

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into on the 9th day of June, 2016, by and between the City of Tempe, an Arizona municipal corporation (“City”), and **Gannett Fleming, Inc.** a Delaware corporation. (“Consultant”).

City engages Consultant to perform professional services for a project known and described as **Concrete Structures Condition Assessment – Johnny G. Martinez Water Treatment Plant and South Tempe Water Treatment Plant**, Project No. **3207871** (“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 structural investigation services, as described in Exhibit “A” attached.
- 1.2. Consultant has assigned Ben Porritt 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 submit all final documents in both hard copy and electronic format compatible with Microsoft Office.
- 1.4. 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.
- 1.5. Consultant shall perform the work in a manner and at times which do not impede or delay City’s operations and/or functions.
- 1.6. Consultant shall be solely responsible for any repair, replacement, remediation and/or clean-up of any damage done by Consultant including any impairment of access to City or other lawful invitees, by such work performed on this Project.

2. TERM OF CONTRACT

Consultant shall complete all services by May 31, 2017. 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 \$463,785.00, unless otherwise authorized by City. This fee includes an allowance of \$2,000.00 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>
Condition Assessment Services	Hourly not to Exceed	\$363,785.00
	Subtotal Task Amount:	\$363,785.00
<u>Allowances</u>	<u>Method</u>	<u>Amount</u>
Concrete Petrographic Analysis	Not to Exceed	\$10,000.00
Contractor Support Services	Not to Exceed	\$80,000.00
Concrete Repair Documents	Not to Exceed	\$8,000.00
Reimbursable Expenses	Not to Exceed	\$2,000.00
	Subtotal Allowances Amount:	\$100,000.00
	Total Compensation	
	Not to Exceed:	\$463,785.00

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 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 3838 N. Central Avenue, Suite 1900, Phoenix, AZ 85012. 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 indemnify and hold harmless City, its agents, officers, officials, and employees from and against all claims, damages, losses, liability and/or expenses, relating to, or arising out of, the negligent acts, errors, mistakes or omissions in the work, services, or professional services of Consultant, its agents, employees, or any other person for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services Consultant may be deemed legally liable in the performance of this Contract, or any breach of the Contract. Consultant's duty herein shall arise in connection with

any and all claims for damage, loss, liability and/or expenses attributable to bodily injury, sickness, disease, death, or injury to, impairment or destruction of any person or property including loss of use resulting therefrom. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. DISPUTE RESOLUTION

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

13. ADDITIONAL SERVICES

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

14. PROHIBITION ON ASSIGNMENT

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

15. MISCELLANEOUS PROVISIONS

15.1. Lawful Presence in the United States. Pursuant to A.R.S. §1-502, any individual/sole proprietor who applies for local public benefits by signing this Contract shall also sign a sworn affidavit (Exhibit B) and present one of the documents listed on the affidavit to verify lawful presence in the United States. This Contract shall not be fully executed by the City if the individual/sole proprietor fails to sign the affidavit and present one of the listed documents.

15.2. Equal Opportunity. City is an equal opportunity, affirmative action employer.

Consultant hereby covenants for itself, its employees, agents, assigns and all persons claiming under or through it, that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, creed, religion, ancestry, national origin, physical or mental disability, age, sex, gender, sexual orientation, gender identity, marital status, or veteran status with regard to discharging obligations under this Contract. Consultant covenants and agrees that it will comply in all respects with the applicable provisions of the Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, and any other applicable state and federal statutes governing equal opportunity. Consultant agrees to post hereinafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting for the provisions of this clause.

- 15.3. Antidiscrimination. Consultant shall not refuse to hire or employ or bar or discharge from employment any person, or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Consultant shall provide a copy of its antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance (Exhibit C).
- 15.4. Legal Compliance. Consultant agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Consultant acknowledges that a breach of this warranty is a material breach of this Contract and Consultant is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all consultants, subconsultants and sub-subconsultants performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Consultant. Consultant hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

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

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

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

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

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

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

CITY:

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

CONSULTANT:

 (Printed Name of Signatory)
 Gannett Fleming, Inc.
 3838 N. Central Avenue, Suite 1900
 Phoenix, AZ 85012

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

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

[SIGNATURE PAGE TO FOLLOW]

**Concrete Structures Condition Assessment – Johnny G. Martinez Water Treatment Plant and South Tempe Water Treatment Plant
Project No. 3207871**

DATED this _____ day of _____, 2016.

CITY OF TEMPE, ARIZONA

By: _____
Mayor

By: _____
Public Works Director

ATTEST:

Recommended By:

City Clerk

Deputy PW Director/City Engineer
Az

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
Gannett Fleming, Inc.

Signature

Printed Name

Title

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

EXHIBIT A



Group of Gannett Fleming

Mr. Ken Halloran P.E.
Engineering Project Manager
City of Tempe Engineering Division
31 E. 5th Street
Tempe, Arizona 85281

Gannett Fleming, Inc.
Suite 1900
3838 N. Central Avenue
Phoenix, Arizona 85012
May 4, 2016

Re: Concrete Structures Condition Assessment -
Johnny G. Martinez Water Treatment Plant and
South Tempe Water Treatment Plant
City of Tempe Project No. 3207871
Proposal for Structural Investigation Services

Dear Mr. Halloran,

NSB Group of Gannett Fleming is pleased to submit this proposal for structural investigation services to the City of Tempe for Concrete Structures Condition Assessment - Johnny G. Martinez Water Treatment Plant and the South Tempe Water Treatment Plant.

