with City. Health insurance pursuant to this Section 7 is not required for temporary employees or students working part-time who are enrolled in a recognized educational institution.
- 7.2. The health insurance requirements herein shall apply to all of Consultant’s eligible employees directly involved with the services set forth in this Contract, including support and administrative personnel.
- 7.3. Any and all complaints concerning violations of the health insurance requirements shall be filed, in writing, with the City’s Public Works Department, within thirty (30) days from discovery of a potential violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Manager may be made within ten (10) days

of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.

- 7.4. Penalties for failing to comply with this Section 7 include, but are not limited to the following: Consultant may be barred from bidding on, or entering into any Public Works contract with City for a period of three (3) years from the execution of the Contract.
- 7.5. All Consultants subject to the health insurance requirements shall post in English, notice of the health insurance requirements at their office and at the job site.

8. WORK FOR HIRE AND OWNERSHIP OF DELIVERABLES

- 8.1. Consultant shall ensure that all the results and proceeds of Consultant's and any and all work on the Project and any related projects, including that of all agents, employees, officers, and contractors, shall be owned by City, including the copyright thereto, as work for hire. In the event, for any reason, such results and proceeds are not deemed work for hire, Consultant shall be deemed hereby to have assigned to City all of its right, title and interest in such results and proceeds and content to City, without limitation.
- 8.2. All work products (electronically or manually generated), including but not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect all final drawings, and other related products which are prepared in the performance of this Contract, are the property of City and are to be delivered to City on the particular type of storage media on which they are stored (e.g. CD, thumb drive, etc.) before the final payment is made to Consultant. City shall retain ownership of these original works. If approved in writing by City, Consultant may retain the originals and supply City with reproducible copies of the work.

9. CONFLICT OF INTEREST

- 9.1. Consultant agrees to promptly disclose any and all financial and/or economic interest in the property, or any property affected by the work, or the Project itself other than as set forth herein, existing prior to the execution of this Contract. Further, Consultant agrees to promptly disclose any financial or economic interest in the Project property or any property affected by the work, if Consultant gains such interest during the course of this Contract.
- 9.2. If Consultant gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of City.

- 9.3. Consultant shall not engage the services on this Contract of any present or former City employee who was involved as a decision-maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this Contract.
- 9.4. Consultant agrees that it shall not perform services on this Project for any other contractor, subcontractor, or any supplier, other than City. In addition, Consultant shall not negotiate, contract, or make any agreement with a contractor, subcontractor, or any supplier with regard to any of the work under this Contract, or any services, equipment or facilities to be used on this Project other than with City.

10. COVENANT AGAINST CONTINGENT FEES

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

11. INDEMNIFICATION

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

12. DISPUTE RESOLUTION

In the event of a dispute concerning or in any way connected to the Contract or subject Project, the parties agree that the unsuccessful party shall pay to the prevailing party a reasonable sum for attorneys' fees, including taxable and non-taxable costs, fees, costs and disbursements of experts, professionals, paralegals, whether at trial, appeal and/or in bankruptcy court, all of which will be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. In addition, should City retain and/or utilize legal

counsel as a result of a breach by Consultant of any term, covenant or provision of this Contract, in addition to paying any recovery owed to City and/or performing any obligation remaining to be performed, in order to fully cure such breach or default, Consultant shall reimburse City for reasonable attorneys' fees, taxable and non-taxable costs and disbursements, incurred by City in enforcing Consultant's obligations, whether or not a legal action is commenced, including but not limited to the cost of preparing and presenting default notices, demand letters and similar non-judicial enforcement activities.

13. ADDITIONAL SERVICES

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

14. PROHIBITION ON ASSIGNMENT

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

15. MISCELLANEOUS PROVISIONS

- 15.1. Lawful Presence in the United States. Pursuant to A.R.S. §1-502, any individual/sole proprietor who applies for local public benefits by signing this Contract shall also sign a sworn affidavit (Exhibit B) and present one of the documents listed on the affidavit to verify lawful presence in the United States. This Contract shall not be fully executed by the City if the individual/sole proprietor fails to sign the affidavit and present one of the listed documents.
- 15.2. Equal Opportunity. City is an equal opportunity, affirmative action employer. Consultant hereby covenants for itself, its employees, agents, assigns and all persons claiming under or through it, that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, creed, religion, ancestry, national origin, physical or mental disability, age, sex, gender, sexual orientation, gender identity, marital status, or veteran status with regard to discharging obligations under this Contract. Consultant covenants and agrees that it will comply in all respects with the applicable provisions of the Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, and any other applicable state and federal statutes governing equal opportunity. Consultant agrees to post hereinafter in conspicuous places, available for employees and applicants for employment,

notices to be provided by the contracting officer setting for the provisions of this clause.

15.3. Legal Compliance. Consultant agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Consultant acknowledges that a breach of this warranty is a material breach of this Contract and Consultant is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all consultants, subconsultants and sub-subconsultants performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Consultant. Consultant hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

15.4. 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 15.3 in any and all subcontracts hereunder. Any violation of such provisions shall constitute a material breach of this Contract.

