

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into on the 4th day of August, 2016, by and between the City of Tempe, an Arizona municipal corporation (“City”), and **Brown and Caldwell, Inc.** a California corporation (“Consultant”).

City engages Consultant to perform professional services for a project known and described as **Sewage Collection Assessment – Phase II**, Project No. **3207101** (“Project”).

1. SERVICES OF CONSULTANT

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

- 1.1. Consultant shall provide professional services, as described in Exhibit “A” attached.
- 1.2. Consultant has assigned Mark Courtney 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 three hundred ten (310) 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 \$789,700.00, unless otherwise authorized by City.

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

<u>Task Description</u>	<u>Method</u>	<u>Amount</u>
Professional Services	Lump Sum	\$520,562.00
Inspection and Reviews	Hourly not to Exceed	\$269,138.00
	Total Compensation Not to Exceed:	\$789,700.00

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 201 E. Washington Street, Suite 500, Phoenix, Arizona 85004. 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 California 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)
Brown and Caldwell, Inc.
201 E. Washington Street, Suite 500
Phoenix, AZ 85004

- 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]

**Sewage Collection System Assessment – Phase II
Project No. 3207101**

DATED this _____ day of _____, 2016.

CITY OF TEMPE, ARIZONA

By: _____
Mayor

By: _____
Public Works Director

ATTEST:

Recommended By:

City Clerk

AG 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
Brown and Caldwell, Inc.

Signature

Printed Name

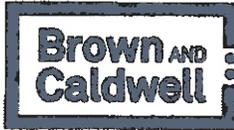
Title

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

201 East Washington Street, Suite 500
Phoenix, Arizona 85004
T: 602.567.4000
F: 602.567.4001
www.browncaldwell.com

EXHIBIT A

June 27, 2016



Mr. Erich Bonz, P.E.
Project Manager
City of Tempe
31 East 5th Street
Tempe, Arizona 85280

**Subject: Tempe Sewage Collection System Assessment Program
Proposal for Phase 2 Professional Services**

Dear Mr. Bonz:

The City of Tempe, Arizona (City) has approximately 490 miles of gravity sewer mains and over 10,000 manholes of various materials installed as part of its wastewater collection system. The structural and operational characteristics of this collection system are critical to health and safety of the general public. A comprehensive assessment and rehabilitation/replacement (R/R) program evaluates and documents the condition of the collection system components, identifies immediate and potential problems within the system, plans and prioritizes necessary R/R projects for the City's capital improvement program (CIP), and implements the CIP with design and construction of the prioritized R/R projects.

The City, in partnership with Brown and Caldwell (BC), completed Phase 1 of the multi-year assessment and R/R program. Phase 1 included overall program development and management with evaluation and improvements for data and maintenance management, field investigations and condition assessments for 200,000 feet of gravity sewer pipe and 1,500 manholes, alternative evaluations and cost estimates for prioritized R/R projects, design and construction management for R/R of high priority pipes and manholes, maintenance optimization strategies, and long-term CIP planning for overall collection system assessment and R/R implementation.

This City contract with BC marks Phase 2 of the comprehensive sewer assessment and rehab program. Phase 2 includes field investigations and assessments for 75,000 feet of gravity sewer pipe and 1,000 manholes (based in part on prioritization factors defined in Phase 1), and evaluation and recommendations for prioritized R/R projects based on the Phase 2 investigations. Phase 2 also includes inspections, condition assessments, and recommended improvements for three gravity sewer diversion structures and one odor control biofilter, and National Association of Sewer Service Companies (NASSCO) certified condition assessment training for City Utility personnel. A key goal of this Phase 2 is integration of the City's pipeline inspection efforts with the work being done by BC and its sub-contractors under this contract. Phase 2 is scheduled to be completed in 10 months from Notice to Proceed.

A red handwritten mark, possibly a signature or initials, located in the bottom right corner of the page.

Mr. Erich Bonz, P.E.
City of Tempe
June 27, 2016
Page 2

Phase 2 costs will be managed as a combination of lump sum and not-to-exceed tasks. The following is a summary of costs for this proposed Phase 2 of the Assessment Program:

Phase Title	Lump Sum	Not To Exceed
Phase 100 – Project Management	\$82,160	\$0
Phase 200 – Pre-inspection Planning	\$25,600	\$0
Phase 300 – Physical Inspections	\$138,916	\$265,638
Phase 400 – Review of Inspection Data	\$214,038	\$3,500
Phase 500 – Phase 2 Summary and Reporting	\$59,848	\$0
<i>Total Lump Sum and Not to Exceed</i>	<i>\$520,562</i>	<i>\$269,138</i>
<i>Total Contract Proposal</i>	<i>\$789,700</i>	

The following documents are included as attachments:

- Scope of Work for Tempe Sewage Collection System Assessment Program – Phase 2
- Manhours/Fees (Detail and Summary Sheets) for Phase 2 Services
- Estimated Phase 2 Project Schedule
- Pro-Pipe Proposal
- BC's IRS Form W-9
- Project Resume for Mark Courtney, BC's Project Manager.