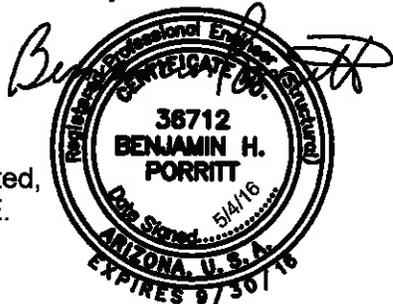
This project is part of the City of Tempe Water Utilities Division's assessment management program designed with purpose to protect, preserve, and maintain the City's water utilities assets. The project involves evaluation of existing concrete treatment basins and structures to identify repair and rehabilitation measures necessary for long term viability of water treatment facilities at the Johnny G. Martinez and South Tempe Water Treatment Plants.

Condition assessment services for this project include conducting site visits to observe and record the condition of accessible concrete surfaces, concrete structure tightness testing, petrographic testing as found needed to assess critical concrete deterioration, concrete structure evaluation and life-cycle analysis, a concrete condition assessment report for each water treatment plant, and repair documents for conditions requiring immediate remediation.

NSB Group of Gannett Fleming Inc. proposes to perform the services described above for **Cost Plus to a Maximum Fee** compensation of **\$363,785.00**, with allowances in the amount of **\$100,000.00**, for a contract total of **\$463,785.00**. Allowances include \$10,000.00 for concrete petrographic analysis, \$80,000.00 for contractor support services, \$8,000.00 for concrete repair documents, and \$2,000.00 for miscellaneous expenses.

Thank you for this opportunity to offer concrete structure condition assessment services to the City of Tempe, for the Johnny G. Martinez Water Treatment Plant and the South Tempe Water Treatment Plant.

Respectfully submitted,
Benjamin Porrirt S.E.



**City of Tempe Engineering Division
Concrete Structures Condition Assessment -
Johnny G. Martinez Water Treatment Plant and South Tempe Water Treatment Plant
City of Tempe Project No. 3207871
Proposal for Structural Investigation Services
May 4, 2016**

Contact Information

Project Manager
Benjamin Porritt, S.E.
Gannett Fleming, Inc.
3838 N. Central Avenue, Suite 1900
Phoenix, Arizona 85016
Telephone: (602) 553-8817
E-mail: bporritt@gfnet.com

NSB Project Team

Project Executive: Robert Stanley, S.E.
Project Executive: Sateesh Nabar, Ph.D.,
Senior Project Engineer: Benjamin Porritt, S.E.
Senior Structural Engineer: Tim Wong, S.E.
Senior Structural Engineer: William Smith, S.E.
Structural Engineer: Stephanie Templeton, P.E.
Structural Engineer: James Newhall, P.E.
Structural Inspector: Bryce Albretsen, E.I.T.
Structural Inspector: Robert Colburn
Structural Inspector: David Bryan
Structural Inspector: Benjamin Bryan

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Scope of Services – Cost Plus to a Maximum Fee (CPM)

NSB Group of Gannett Fleming, Inc. (GF) will perform structural investigation services for existing concrete structures at the Johnny G. Martinez Water Treatment Plant (JGM WTP) and South Tempe Water Treatment Plant (ST WTP) to support City of Tempe (City) objectives to protect, preserve, and maintain their water utility assets:

1. Prepare and maintain a concrete structures condition assessment activity schedule, including coordination of site investigation visits, water treatment basin entry, process tank entry, and concrete structure tightness testing with City water treatment plant activities including water treatment basin and process tank dry-up periods
2. Perform visual observations of exposed concrete structures and items anchored or embedded into concrete, supplement visual observations with hammer sounding to identify delaminated concrete, and record observations by notes, photography, and other methods
3. Evaluate concrete basins and other concrete structures to identify repairs and other measures to help assure the long term beneficial use of City water treatment plant assets

4. Perform concrete structure tightness testing in conformance with American Concrete Institute - Tightness Testing of Environmental Engineering Concrete Structures (ACI 350.1), Chapter 2 - Hydrostatic Test for Open or Covered Tanks, not to exceed ten (10) concrete structure tests total
5. By use of a contract allowance, include petrographic testing of concrete samples by a subconsultant, Braun Intertec Concrete Consulting Group, not to exceed eight (8) core samples total
6. By use of a contract allowance, include means provided by a subcontractor, Hunter Contracting Company (HCC), to assist with GF concrete assessment worker access to concrete surfaces including confined space entry, to assist with concrete structure tightness testing, and to provide concrete coring services as needed to extract cores for petrographic testing
7. By use of a contract allowance, prepare concrete repair sketches and specifications to address conditions found during concrete assessment where the City Engineering Project Manager directs to schedule immediate repairs
8. Prepare two concrete structures condition assessment reports, one for each WTP, including:
 - a) Cover sheet with City's project name and number, date, engineering firm's name and address, and the engineer's seal with signature
 - b) Table of contents
 - c) Executive summary
 - d) Brief facility description
 - e) Observation means
 - f) Observed conditions
 - g) Testing program and testing results
 - h) Assessment findings
 - i) Hazard summary
 - j) Lifecycle cost comparisons
 - k) Recommendations for repairs and other measures
 - l) Repair priority summary
 - m) Estimate of repair cost
 - n) Projected repair schedule
 - o) Typical concrete repair details
 - p) Technical specifications for concrete repair and rehabilitation
 - q) Appendix including photos, location plans, test results, etc.
9. Attend workshops with City staff:
 - a) Two preliminary report review workshops, one for each WTP, after plant observations not requiring basin or tank entry are complete, but prior to the final observation period during the annual plant shutdown