15.5. Effective Date. This Contract shall be in full force and effect only when it has been approved by the City Council of the City of Tempe, Arizona and when executed by the duly authorized City officials and the duly authorized agent of Consultant.

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

- 15.7. 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.
- 15.8. 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 15.8, 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.
- 15.9. 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.
- 15.10. Consultant's Good Standing. Consultant hereby warrants and represents that it is an Arizona limited liability company, 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.
- 15.11. 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.
- 15.12. 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.
- 15.13. 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.
- 15.14. No Waiver. No breach or default hereunder shall be deemed to have been waived City, except by a writing to that effect signed on behalf of City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or

preceding breach or default or as a waiver of that breach or default after written notice thereof and demand by City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of City.

- 15.15. 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.
- 15.16. 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.
- 15.17. 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.
- 15.18. 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.
- 15.19. 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.
- 15.20. Notices to Parties:

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

CITY:

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

CONSULTANT:

Teresa Valentine
Valentine Environmental Engineers, L.L.C.
15845 S. 46th Street
Suite 144
Phoenix, AZ 85048

15.21. 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.

15.22. GIS Data Disclaimer. THE CITY OF TEMPE DOES NOT WARRANT THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY, PERFORMANCE, OR CURRENCY OF THE GIS DATA PROVIDED UNDER THIS CONTRACT. AREAS DEPICTED BY GIS DATA ARE APPROXIMATE, AND NOT GUARANTEED TO BE ACCURATE TO STANDARDS FOR MAPPING, SURVEYING OR ENGINEERING. THIS DATA IS FOR ILLUSTRATIVE PURPOSES ONLY AND SHOULD NOT BE RELIED UPON FOR SITE-SPECIFIC PURPOSES. THE DATA HEREIN IS SUBJECT TO CONSTANT CHANGE AND MAY NOT BE COMPLETE, ACCURATE OR UP-TO-DATE. THE CITY OF TEMPE IN NO WAY ASSUMES LIABILITY OR RESPONSIBILITY FOR ANY INCORRECT DATA OR ANY INFORMATION PROVIDED HEREIN. THE CONSULTANT ACKNOWLEDGES AND AGREES THAT THE CITY OF TEMPE ASSUMES NO LIABILITY FOR DAMAGES INCURRED DIRECTLY OR INDIRECTLY RESULTING FROM INCOMPLETE, INCORRECT OR MISSING INFORMATION; INCLUDING ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE. **BY WAY OF THE SIGNATURE ON THIS CONTRACT, THE CONSULTANT ASSUMES ALL LIABILITY FOR ANY AND ALL DEPENDENCE AND/OR RELIANCE UPON THIS INFORMATION AND ASSUMES ALL RESPONSIBILITY RELATING THERETO. ANY AND ALL EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PURPOSE ARE SPECIFICALLY AND EXPRESSLY DISCLAIMED.** CONSULTANT SHOULD NOT RELY UPON THE GIS DATA WITHOUT PROPER FIELD VERIFICATION FOR ANY PURPOSE.

[SIGNATURE PAGE TO FOLLOW]

**Sewage Pump Station Upgrades – Alameda, Knox, Carver, and Camelot
Project No. 3205841**

DATED this _____ day of _____, 2013.

CITY OF TEMPE, ARIZONA

By: _____
Mayor

By: _____
Public Works Director

ATTEST:

Recommended By:

City Clerk

Deputy PW Director/City Engineer

APPROVED AS TO FORM:

City Attorney

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

CONSULTANT
Valentine Environmental Engineers, L.L.C.

Signature

Printed Name

Title

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



EXHIBIT A

advanced innovation. pure water.

October 15, 2013

Mr. Philip Brown, P.E.
City of Tempe
Public Works/Engineering
31 East 5th Street
Tempe, AZ 85281

RE: Lift Station Assessment Project

Dear Mr. Brown,

Valentine Environmental Engineers, LLC (Valentine) would like to thank you for selecting us to work on the City of Tempe Lift Station Assessment Project. Valentine is pleased to submit a revised Scope of Work and Fee Estimate for this project.

Valentine looks forward to working with you and the City on this project.

Sincerely,
Valentine Environmental Engineers, LLC

A handwritten signature in cursive script that reads 'Teresa Valentine'.

Teresa Valentine, Ph.D., P.E.
Managing Principal

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EXHIBIT A

SCOPE OF WORK

LIFT STATION ASSESSMENT PROJECT

INTRODUCTION

The City of Tempe has four lift stations within its wastewater collection system: Alameda, Knox, Carver Road and Camelot. The City wishes to assess the lift stations and determine site structural, mechanical and electrical and instrumentation (E&IC) upgrades required to rehabilitate or replace aged infrastructure. The existing conditions of each of the lift stations, as well as the potential issues and items for investigation, are summarized below.