We are excited about this opportunity with the City, and we look forward to assisting the City with this continuation of the Sewage Collection System Assessment Program. Please do not hesitate to contact us if you have questions or need additional information.

Very truly yours,

Brown and Caldwell, Inc.


Ronald L. Ablin, P.E.
Vice President


Mark Courtney, P.E.
Project Manager

RLA:MC

Attachments (5)

1. Exhibit A: Scope of Work
2. Exhibit B: Compensation
3. Exhibit C: Schedule
4. Pro-Pipe Proposal
5. IRS Form W-9
6. Resume for Mark Courtney





Scope of Work

City of Tempe

Sewage Collection System Assessment Program – Phase 2

June 27, 2016

Project Overview

The City of Tempe, Arizona (City) has approximately 490 miles of gravity sewer mains and over 10,000 manholes of various materials installed as part of its wastewater collection system. The structural and operational characteristics of this collection system are critical to health and safety of the general public. A comprehensive assessment and rehabilitation/replacement (R/R) program evaluates and documents the condition of the collection system components, identifies immediate and potential problems within the system, plans and prioritizes necessary R/R projects for the City's capital improvement program (CIP), and implements the CIP with design and construction of the prioritized R/R projects.

The City, in partnership with Brown and Caldwell (BC), completed Phase 1 of the multi-year assessment and R/R program. Phase 1 included overall program development and management with evaluation and improvements for data and maintenance management, field investigations and condition assessments for approximately 200,000 feet of gravity sewer pipe and approximately 1,500 manholes, alternative evaluations and cost estimates for prioritized R/R projects, design and construction management for R/R of high priority pipes and manholes, maintenance optimization strategies, and long-term CIP planning for overall collection system assessment and R/R implementation.

This City contract with BC marks Phase 2 of the comprehensive sewer assessment and rehab program. Phase 2 includes field investigations and assessments for 75,000 feet of gravity sewer pipe and 1,000 manholes (based in part on prioritization factors defined in Phase 1), and evaluation and recommendations for prioritized R/R projects based on the Phase 2 investigations. Phase 2 also includes inspections, condition assessments, and recommended improvements for three gravity sewer diversion structures and one odor control biofilter; and National Association of Sewer Service Companies (NASSCO) certified condition assessment training for City Utility personnel. A key goal of this Phase 2 is integration of the City's pipeline inspection efforts with the work being done by BC and its sub-contractors under this contract. Phase 2 is scheduled to be completed in 10 months from Notice to Proceed.

In general, the scope of work will consist of the following major tasks:

- Phase 100 Project Management
- Phase 200 Inspection Planning
- Phase 300 Physical Inspection – Pipelines, Manholes, Structures
- Phase 400 Review of Field Inspection Data
- Phase 500 Phase 2 Program Summary and Reporting.

Requirements of Client

BC will require the following items/tasks from the City to assist in the scope of this project:

- Geographic information system (GIS) database information
- Sewer system records, including age and materials for pipes and manholes
- Access to City's SIRE system for retrieval of as-built drawings
- Sewer system operation and maintenance records from the City's maintenance management (Hansen) system
- Information regarding previous sewer investigations, condition assessments, odor complaints, and R/R projects.
- Provide support in accessing and operating diversion structure and bio-filter components during the inspections.

A detailed description of the scope of work for this project is as follows. Where the term "BC" is used in this scope, it shall mean Brown and Caldwell and/or its subcontractors.

Phase 100 Project Management

Task 101 Management

BC shall monitor and review work progress and budget of project team, and provide general project management.

Task 102 Monthly Reporting & Invoicing

BC shall prepare and submit to the City monthly invoices, accompanied by a project progress report. The invoice and progress report will include details for percentage completed for lump sum tasks and hours/costs for not-to-exceed tasks, for the specific month and total completed to date, for each project Phase. The invoice will also include expenditure details, for the month and total to date, for the project allowances.

Task 103 Meetings (Kickoff, Progress, Miscellaneous)

Kickoff Meeting

BC shall prepare an agenda and schedule a kickoff meeting with the City within 10 calendar days of the issuance of the Notice to Proceed. This meeting will include the following:

- Review the scope of work
- Review the project schedule and define milestones
- Introduce key personnel
- Establish lines of communications and respective responsibilities between City and BC
- Establish public notification procedures.

BC shall prepare and distribute draft meeting minutes. BC shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Project Manager.

Progress Meetings

BC shall participate in three bimonthly progress meetings with the City's project leadership team, generally to be held at the City of Tempe, and will be attended by BC's Project Manager, Project Engineer and other key personnel as determined to be necessary. The purpose of the progress meeting is to provide an opportunity for BC and City to review progress of the work and draft deliverables, present and discuss items encountered in the field or during review of inspections, anticipate and mitigate performance problems, adjust project tasks and effort as/if necessary, and address other issues and concerns. BC shall prepare an agenda for each of the progress meetings. BC shall prepare and distribute draft meeting minutes. BC shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Project Manager.