- b) Two final report review workshops, one for each WTP, after the final observation period during the annual plant shutdown
10. Perform quality planning, quality control, and quality assurance in accordance with GF project management and quality control guidelines, including internal reviews for report verification
11. Provide project deliverables for each WTP consisting of:
- a) Preliminary draft report with life cycle cost estimates, in PDF format, after site observations are complete
 - b) Draft final report in PDF format with final recommendations after receipt of City preliminary report comments
 - c) Final sealed report in PDF format with three (3) hardcopies, after City approval of the final draft report

Assumptions and Conditions

- A. The City will provide record drawings and record geotechnical reports for existing water treatment plant facilities. GF will submit drawing and geotechnical report requests to Engineering_techserv@tempe.gov.
- B. City Water Utility Division staff will provide means for concrete assessment workers to enter locked areas.
- C. City Water Utility Division staff will move stored items and other removable items to allow access and observation of concrete surfaces.
- D. City Water Utility Division staff will remove and replace vault and utility trench covers where possible by manual means to allow access by concrete assessment workers.
- E. City Water Utility Division staff will clean and power-wash basins, tanks, and other confined space entry areas prior to concrete assessment worker entry including removal of all debris and hazardous material.
- F. GF will begin site observations of readily accessible concrete structures upon receiving City authorization to proceed. Concrete surface observations and concrete structure tightness testing for water treatment basins and process tanks will be scheduled to occur during periods when basins and tanks are available, with final ST WTP observations during the plant annual shutdown period in November and December 2016, and with final JGM WTP observations during the plant annual shutdown period January and February 2017.
- G. Observation and assessment of concrete structures will include items anchored or embedded into concrete such as equipment support connections, utility support

connections, and railing. Equipment, utilities, structures, supports, etc. extending beyond the connection material anchored to concrete are not included in this scope of services.

- H. Observation of concrete surfaces buried in earth such as basin exterior walls, building foundations, and site wall footings is not included in this scope of services. If, during site investigation we find localized excavation, such as potholing, is needed to better assess concrete structure deterioration, The GF Project Manager will notify the City Engineering Project Manager in writing to request authorization before making arrangements for those additional services.
- I. GF will make every reasonable effort to examine and assess concrete structure surfaces obstructed from view by surface coatings such as paint and stucco without removing coating. At deteriorated surface areas, however, examination will inevitably require removal of small sections of loose surface material. Restoration of surface areas where superficial coatings are removed for concrete observation is not included in this scope of services.
- J. GF will observe interior surfaces of covered utility trenches by selective sampling of observation locations, so that all trench covers need not be removed. GF will request removal of additional trench covers if selective observations reveal conditions requiring more observation sites. GF recognizes some precast concrete trench covers at ST WTP are in poor condition and may not sustain removal and reinstallation without further damage. GF will make every reasonable effort to avoid selecting precast concrete trench covers exhibiting top surface cracks, spalls, or other evidence of deterioration for removal. Restoration or replacement of trench covers or other hatches and covers inadvertently damaged during removal and reinstallation is not included in this scope of services.
- K. JGM WTP areas included in this concrete structures condition assessment:
- a) Intake gate structure at the SRP canal
 - b) Aqueduct intake channel and supporting structures upstream from the Parshall flume
 - c) In-ground intake channels with associated bridge slabs, pads, and vaults downstream from the Parshall flume
 - d) Two (2) pre-sed basins with associated channels, vaults, and trenches
 - e) Chemical/ Administration building area with coagulation/ sedimentation basin influent channels, basement, tunnels, elevator pit, chemical solution tanks, chemical solution channels, and chemical storage areas
 - f) Eight (8) coagulation/ sedimentation basins with weir troughs, tunnels, and walkways
 - g) Filter basin area including eight (8) filter basins above the filter media level, filter influent channels, wash water channels, piping gallery, walkways, and control rooms
 - h) UV disinfection building
 - i) Readily accessible outer concrete surfaces of two (2) finished water reservoirs and associated structures.
 - j) Marigold Lane booster pump station
 - k) Sludge dewatering building with cast-in-place concrete building cladding viewed from accessible grade or roof levels

- l) Wash water recovery basin
- m) Polymer storage building
- n) Four (4) electrical buildings, including an emergency generator building
- o) Plate settler area
- p) Gravity thickener basin area visual observation from site grade only (recent construction)
- q) Sodium hydroxide storage area
- r) Carbon dioxide storage and feed system areas
- s) Other miscellaneous yard structures including utility trenches, electrical vaults, other vaults, equipment pads, sidewalks, site entry gate, piers for lighting and instrumentation masts, etc.