The **Alameda Lift Station (LS)** is located 2701 S. 48th Street at 48th Street and W. Alameda Drive. The LS was constructed in 1974 and is equipped with a Smith and Loveless vault dry pit pump station. The dry pit pumps are below grade in a vault and the wetwell is separate. The wetwell consists of an old brick manhole. The City recently completed improvements consisting of pump overhaul (mechanical seal, impeller, motor bearing replacement), dehumidifier removal and relocation of HOA and level indicator to above ground control panel. Some of the operations issues and improvements noted for the lift station include:

- Original pumps are still in use.
- Access to pumps requires confined space entry down ladder.
- Some grit/stones/rocks have been observed. Source unknown.
- Pump flow rate/ wastewater flow rate unknown.
- Pad may not be level potentially indicating subsidence of the wetwell.
- Lack of emergency overflow increases the “risks” associated with pump failure at this station.
- Floor of pump station is rusted and should be repaired & coated.
- Valves on the suction side of pumps need to be replaced.
- Blower does not work.
- Grout between wetwell bricks appears to be deteriorated.
- Limited water service for wetwell cleaning.

The City would like Valentine to investigate and make recommendations regarding the following:

- Potential for converting to submersible pumps which would eliminate the need for confined space entry.
- Provide crane for submersible pump removal, motor operator for crane desired.
- Inspection of the existing wetwell to determine if it is structurally sound to be converted into pump wetwell.
- Possibility of maintaining existing station as a backup pump station.
- Feasibility of hydraulic overflow/bypass to the City of Phoenix, who has a line adjacent to the lift station.
- Addition of a flow meter for flow monitoring.
- Increased water service.

- Providing fence and/or wall enclosure around the station to limit potential for vandalism and improve site security.

The **Camelot LS** is located at 1818 East Bel De Mar on the Northeast corner of McClintock and Bel De Mar. The LS is immediately adjacent to the Little Cottonwoods Apartments, was constructed in 1976 and is equipped with a Smith and Loveless vault dry pit pump station. The dry pit pumps are below grade in a vault and the wetwell is separate. The station is equipped with an emergency wetwell overflow. The City recently completed improvements consisting of pump overhaul (mechanical seal, impeller, motor bearing replacement) and relocation of HOA and level indicator to above ground control panel. Some of the operations issues and improvements noted for the lift station include:

- Original pumps are still in use.
- Access to pumps requires confined space entry down ladder.
- Pump flow rate/ wastewater flow rate unknown.
- Floor of pump station is rusted and should be repaired & coated.
- Valves on the suction side of pumps need to be replaced.
- Limited water service for wetwell cleaning.

The City would like Valentine to investigate and make recommendations regarding the following:

- Potential for converting to submersible pumps which would eliminate the need for confined space entry.
- Provide crane for submersible pump removal, motor operator for crane desired.
- Inspection of the existing wetwell to determine if it is structurally sound to be converted into pump wetwell.
- Providing fence and/or wall enclosure around the station to limit potential for vandalism and improve site security.
- Addition of a flow meter for flow monitoring.
- Increased water service.
- Wetwell overflow surcharge.

The **Knox LS**, located at 892 E. Knox Road at the Northwest corner of Knox and Rural Road. This LS is equipped with submersible pumps in a wetwell with an adjacent vault for the pump discharge valves. The City recently installed a temporary jib crane and has replaced the pumps within the last two years. Some of the operations issues and improvements noted for the lift station include:

- Twice per week the station is manually pumped down to empty in order to allow sewer line from high school to drain. The normal operating level of the wetwell is higher than the discharge from the high school. This issue also exacerbates the grease accumulation in the wetwell.
- Pumps start and stop frequently.
- Twice per month grease ring must be scraped out of wetwell.
- Electrical upgrades to control panel and potentially pump starters.
- Rails are out of alignment and wetwell integrity needs to be investigated.
- Limited water service needed for wetwell cleaning.
- Discharge piping connections are a potential concern.

The City would like Valentine to investigate and make recommendations for the following:

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- Deepening of the wetwell to alleviate the surcharge of the high school line and/or facilitate the installation of a prefabricated sump system for a “self cleaning” wet well.
- Inspection of the existing wetwell and coating.
- Providing fence and/or wall enclosure around the station to limit potential for vandalism and improve site security.
- Addition of a flow meter for flow monitoring.
- Relocate pump check valves out of vault for easier maintenance access.
- Increased water service with coordinated location.
- Electrical and controls upgrades.

The largest LS is the **Carver Road LS** located 8180 S. Jentilly Lane at the Northeast corner of Carver Road and Rural Road. This lift station has dry pit Gormann Rupp pumps connected to a large wet well. The site is equipped with a Bohn biofilter and associated foul air fan and ductwork for odor control of the lift station wetwell. A forcemain odor control system, TriOxyn chemical addition, is also located on site. Some of the operations issues and improvements noted for the lift station include:

- Original pumps still in use.
- Flushable wipes frequently clogging impellers, relatively recent occurrence which could be the result of the accumulation of debris on the wetwell floor which is passing into the pump suction.
- Sometimes more than one pump per week is shut down due to clogs.
- Intermediate floor inside wetwell or “dance floor” is structurally questionable. The purpose of the intermediate floor is to contain odors.
- Bohn biofilter may require media replacement; water collecting on biofilter has become an issue.

The City would like Valentine to investigate and make recommendations for the following:

- Inspect wetwell to determine if rags have built up in any particular area on the bottom.
- Inspect “dance floor” to determine structural integrity.
- Research what other cities are doing to address problems with flushable wipes. Research options for rag and wipes removal including different pumps, screen, grinder, etc.
- Feasibility of redesigning pump discharge manifold to have a single high-capacity line to the sewer and flow meter.
- Ozone/oxygen system could be further evaluated for downstream odor control.
- Wetwell overflow and bypass considerations.
- Investigate means to improve drainage at biofilter and if media requires replacement.

The following tasks describe the scope of work for the assessment, evaluation of alternatives for rehabilitation/upgrade and development of a summary report. The assessment stage may indicate that lifetime of equipment/structures does not require immediate replacement. A 50-year asset management plan will be developed and included with summary report. The evaluation of alternatives will include a life cycle cost evaluation.

PROJECT TASKS

The tasks associated with the project are:

- Task 1 – Lift Stations Assessment
- Task 2 – Alternative Development
- Task 3 – Summary Report/Asset Management Plan
- Task 4 – Meetings and Project Coordination

The following allowances are provided:

ALLOWANCE A Reproduction, Mail and Courier

Task 1. Lift Stations Assessment

Valentine and our structural and electrical subconsultants will visit each LS site with engineering and operations staff to review the issues outlined in the Introduction section of this scope of work.

The structural subconsultant will inspect and enter the confined space at each LS wetwell as well as the pump vaults at the Camelot and Alameda LSs. The structural engineer will prepare a report summarizing the structural inspection of the structures for the team's use in the evaluation of alternatives in Task 2. The electrical engineer will also prepare a site investigation summary report which will summarize the electrical and instrumentation needs/issues for each site as well as any code compliance items that may need to be addressed. The City of Tempe will coordinate bypass pumping of each LS to allow wetwell inspections to occur. It has been assumed that each wetwell inspection will be performed on separate days.

Valentine will review the LSs operations data including historical discharge pressures, flow (if available), wetwell level and starts per hour to determine if the pumps have reasonable starts per hour. Valentine will also assess process-mechanical equipment during the site visits.

Task 2. Alternative Development

Utilizing the special inspections reports from Task 1, Valentine will develop options for LS rehabilitation/upgrade for each of the LSs. The alternatives analysis will include a conceptual site plan, 50 year net present worth cost evaluation, and advantages/disadvantages evaluation. The following alternatives evaluation is anticipated for each LS, but is subject to change depending upon results of special inspections.

Task 2A. Alameda LS Alternative Development

Two alternatives are anticipated for the Alameda LS:

- 1) If structural investigation finds the brick manhole to be structurally sound or able to be rehabilitated in place and the City wishes to maintain the existing station as back up in as is condition or each station is to be converted to submersible pump installation. The engineering team will:
 - a. Determine rehabilitation requirements costs for the manhole, space requirements for new electrical gear for new submersible pumps, ability of wetwell to physically accommodate new submersible pumps, site requirements for crane,

- new flow meter, and feasibility of overflow to City of Phoenix line, and other ancillary systems such as improved water service, electrical and control upgrades, etc.
 - b. Determine site property line and easement locations and impacts of alternative on these areas.
 - c. Develop conceptual site plan.
 - d. Develop opinion of construction costs, O&M costs and 50 year net present worth cost.
 - e. Develop list of advantages and disadvantages that consider items such as constructability, site footprint, impacts to adjacent neighbors and the like.
- 2) If structural investigation finds the brick manhole to require replacement and the City wishes to maintain the existing station as back up. The engineering team will:
- a. Determine location and connection requirements for the new wetwell, space requirements for new electrical gear for new submersible pumps, ability of wetwell to physically accommodate new submersible pumps, site requirements for crane, new flow meter, feasibility of overflow to City of Phoenix line, and other ancillary systems such as improved water service. Many of these items will be similar to Alternative 1) and hence effort will not be duplicated, but location may be different on site plan.
 - b. Develop conceptual site plan.
 - c. Determine site property line and easement locations and impacts of alternative on these areas.
 - d. Develop opinion of construction costs, O&M costs and 50 year net present worth cost.
 - e. Develop list of advantages and disadvantages that consider items such as constructability, site footprint, impacts to adjacent neighbors and the like.

Task 2B. Camelot LS Alternative Development

Two alternatives are anticipated for the Camelot LS:

- 1) If structural investigation finds the existing wetwell to be structurally sound or able to be rehabilitated in place, the engineering team will:
 - a. Determine rehabilitation requirements costs for the manhole, space requirements for new electrical gear for new submersible pumps, ability of wetwell to physically accommodate new submersible pumps, site requirements for crane, new flow meter, wall/fence configuration, and other ancillary systems such as improved water service.
 - b. Determine site property line and easement locations and impacts of alternative on these areas.
 - c. Develop conceptual site plan.
 - d. Develop opinion of construction costs, O&M costs and 50 year net present worth cost.
 - e. Develop list of advantages and disadvantages that consider items such as constructability, site footprint, impacts to adjacent neighbors and the like.
- 2) If structural investigation finds the existing wetwell to require replacement, the engineering team will:
 - a. Determine location and connection requirements for the new wetwell, space requirements for new electrical gear for new submersible pumps, ability of wetwell to physically accommodate new submersible pumps, site requirements

for crane, new flow meter, wall/fence configuration, and other ancillary systems such as improved water service. Many of these items will be similar to Alternative 1) and hence effort will not be duplicated, but location may be different on site plan.