L. ST WTP areas included in this concrete structures condition assessment:

- a) Pre-sed splitter structure
- b) Two (2) pre-sed basins
- c) Raw water metering vault
- d) Administration building with basement, ramps, tunnels, elevator pit, and lime storage pit (including investigation of possible ramp settlement)
- e) Raw water pump station, chemical feed channel, and flocculation/ sedimentation basin influent channels
- f) Four (4) flocculation/ sedimentation basins with weir troughs, tunnels, and walkways
- g) Filter basin area including six (6) filter basins above the filter media level, two (2) settling basins, influent channels, wash water channels, walkways, six (6) vaults, and filter gallery
- h) UV disinfection building "H", except beyond the UV building weir
- i) Readily accessible outer concrete surfaces of two (2) finished water reservoirs and associated vaults, with reservoir entry only to observe conditions above the water surface from top of perimeter sloped side walls
- j) Pre-sed sludge pump station
- k) Backwash water sludge pump station
- l) Backwash water valve vault
- m) Two (2) backwash water clarifiers
- n) Dewatering pump station
- o) Sludge splitter structure
- p) Six (6) sludge drying beds
- q) Two (2) wash water recovery basins
- r) Disinfection building with chemical storage areas
- s) Alum/ lime storage area
- t) Powdered activated carbon building (presently closed)
- u) Oil storage building
- v) Finished water compliance/ emergency generator building
- w) Readily accessible outer concrete surfaces of canal water intake and bar screen area
- x) Readily accessible outer concrete surfaces of the Well 12 discharge-to-plant structure
- y) Readily accessible outer surfaces of the finished water pump station
- z) Fluoride system area
- aa) Pads for prefabricated electrical buildings, including emergency generator building

- bb) Ramp, stair, vaults, shotcrete lining, and other structures adjacent to two (2) emergency storage ponds
- cc) Well 15 and associated pads
- dd) Other miscellaneous yard structures including utility trenches, electrical vaults, other vaults, equipment pads, sidewalks, culvert headwalls, site entry gates, piers for lighting and instrumentation masts, standpipe structures, and backwash pump structures, etc.

M. Concrete structure ACI 350.1 tightness testing:

- a) Final selection and scheduling of structures to undergo tightness testing will be coordinated with City Water Utility Division staff.
- b) Shut-down periods will be scheduled to allow sufficient time for concrete structure tightness testing, including fill time prior to testing plus a five day test period for each structure
- c) GF will coordinate the need for concrete structure tightness at shared intermediate basin, channel or tank walls with City Water Utility Division staff and will plan and conduct concrete structure tightness testing of individual or combined adjacent structures accordingly.
- d) If, prior to concrete structure tightness testing, any basin, tank, or channel is found out of compliance with ACI 350.1 inspection requirements for potential inlet and outlet leakage points, defective concrete, or cracked concrete, the testing procedure will be suspended and resumed only if identified defects are repaired in time to allow completion of testing prior to the end of the winter 2016/2017 plant shutdown period.
- e) City Water Utility Division staff will clean and power-wash basins and tanks prior to concrete structure tightness testing, including removal of all debris and hazardous material.
- f) Work to repair or temporarily plug concrete structure inlet and outlet leakage points such as valves, gates, and open conduits is not included in this scope of services.
- g) JGM WTP structures considered for tightness testing may include:
 - 1) In-ground intake channels downstream from the Parshall flume
 - 2) Pre-sed basins
 - 1) Coagulation/ sedimentation basin influent channels
 - 3) Chemical solution tanks at the chemical/ administration building
 - 4) Coagulation/ sedimentation basins
 - 5) Sludge dewatering building gravity thickener basin and sludge holding tank
 - 6) Wash water recovery basin
- h) ST WTP structures considered for tightness testing may include:
 - 1) Pre-sed basins
 - 2) Raw water pump station wet well, chemical feed channel, and flocculation/ sedimentation basin influent channels
 - 3) Flocculation/ sedimentation basins
 - 4) Filter area settling basins

- 5) Backwash water clarifiers
 - 6) Wash water recovery basins
- N. By use of a contract allowance, and where found needed to better assess concrete structure deterioration, ASTM C 856 petrographic examination of concrete cores will be performed and petrographic analysis reports prepared by Braun Intertec Concrete Consulting Group. GF will recommend proceeding with concrete core testing if and where surfaces of critical concrete structures observed during site investigations display abnormal or highly advanced deterioration leading to consideration of major reconstruction or replacement for life-cycle analysis. Cost per core ranges from \$800 to \$1100, depending on the number of cores sent for testing in each testing group. Given this, we estimate eight (8) cores can be analyzed within a \$10,000.00 contract allowance, leaving spare budget in case the initial core analysis findings lead to consideration of adopting other more specialized tests.
- O. By use of a contract allowance, means to assist GF assessment workers to safely access and observe concrete surfaces will be provided by HCC including man-lift equipment with certified trained operators, ladders with ladder monitors, certified scaffolding, fall protection tie-off systems, safety harnesses, clean suits, entry disinfection, and lamps.
- a) JGM WTP:
 - 1) Pre-sed basins and associated channels
 - 2) Coagulation/ sedimentation basin influent channels
 - 3) Chemical/ Administration building elevator pit, chemical solution tanks, and chemical solution channels
 - 4) Eight coagulation/ sedimentation basins including weir troughs and walkway soffits
 - 5) Eight filter basins above the filter media level including walkway soffits, filter influent channels, filter wash water channels, and filter piping gallery
 - 6) Sludge dewatering building sludge press gallery, gravity thickener basin, sludge holding tank, and carbon tanks
 - 7) Wash water recovery basin
 - b) ST WTP:
 - 1) Pre-sed splitter structure
 - 2) Pre-sed basins
 - 3) Raw water metering vault
 - 4) Administration building elevator pit and lime storage pit
 - 5) Raw water pump station wet well, chemical feed channel, and flocculation/ sedimentation basin influent channels
 - 6) Four flocculation/ sedimentation basins including weir troughs and walkway soffits
 - 7) Six filter basins above the filter media level including walkway soffits, two settling basins, filter influent channels, and filter wash water channels
 - 8) Two finished water reservoirs
 - 9) Backwash water valve vault
 - 10) Two backwash water clarifiers