- b. Determine site property line and easement locations and impacts of alternative on these areas.
- c. Develop conceptual site plan.
- d. Develop opinion of construction costs, O&M costs and 50 year net present worth cost.
- e. Develop list of advantages and disadvantages that consider items such as constructability, site footprint, impacts to adjacent neighbors and the like.

Task 2C. Knox LS Alternative Development

Two alternatives are anticipated for the Knox LS:

- 1) If structural investigation finds the existing wetwell to be structurally sound or able to be rehabilitated in place, the engineering team will:
 - a. Determine rehabilitation requirements costs for the manhole, new flow meter, new discharge piping configuration, wall/fence configuration, and other ancillary systems such as improved water service and electrical systems.
 - b. Determine site property line and easement locations and impacts of alternative on these areas.
 - c. Develop conceptual site plan.
 - d. Develop opinion of construction costs, O&M costs and 50 year net present worth cost.
 - e. Develop list of advantages and disadvantages that consider items such as constructability, site footprint, impacts to adjacent neighbors and the like.
- 2) If structural investigation finds the existing wetwell to require replacement and the City desires to deepen the wetwell, the engineering team will:
 - a. Determine location and connection requirements for the new wetwell, site requirements for new discharge piping, new flow meter, wall/fence configuration, and other ancillary systems such as improved water service and electrical systems. Many of these items will be similar to Alternative 1) and hence effort will not be duplicated, but location may be different on site plan.
 - b. Determine site property line and easement locations and impacts of alternative on these areas.
 - c. Develop conceptual site plan.
 - d. Develop opinion of construction costs, O&M costs and 50 year net present worth cost.
 - e. Develop list of advantages and disadvantages that consider items such as constructability, site footprint, impacts to adjacent neighbors and the like.

Task 2D. Carver Road LS Alternative Development

The following investigations are anticipated for the Carver Road LS:

- 1) If structural investigation finds the existing wetwell to require rehabilitation, the engineering team will determine wetwell rehabilitation requirements.
- 2) Assessment of new wetwell pump-down strategy and its impact on pumping clogging. If pump clogging continues to be an issue, Valentine will investigate what other Cities are

implementing to reduce pump ragging and provide recommendations for clogging control such as grinders, screens, baskets, or new pumps.

- 3) Feasibility of redesigning pump discharge manifold to have a single high-capacity line to the sewer and flow meter.
- 4) Evaluate if there are alternative means to handle wetwell overflows and LS bypassing.
- 5) Evaluate flow monitoring options.
- 6) Investigate media replacement requirements for biofilter and improvements for biofilter and site drainage.
- 7) Develop conceptual site plan of proposed locations for additional bypass piping, flow meters, site drainage, etc.
- 8) Develop opinion of construction costs, O&M costs and 50 year net present worth cost.
- 9) Develop list of advantages and disadvantages that consider items such as constructability, site footprint, impacts to adjacent neighbors and the like.

Task 3. Summary Report

A final report summarizing the results of Tasks 1 and 2 including an executive summary of the projects goals, findings and recommendations will be prepared.

The report will develop a general long term asset management plan, as it is anticipated that not all of the funding for recommended actions may be initially available or that the improvements can be performed in phases depending upon the lifespan of the existing equipment. The phasing plan will assist the City in focusing on critical areas first and the associated costs.

The report will include the estimates of construction costs for the recommended alternatives. Operations costs and twenty year life cycle costs will also be included.

A draft report will be submitted to the City for review. After receipt of comments and adjustments have been made to address the comments, a final report will be submitted to the City in both paper copy and electronic format. Six (6) copies of the report shall be submitted in paper format for the draft and final submittals and one (1) electronic copy will be submitted at each stage.

Task 4. Meetings and Project Coordination

This task accounts for our team's time and effort to prepare for and attend project coordination meetings. The following meetings are accounted for:

- 1) Kick off meeting (Meeting 1)
- 2) Preliminary alternative analysis meeting, (Meeting 2)
- 3) Final alternative analysis meeting (Meeting 3)
- 4) Draft summary report comment meeting (Meeting 4)

Valentine will prepare meeting minutes for each of the four above mentioned meetings.

Subconsultants shall attend the kick off meeting and meetings 2 and 3.

Time for site visits is a part of Task 1 efforts.

This task shall also cover Valentine's time to coordinate efforts of subconsultants for site visit scheduling and coordination with the City of Tempe on site visits, meetings, and data collection.