- 11) Sludge splitter structure
- 12) Two wash water recovery basins

P. By use of a contract allowance, means to assist GF assessment workers to safely enter confined spaces will be provided by HCC including confined space permits, confined space entry testing, and support staff.

a) JGM WTP:

- 1) Pre-sed basins and associated channels
- 2) Coagulation/ sedimentation basin influent channels
- 3) Chemical/ Administration building elevator pit, chemical solution tanks, and chemical solution channels
- 4) Eight coagulation/ sedimentation basins
- 5) Eight filter basins above the filter media level, filter influent channels, and filter wash water channels
- 6) Filter area influent channels and wash water channels
- 7) Sludge dewatering building gravity thickener basin, sludge holding tank, and carbon tanks
- 8) Wash water recovery basin

b) ST WTP:

- 1) Pre-sed splitter structure
- 2) Pre-sed basins
- 3) Raw water metering vault
- 4) Administration building elevator pit and lime storage pit
- 5) Raw water pump station wet well, chemical feed channel, and flocculation/ sedimentation basin influent channels
- 6) Four flocculation/ sedimentation basins
- 7) Six filter basins above the filter media level, two settling basins, filter influent channels, and filter wash water channels
- 8) Two finished water reservoirs, including concrete assessment worker disinfection prior to entry
- 9) Pre-sed sludge pump station
- 10) Backwash water sludge pump station
- 11) Backwash water valve vault
- 12) Dewatering pump station
- 13) Two backwash water clarifiers
- 14) Sludge splitter structure
- 15) Two wash water recovery basins

Q. By use of a contract allowance, temporary facilities and testing support staff to assist with concrete structure tightness testing will be provided by HCC, including:

- a) Sealing penetrations, gates, valves, and other potential leakage points

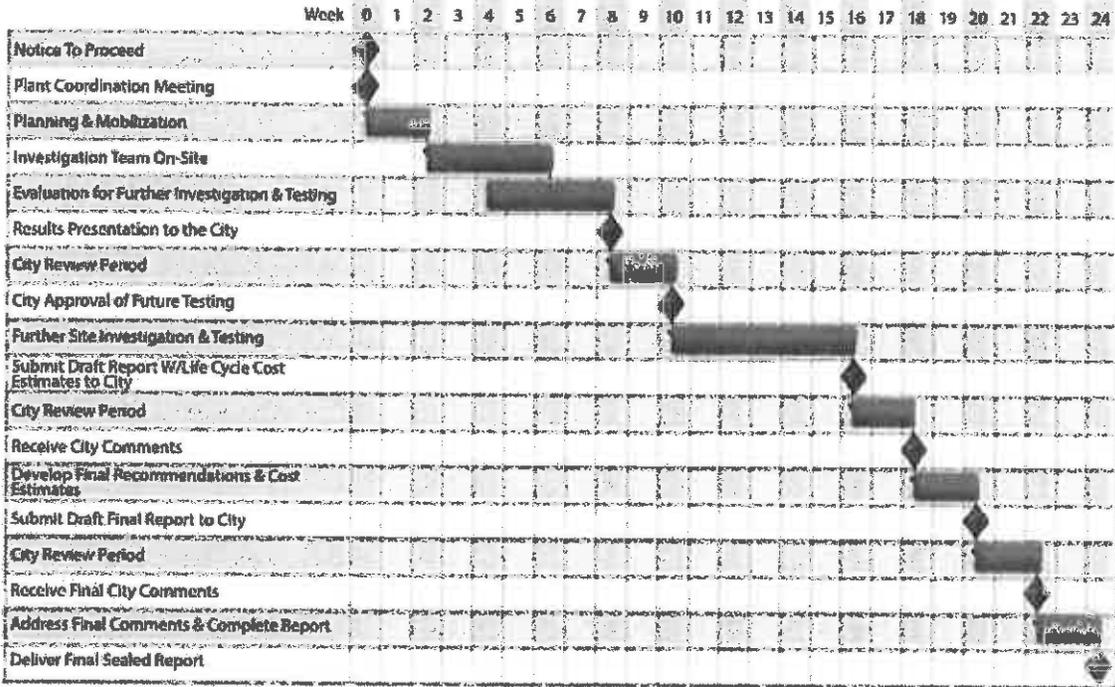
- b) Verification that no water is entering or leaving through the structure penetrations, gates, valves, and other potential leakage points
 - c) Monitoring fill rate and level
 - d) Providing a floating, restrained, partially filled, calibrated open container for evaporation and precipitation measurement
- R. By use of a contract allowance, other means to assist GF with on-site concrete assessment will be provided by HCC:
- a) Powered means to remove and replace vault and utility trench covers as needed where manual removal and replacement by City Water Utility Division staff is not available
 - b) Means to hold and lock out elevator cabs for pit observation
 - c) Coring to extract concrete samples and core site patching, including locating embedded reinforcing steel by ground penetrating radar (GPR) prior to coring.
- S. JGM WTP areas not included in this scope of services:
- a) Main office building at the south end of the WTP
 - b) Overflow spillway beyond the south end of the WTP
 - c) Electrical substation yard
 - d) Warehouse west of the emergency generator building (to be demolished)
 - e) Filter basin and sub-basin channel surfaces below the top of media level (filter basin zones below the media surface level were recently investigated by others)
 - f) Interior surfaces of finished water reservoirs and related facilities (reservoirs will not be emptied during the concrete structures condition assessment period)
- T. ST WTP areas not included in this scope of services:
- a) Environmental laboratory building (under construction)
 - b) Environmental services building
 - c) Dry powdered activated carbon area (recently constructed)
 - d) Sodium hydroxide storage area (recently constructed)
 - e) Carbon dioxide storage area (recently constructed)
 - f) Sludge storage area, sludge dewatering area, and adjacent sludge drying bed (all recently constructed)
 - g) Satellite hypochlorite building "K" (recently constructed)
 - h) Interior surfaces of the canal water intake and bar screen area (intake structures will not be emptied during the concrete structures condition assessment period)
 - i) Interior surfaces of the Well 12 discharge-to-plant structure (the intake structure will not be emptied during the concrete structures condition assessment period)
 - j) Filter basin and sub-basin channel surfaces below the top of media level (filter basin zones below the media surface level were recently investigated by others)
 - k) Interior surfaces of finished water reservoirs and related facilities except for surfaces visible from top of perimeter sloped walls (reservoirs will not be emptied during the concrete structure condition assessment period)
 - l) Finished water pump station wet well