City of Tempe
Lift Station Assessment Project Schedule

	Business Days from NTP
Kick-Off Meeting	7
Task 1 - Lift Station Assessment	45
 Task 2 - Alternative Development	
Preliminary Alternatives Analysis Meeting	75
Final Alternatives Analysis Meeting	95
 Task 3 - Summary Report	
Draft	95
Final	135

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EXHIBIT B

City of Tempe

**Lift Station Assessment Project
Fee Estimate**

Valentine Environmental Engineers, LLC

Date: August 20, 2013

Valentine Services:	
Structural Inspection Services	\$ 47,093.00
Electrical and Instrumentation Evaluation Services	\$ 8,500.00
Reproduction, Mail and Courier	\$ 5,050.00
	\$ 500.00

TOTAL CONTRACT AMOUNT (T&M, NTE) \$61,143.00

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EXHIBIT B

PROPOSED BILLING RATES

City of Tempe

Lift Station Assessment Project
Fee Estimate

Valentine Environmental Engineers, LLC

Date: August 29, 2013

<u>Classification</u>	<u>Individual Names</u>	<u>Billing Rate</u>
Project Manager	Teresa Valentine	\$185.00
Senior Project Engineer	Michael Valentine	\$185.00
Project Engineer I	Michelle Brock	\$155.00
AutoCAD Manager	Clifton Bia	\$116.00
AutoCAD Designer I	Artesma Garlarza	\$73.00
Project Admin	Brenda Richmond	\$42.00

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EXHIBIT B

PROPOSED LEVEL OF EFFORT

City of Tempe
Lift Station Assessment Project

Fee Estimate

Valentine Environmental Engineers, LLC

Date: August 20, 2013

Task	Description	LEVEL OF EFFORT							TOTAL
		Project Manager	Senior Project Eng	Project Engineer I	AutoCAD Manager	AutoCAD Designer J	Admin.		
TASK 1 - LIFT STATIONS ASSESSMENT		16	2	32	0	0	0	0	50
TASK 2 - ALTERNATIVE DEVELOPMENT		17	4	96	62	0	0	0	179
	2A Alameda LS, Alt 1	3	1	16	12	0	0	0	
	2A Alameda LS, Alt 2	1.5	0	8	6	0	0	0	
	2B Camelot LS, Alt 1	3	1	16	12	0	0	0	
	2B Camelot LS, Alt 2	1.5	0	8	6	0	0	0	
	2C Knox LS, Alt 1	3	1	16	12	0	0	0	
	2C Knox LS, Alt 2	1.5	0	8	6	0	0	0	
	2D Carver Road LS	3	1	24	8	0	0	0	
TASK 3 - SUMMARY REPORT		8	2	40	4	0	0	0	54
TASK 4 - MEETINGS AND PROJECT COORDINATION		8	0	16	4	0	0	0	28
									0
									0
Total Hours		49	8	184	70	0	0	0	311
Cost Per Hour		\$ 185.00	\$ 185.00	\$ 155.00	\$ 116.00	\$ 73.00	\$ 42.00		
TOTAL LABOR (\$)		\$ 8,972.50	\$ 1,480.00	\$ 28,520.00	\$ 8,120.00	\$ -	\$ -	\$ -	\$ 47,093.00
TOTAL Valentine Environmental Engineers COSTS									

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August 19, 2013

Valentine Environmental Engineers
15845 S 46th Street, Suite 144
Phoenix, AZ 85048

RE: Tempe Lift Stations Assessment
Statement of Work (Electrical Portion)(Revision 1)

Dear Mrs. Teresa Valentine, PhD, PE:

Thank you for allowing Controlled Energy Engineers, LLC (CEE) the opportunity to provide this estimate and proposed statement of work for the electrical design services.

This Statement of Work outlines our understanding of the complete scope of work requested via emails, including objectives, procedures, identification of responsibilities, and estimated fees.

STATEMENT OF WORK (SOW)

The scope of work for the above referenced project consists of performing site assessments of electrical and instrumentation (E&I) equipment at three existing lift stations (Alameda, Camelot and Knox) and developing a report indicating our findings and suggested E&I improvements. We will also provide our opinion of probable costs for these improvements.

Scope will also include performing a high level site assessment for the Carter Road Lift Station.

Assessments will be made based on existing conditions, apparent NEC violations, NFPA deviations and current industry standards as a minimum.

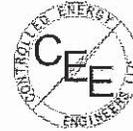
Tasks to be completed

- 1) Visit four (4) existing lift station sites and observe and record the pertinent data.
- 2) Summary inspection report for lift stations.
- 3) Opinion of probable cost for lift station improvements as indicated in SOW.
- 4) Attend two meetings with the City,
 - a) Kick off meeting.
 - b) Review initial concepts for lift station rehab.
 - c) Present refined options based on comments from the first meeting.

TEAM RESPONSIBILITIES

This project will require involvement by members of the team. Ultimate success and accuracy of the report is dependent on the team's effort. During the site visits, a City representative with knowledge of the lift stations' operation and history is necessary. This will allow us to provide the most accurate and detailed report with recommendations.