- m) Surfaces beyond the UV building weir
- U. Driveway concrete items such as paving, curbs, and gutters are not included in this scope of services. Sewer manhole concrete is not included in this scope of services.
- V. Masonry assessment is not included in this scope of services. GF will notify the City Engineering Project Manager if masonry conditions of structural concern happen to be found during the course of the concrete assessment investigation.
- W. Observation of inaccessibly small channels and other similar spaces and use of remotely controlled mobile photographic recording devices is not included in this scope of services. GF will notify the City Engineering Project Manager if concrete structure conditions are found warranting consideration of special observation equipment and services.
- X. Geotechnical investigation services are not included in this scope of services. GF will notify the City Engineering Project Manager if we believe observed evidence of structure settlement conditions warrant geotechnical subsurface exploration.
- Y. Preparation of concrete structure repair sketches and specifications to address conditions found during concrete assessment will be performed under a budget allowance, where the City Engineering Project Manager directs to schedule immediate repairs. The GF Project Manager will submit task budget estimates to the City Engineering Project Manager for approval prior to proceeding with design services under the allowance. Outside of this allowance, development of contract documents for construction or repair is not included in this scope of services.
- Z. Other than approved for immediate repairs under the budget allowance above, construction phase and repair phase services such as reviewing contractor submittals, answering contractor questions, inspections, and preparing record drawings are not included in this scope of services.
- AA. Execution of concrete repairs is not included in this scope of services.
- BB. Total GF concrete structure condition assessment effort may be dependent upon variable factors including basin entry schedule availability, and discovery of unanticipated conditions such as subgrade vaults assumed minor but found to require extensive effort. If we find, at a later date, the fee estimate projected to complete services will exceed the CPM fee, The GF Project Manager will notify the City Engineering Project Manager and request authorization before performing those additional services.
- CC. The use of all allowances will be tracked by the GF Project Manager and a summary will be conveyed to the City Engineering Project Manager on no less frequent than a monthly basis. The GF Project Manager will provide written notification, for each allowance, for each of the following levels of expenditure: 50 percent, 75 percent, 95 percent, and 100

percent. GF will not exceed any allowance without receiving prior written approval from the City Engineering project manager.

Tentative Schedule

City of Tempe Concrete Structure Condition Assessment Tentative Project Schedule



Note: The tentative schedule shown is a general outline. The project working schedule will include:

- Division between JGMWTP and STWTP facilities
- Incorporation of Basin Access Availability

Compensation for Professional Services

NSB Group of Gannett Fleming Inc. proposes to perform the services described above for **Cost Plus to a Maximum Fee** compensation of **\$363,785.00**, with allowances in the amount of **\$100,000.00**, for a contract total of **\$463,785.00**. See the schedule of services estimate and concrete assessment detail sheets below.

Tempe Water Treatment Plant Concrete Structures Condition Assessment
Schedule of Services Estimate – Cost Plus to a Maximum Fee

Tempe WTP Concrete Assessment	Project Executive	Senior Project Engineer	Senior Structural Engineer	Structural Engineer	Senior CAD Designer	Structural Inspector	Project Admin- istrator
Proj management		20					20
Investigation sched		10	30				
Unit estimates			20	20			
Repair schedule		10	30				
Typical details			10	10	20		
Specifications		10	30				
Meetings/workshops		60	60				
QA/QC review	20						
Tightness testing		5	5			70	
JGM WTP							
Site observation		19	74	66	0	20	
Basin observation		18	70	64	0	88	
CS permit obsvn		0	48	36	0	84	
Evaluation		38	52	25	0	0	
Report detail		27	58	39	116	0	
Lifecycle analysis		108	0	0	0	0	
ST WTP							
Site observation		31	106	106	0	16	
Basin observation		21	68	74	0	96	
CS permit obsvn		0	39	29	0	68	
Evaluation		56	76	27	0	0	
Report detail		23	77	68	136	0	
Lifecycle analysis		123	0	0	0	0	
Total hours	20	579	853	564	272	442	20
Hourly rate	\$220.00	\$ 180.00	\$ 135.00	\$105.00	\$105.00	\$ 115.00	\$70.00
Fee by category	\$ 4,400	\$104,220	\$115,155	\$59,220	\$28,560	\$ 50,830	\$1,400
Total labor						\$363,785.00	
Petrology allowance						\$ 10,000.00	
HCC allowance						\$ 80,000.00	
Repair spec allownc						\$ 8,000.00	
Misc expense						\$ 2,000.00	
Tempe Water Treatment Plant Concrete Assessment CPM Fee:						\$463,785.00	