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NOTES FOR SOW

- 1. Proposed SOW includes all phone and email coordination.
- 2. Proposed SOW includes one site visit to each of the four sites to observe existing conditions.
- 3. Proposed SOW includes attending three (3) meetings as indicated above.
- 4. Proposed SOW excludes detailed information for equipment that is not easily visible (i.e. in locked buildings, in wetwells, etc.).
- 5. We will provide you with a PDF (or MS Word) file of the report for the pre-final and final submittals. Any reproducible media or hardcopies that you require will be billed to you at cost.
- 6. Proposed SOW assumes that the work will be completed by December 31st, 2013. If the project takes longer than this, we reserve the right to negotiate additional fees.
- 7. Progress billing payments will be due within 30 days of the billing date, unless amended by Subconsultant Agreement.
- 8. Proposed SOW is valid for 60-days. We reserve the right to revise our proposal if we do not have a signed contract within 60-days.
- 9. This SOW does not include tasks or fees for design of any required upgrades or rehabilitation which may be recommended in the final report. An additional scope of work and fee agreement shall be required if such work is requested.
- 10. Proposed SOW excludes any preparation of Construction Documents.
- 11. Proposed SOW does not include any additional modifications or scope of work other than described above.

Lump Sum Fee for the services described above (Base Quote) = \$ 5,050.00

We appreciate the opportunity to work with your company. If you accept this proposal, please sign one copy and return it.

Sincerely,


 Zane Wilsterman, PE (AZ)
 President

RESPONSE FOR WORK AS DESCRIBED IN THE SOW

This letter correctly sets forth the understanding of the Statement of Work.

Accepted by	Title	Date
-------------	-------	------

PWB
17/13



PK ASSOCIATES LLC
Consulting Structural Engineers

7434 East McDonald Drive
Scottsdale, Arizona 85250
(480) 922-8894
(480) 922-3739 Fax

**PROPOSAL FOR
PROFESSIONAL STRUCTURAL ENGINEERING SERVICES**

PRINCIPALS

Scottsdale

Clifford R. Parr, P.E., S.E.
Jack M. Koehler, P.E., S.E.
Timothy R. Hedberg, P.E., S.E.
Steven C. Skonaker, P.E., S.E.
Edward Kolstedt
Karl Despina

Austin

David D. Brown, P.E.

Las Vegas

Sean Delp, P.E., S.E.

AGREEMENT

Made as of the 16th day of August in the year of 2013.

Between the Engineer:

PK ASSOCIATES LLC
7434 E. McDonald Drive
Scottsdale, Arizona 85250

And the Client:

VALENTINE ENVIRONMENTAL ENGINEERS INC.
15845 S. 46th St. Suite 144
Phoenix, AZ 85048
Attn: Teresa Valentine
P: 480-283-8991 F: 480-283-0082
tvalentine@valentineengineers.com

For the following project:

Lift Station Evaluation
Tempe, AZ
PK Associates LLC Proposal No. P13-450

SCOPE OF WORK: Thank you for providing PK Associates the opportunity to propose on this project. We will provide structural assessment of 4 lift stations in the City of Tempe.
Alamera & Camelot: Inspect wet and dry well
Knox: Inspect wet well
Carver Road: Inspect intermediate floor, active wet well area and wet wall inlet area.

Items included in this scope of work:

1. Assessment Report

BASIS OF COMPENSATION

FOR BASIC SERVICES, as described, our fee will be a lump sum as follows:

- Assessment: \$8,500.00

FOR ADDITIONAL SERVICES OF THE CONSULTANT, not included in Basic Services our fee will be based on time expended and charges at our Standard Hourly Rates.

HOURLY RATES**

Principal	\$165/hr.	Structural Inspector (Peak)	\$75/hr.
Senior Associate	\$125/hr.	Structural Inspector (Off Peak)	\$112.50/hr.
Associate	\$105/hr.	CAD	\$70/hr
Structural Designer	\$95/hr.	REVIT	\$75/hr
Structural Designer II	\$85/hr.	Clerical	\$50/hr.
Construction Administration	\$85/hr.	Reimbursable Expenses	Cost X 1.10

****The above hourly rates apply to work completed during normal business hours Monday thru Friday.**

Client requested services completed on Saturdays, Sundays and Holidays will be charged at a rate equal to 1.50 times the above rates.

Handwritten signature and date:
PMB
15/17

PAYMENT PROVISIONS All invoices are due upon presentation. Unless specifically noted, all monies received will be applied to the oldest invoice on account. Interest will begin after thirty (30) days and accrue at a rate of 1 ½% per month compounded monthly. Client is responsible for full amount whether collected or not. If the Client fails to make payments to our firm, such failure shall be considered substantial nonperformance and cause for suspension, or at our firm's option, termination of services under this Agreement. In the event of suspension or termination, our firm shall have no liability to the Client for delay or damage caused by the Client because of such suspension of services. Before resuming services, payment shall be received in full for all sums due prior to the suspension and any expenses incurred in the interruption and resumption of our services. Our fees for the remaining services and the time schedules shall be equitably adjusted. If PKA Standard Hourly Rates have changed in the time from formation and execution of this proposal to project start-up, the current PKA rates will be applicable to all service fees and expenses. Payment for 100% construction documents must be made prior to issuing final document for sealed city review. Client requested modifications to our invoices, will be charged on an hourly basis.

If client requires a Purchase Order number on our invoice, it must be provided here. If a Purchase Order is not provided, we are not responsible for its presentation on our invoices.

Client requests use of this P.O. Number on all invoices regarding this job. P.O.# _____

SPECIAL STRUCTURAL INSPECTIONS are not included in this proposal.

Engineer site visits and Special Inspections are not part of our Construction Administration services or fees and will be billed separately on an hourly basis. Non-conformance issues will be invoiced hourly in addition to the Construction Administration fee. Our liability is limited to the Special Inspection fees.

OTHER CONDITIONS OR SERVICES

Except for a change due to the fault of PKA, all changes in services shall entitle PKA to an adjustment in compensation and reimbursable expenses. If a change is requested and written authorization is not received by PKA for the requested changes(s), but our revised documents are accepted, the Client will be obligated for payment of the additional service. If the client deems that all or a part of such Change in Services is not required, the client shall give prompt written notice to PKA prior to starting changes.

Liability of PKA, its agents and employees, in connection with services hereunder to the Client and to all persons having contractual relationships with them, resulting from any negligent acts, errors and/or omissions of PKA, its agents and/or employees is limited to the terms of PKA's liability insurance. This liability clause supersedes all other contracts, including, but not limited to, standard AIA contracts. PKA's liability insurance policies pertain only to structural engineering services. Therefore, any and all services performed by any other third party is not covered by our insurance policies and therefore PKA shall be indemnified against any and all claims or loss pertaining to the services provided by any other third party.

Payment for 100% construction documents must be made prior to issuing final sealed documents for construction.

If someone other than above named client is to be invoiced for any portion of this Proposal it must be noted here.

Client requests additional invoice be sent to:
(name) _____, at
(address) _____ for
(service) _____ (amount) \$ _____.

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Page 3
Proposal No. P13-450
8/16/2013

The client shall furnish PK ASSOCIATES, LLC with one complete set of contract documents:

ACCEPTED FOR:
PK ASSOCIATES, LLC.



Jeffrey V. Novak, P.E.
Principal

ACCEPTED FOR:
VALENTINE ENVIRONMENTAL
ENGINEERS INC.

BY: _____

TITLE: _____

DATE: _____

**** Note: Work will not be released until this Proposal is signed and received by us.**

PVB
17/19



October 9, 2013

Teresa Valentine
Valentine Engineers
15845 South 46th Street | Suite 144
Phoenix, AZ 85048
(480) 283-8991
tvalentine@valentineengineers.com

Re: QUO-117.1 Wetwell Entry Assistance for Tempe Lift Station Work

RDH Environmental Services LLC (RDH) will provide labor and equipment for the following Scope of work at four (4) wetwell locations in Tempe, AZ:

- Provide trained and certified confined space entry spotter to assist PKA personnel.
- Provide and complete confined space permit at each site.
- Provide confined space entry equipment including air monitor, harness, blower, tripod and its appurtenances.
- Price includes four (4) days of a maximum of four hours of work each day.
- Traffic control is excluded.

Price:-----\$2,760.00
 Tax:-----\$0.00
 Total Price:-----\$2,760.00

Terms and conditions

- This proposal is separate and is not part of and does not adhere to any contractual agreements **Valentine Engineers** (herein referred to as **COMPANY**) has with any of its clients, vendors, contractors and any related parties to the project unless provide to in writing and agreed to and accepted by RDH.
- Any work not covered under the scope mentioned above will be performed on a Time and Material (T&M) basis subject to the following rates. Labor rates will be **\$80.00** per man hour for onsite regular time (2 hr minimum), **\$120.00** overtime per man per hour (8+ hours on site), confined space charge of \$150.00 (if applicable), **\$60.00** per hour for any admin time including and not limited to email correspondence and any required paperwork. Any materials or equipment required will be billed at a **30%** markup on vendor Invoices.
- On all T&M work an additional charge of \$150.00 per day for service truck will apply if needed. Mileage will be charged at the rate of \$1.00 per mile.
- For T&M jobs 1.5% of the contract price will be added to the price of the Invoice for small tools and supplies.
- For T&M jobs, RDH will submit a report of hours and materials at the end of each month work is performed or with the final invoice. All hours billed will be as is unless **COMPANY** has proof otherwise that RDH employees have not worked those hours
- All prices based on normal working hours scheduled prior to commencement of work. Any work to be done on weekends, holidays or after hours other than exceptions noted on this quote will be charged at overtime rate. Working hours will be charged portal to portal from the time employee leaves RDH workshop to the time employee return to RDH workshop. Drive time included.
- Issuance of a purchase order or contract by **COMPANY** implies acceptance of the following terms and conditions (T&C) and the (T&C) becomes a part of any issued contract unless excluded in writing and agreed to and accepted by RDH.
- All prices include sales taxes unless otherwise noted in this proposal

PUB
10/19

EXHIBIT B
AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES

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

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

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

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

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

Signature

Business/Company (if applicable)

Print Name

Address

Date: _____

City, State, Zip Code

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

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