Johnny G. Martinez Water Treatment Plant - Concrete Assessment Detail

JGM WTP Concrete Assessment Detail	Senior Project Engineer	Senior Structural Engineer	Structural Engineer	Senior CAD Designer	Structural Inspector	Total Hours
A. Intake gate area						
Site observation		1	1			2
Evaluation		1	1			2
Report detail		1	1	2		4
Lifecycle analysis	2					2
						10
B. Aqueduct						
Site observation		1	1			2
Evaluation		1	1			2
Report detail		1	1	2		4
Lifecycle analysis	2					2
						10
C. Intake channels						
Site observation			2		2	4
Evaluation	2	4				6
Report detail		2	2	4		8
Lifecycle analysis	2					2
						20
D. Pre-Sed Basins						
Site observation		2	2		2	6
Basin observation	2	10	10		20	42
Evaluation	4	2	2			8
Report detail	2	4	2	8		16
Lifecycle analysis	8					8
						80
E. Admin/chem						
Site observation	4	8	8		2	22
CS permit obsvn		26	14		40	80
Evaluation	8	10				18
Report detail	6	6	6	16		34
Lifecycle analysis	16					16
						170
F. Coag/sed basins						
Site observation	6	24	6			36
Basin observation	8	32	32		40	112
CS permit obsvn		8	8		16	32
Evaluation	10	10	10			30
Report detail	6	12	12	30		60
Lifecycle analysis	30					30
						300

Johnny G. Martinez Water Treatment Plant - Concrete Assessment Detail

JGM WTP Concrete Assessment Detail	Senior Project Engineer	Senior Structural Engineer	Structural Engineer	Senior CAD Designer	Structural Inspector	Total Hours
G. Filter area						
Site observation	2	6	6			14
Basin observation	4	10	8		12	34
CS permit obsvn		6	6		12	24
Evaluation	3	6				9
Report detail	2	6	4	10		22
Lifecycle analysis	12					12
						115
H. UV building						
Site observation		1	1			2
Evaluation		1	1			2
Report detail		1	1	2		4
Lifecycle analysis	2					2
						10
I. Reservoirs						
Site observation		1	1			2
Evaluation		1	1			2
Report detail		1	1	2		4
Lifecycle analysis	2					2
						10
J. ML pump station						
Site observation			1			1
Evaluation			1			1
Report detail		1		1		2
Lifecycle analysis	1					1
						5
K. Sludge DW bldg						
Site observation	3	8	10		2	23
Basin observation		14	10		8	32
CS permit obsvn		8	8		16	32
Evaluation	4	6	4			14
Report detail	8	8		14		30
Lifecycle analysis	14					14
Lifecycle analysis	14					14
						136
L. Recovery basin						
Site observation		4	6			10
Basin observation	4	4	4		8	20
Evaluation	2	2	2			6
Report detail		4	2	4		10
Lifecycle analysis	4					4
						50

Johnny G. Martinez Water Treatment Plant - Concrete Assessment Detail

JGM WTP Concrete Assessment Detail	Senior Project Engineer	Senior Structural Engineer	Structural Engineer	Senior CAD Designer	Structural Inspector	Total Hours
M. Polymer storage						
Site observation			1			1
Evaluation			1			1
Report detail		1		1		2
Lifecycle analysis	1					1
						5
N. Electrical bldgs						
Site observation		2	2			4
Evaluation	1	2	1			4
Report detail	1	2	3	4		10
Lifecycle analysis	2					2
						20
Other						
Site observation	4	16	18		12	50
Evaluation	4	6				10
Report detail	2	8	4	16		30
Lifecycle analysis	10					10
						100

South Tempe Water Treatment Plant - Concrete Assessment Detail

ST WTP Concrete Assessment Detail	Senior Project Engineer	Senior Structural Engineer	Structural Engineer	Senior CAD Designer	Structural Inspector	Total Hours
A. Pre-sed splitter						
Site observation			1			1
CS permit obsvn		2	2		4	8
Evaluation	1	2				3
Report detail	1	2	1	2		6
Lifecycle analysis	2					2
						20
B. Pre-sed Basins						
Site observation		2				2
Basin observation	5	10	12		16	43
Evaluation	4	4				8
Report detail	2	4	4	4		14
Lifecycle analysis	8					8
						75

South Tempe Water Treatment Plant - Concrete Assessment Detail

ST WTP Concrete Assessment Detail	Senior Project Engineer	Senior Structural Engineer	Structural Engineer	Senior CAD Designer	Structural Inspector	Total Hours
C. RW meter vault						
Site observation						0
CS permit obsvn		1			1	2
Evaluation	1	1	1			3
Report detail	0	1	1	2		4
Lifecycle analysis	1					1
						10
D. Admin bldg						
Site observation	6	14	24			44
CS permit obsvn		4	4		8	16
Evaluation	4	6				10
Report detail		6	4	10		20
Lifecycle analysis	10					10
						100
E. RWPS & etc						
Site observation	6	10	12			28
CS permit obsvn		8	8		16	32
Evaluation	4	6				10
Report detail		6	4	10		20
Lifecycle analysis	10					10
						100
F. Flocc/sed basins						
Site observation	6	24	6			36
Basin observation	8	32	32		40	112
CS permit obsvn		8	8		16	32
Evaluation	10	10	10			30
Report detail	6	12	12	30		60
Lifecycle analysis	30					30
						300
G. Filter area						
Site observation	3	16	10			29
Basin observation	4	6	10		16	36
CS permit obsvn		4	4		8	16
Evaluation	6	8				14
Report detail	4	6	6	12		28
Lifecycle analysis	12					12
						135
H. UV building						
Site observation		1	1			2
Evaluation	1	1	1			3
Report detail	0	1	1	2		4
Lifecycle analysis	1					1
						10

South Tempe Water Treatment Plant - Concrete Assessment Detail

ST WTP Concrete Assessment Detail	Senior Project Engineer	Senior Structural Engineer	Structural Engineer	Senior CAD Designer	Structural Inspector	Total Hours
I. Reservoirs						
Site observation		1	1			2
CS permit obsvn		3	3		6	12
Evaluation	2	3				5
Report detail	2	2	2	3		9
Lifecycle analysis	2					2
						30
J. P-sed sludge PS						
Site observation			1			1
CS permit obsvn		2			2	4
Evaluation	1	2	1			4
Report detail	0	1	1	2		4
Lifecycle analysis	2					2
						15
K. BWW sludge PS						
Site observation			1			1
CS permit obsvn		2			2	4
Evaluation	1	2	1			4
Report detail	0	1	1	2		4
Lifecycle analysis	2					2
						15
L. BWW valve vault						
Site observation			1			1
CS permit obsvn		1			1	2
Evaluation	1	1	1			3
Report detail	0	1	1	1		3
Lifecycle analysis	1					1
						10
M. BWW clarifiers						
Site observation		2				2
Basin observation	1	8	8		8	25
Evaluation	2	2				4
Report detail	2	2	2	4		10
Lifecycle analysis	4					4
						45
N. Dewatering PS						
Site observation			1			1
CS permit obsvn		2			2	4
Evaluation	1	2	2			5
Report detail	1	2	2	3		8
Lifecycle analysis	2					2
						20

South Tempe Water Treatment Plant - Concrete Assessment Detail

ST WTP Concrete Assessment Detail	Senior Project Engineer	Senior Structural Engineer	Structural Engineer	Senior CAD Designer	Structural Inspector	Total Hours
O. Sludge splitter						
Site observation			1			1
CS permit obsv		2			2	4
Evaluation	1	2	2			5
Report detail	1	2	2	3		8
Lifecycle analysis	2					2
						20
P. Sludge dry beds						
Site observation		2	2			4
Evaluation	1	2	2			5
Report detail	1	2	2	4		9
Lifecycle analysis	2					2
						20
Q. Recovery basins						
Site observation		2				2
Basin observation	3	12	12		16	43
Evaluation	4	4				8
Report detail		4	4	6		14
Lifecycle analysis	8					8
						75
R. Disinf bldg						
Site observation		2	2			4
Evaluation	1	2	2			5
Report detail	1	2	2	4		9
Lifecycle analysis	2					2
						20
S. Alum storage						
Site observation		1	1			2
Evaluation	1	1	1			3
Report detail	0	1	1	2		4
Lifecycle analysis	1					1
						10
T. Carbon bldg						
Site observation		1	1			2
Evaluation	1	1	1			3
Report detail	0	1	1	2		4
Lifecycle analysis	1					1
						10
U. Oil storage						
Site observation		1	1			2
Evaluation	1	1	1			3
Report detail	0	1	1	2		4
Lifecycle analysis	1					1
						10

South Tempe Water Treatment Plant - Concrete Assessment Detail

ST WTP Concrete Assessment Detail	Senior Project Engineer	Senior Structural Engineer	Structural Engineer	Senior CAD Designer	Structural Inspector	Total Hours
V. WC/ E-gen bldg						
Site observation		1	1			2
Evaluation	1	1	1			3
Report detail	0	1	1	2		4
Lifecycle analysis	1					1
						10
Other						
Site observation	10	26	38		16	90
Evaluation	6	12				18
Report detail	2	16	12	24		54
Lifecycle analysis	18					18
						180

EXHIBIT B
AFFIDAVIT DEMONSTRATING LAWFUL
PRESENCE IN THE UNITED STATES

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

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

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

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

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

Signature

Business/Company (if applicable)

Print Name

Address

Date: _____

City, State, Zip Code

OFFICE USE ONLY: EMPLOYEE NAME: _____

EMPLOYEE NUMBER: _____

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



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

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

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

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

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached

OR

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

Signature

Date: _____

Print Name

Title

Company

CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS

AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT
REGARDING
HEALTH INSURANCE

_____, Arizona

Date _____

**Concrete Structures Condition Assessment – Johnny G. Martinez Water Treatment Plant
and South Tempe Water Treatment Plant
Project No. 3207871**

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 _____, 2016.

General Contractor/Prime Consultant

By: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2016.

Notary Public

My commission expires:

City of Tempe

Guidelines for Implementation of Health Insurance

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

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

8. All consultants and contractors subject to the health insurance requirements shall post, in English and Spanish, notice of the health insurance requirements at their office and at the job site. Signs for posting will be provided by the City.

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