Miscellaneous Meetings

BC shall attend up to two miscellaneous meetings with the City and prepare and distribute meeting minutes, summarizing agreements reached and actions required.

Task 104 Quality Management Reviews

BC shall perform periodic quality reviews of the work progress utilizing appropriately qualified principal staff to verify that the project scope is achieved. BC shall perform in-house quality reviews on deliverables prior to submittal to the City. In addition to ongoing quality management of the work flow, major quality reviews will be focused in three areas:

1. Field video investigations and data review
2. Review of pipe and manhole defect codings and assessments
3. Work products including technical memoranda, recommendations, and reports.

Task 105 Coordination

BC shall be responsible for coordination such that the work of its subconsultants is performed within the guidelines established herein, in a timely manner, and that the subconsultants shall not adversely impact the overall project schedule.

Task 106 Overall Project Schedule

BC shall prepare an overall project schedule using Microsoft Project, which designates milestones agreed to by City and BC. In conjunction with the monthly project reporting (Task 102), BC shall provide an updated schedule with a brief summary of major efforts and accomplishments during the period, including the progress of sewer pipeline and manhole inspections and assessments.



Phase 200 Pre-Inspection Planning

The Inspection Planning will include assembly and organization of the relevant information from Phase 1, identification of the specific assets to be inspected and assessed in Phase 2, and development of the documentation and procedures to support the Phase 2 field investigations.

Task 201 Information Preparation from Phase 1

BC will review and organize information from Phase 1 in preparation for selecting high priority pipes and manholes for the Phase 2 investigation and assessments.

Task 202 Phase 2 Investigation Workshop

BC will schedule, prepare, and facilitate a Phase 2 Investigation Workshop with City personnel. The workshop will include review and discussion of collection system information and issues from Phase 1, and collaboration to identify and prioritize specific assets for the Phase 2 inspections and assessments. Target areas will include carry over priorities that were not inspected/assessed in Phase 1 and highest priority pipes and manholes that were identified in the overall system risk assessments (vulnerability and criticality factors). The workshop will identify target inspection areas for BC's Phase 2 inspections/assessments and for City inspections/assessments planned during the Phase 2 time period. The workshop will include discussion to develop consensus on the format to be used for inspection data collection and assessment in order to provide consistent use of data fields in Pipelogix. BC will make recommendations on the use of Pipelogix based on their understanding of the City's program goals. The approach to be used in Phase 2 will be subject to City approval.

Task 203 Field Inspection Plan

As follow-up to the Phase 2 Investigation Workshop, BC will prepare a summary of the inspections and assessments to be included in Phase 2. From this summary, BC will prepare a draft Field Inspection Plan, which will include key team members and their specific project roles and contact information, implementation plan with applicable tasks and schedules, traffic control plan, coordination for emergency response, and procedures for public notification and coordination. The draft Field Inspection Plan will be reviewed with City personnel.

Phase 300 Physical Inspection – Pipelines, Manholes, Structures

BC is expected to access system features within public rights-of-way or easements while at the same time respecting private property rights. A portion of this contract will require nighttime activities during low flow conditions. BC shall make provisions necessary to keep noise and lights to a minimum, while at the same time maintaining required safety standards. BC and/or its subconsultants shall perform their operations with diligent safety standards for themselves and the general public. Attempts shall be made to respect non-standard access to private property. City crews will be involved if required, and crews will utilize utmost professional courtesy when contacting the general public.

Professional Pipe Services (Pro-Pipe), as a subconsultant to BC, will perform the video inspections for the pipes and manholes, and will assist BC with the manned entry inspections. BC will assist with coordination and quality management in the field investigation, accompanying Pro-Pipe during approximately 20 percent of the pipe and manhole video investigation time.

Note: BC pipe and manhole inspections for Phase 2 will not commence until the training for City staff is completed (see Task 407).

Emergency Situation: If a situation believed to warrant immediate action is encountered, BC will notify the City's Project Manager (or designated representative). With the notification, BC will provide necessary background information and preliminary recommendations to City Engineering to convey the nature and scope of the situation to support mobilization and appropriate response.

Task 301 Pre-Inspection Walk-Through

Prior to the start of physical inspection activities, a pre-inspection walk-through shall be conducted. All manholes to be assessed or to be used as access for pipeline assessment are to be field inspected during the pre-inspection walk through. A field inspection report form will be completed for every manhole. This field inspection shall be conducted to:

- Visually locate manholes and structures to be inspected within the project scope
- Identify access and traffic control issues
- Identify issues to be addressed prior to inspection, such as buried manholes
- Visually inspect manhole rims and covers
- Identify new manholes not shown in the City's GIS database.



An arrow board will be provided for the walk-through to aid with traffic control and safety.

Task 302 Inaccessible Manholes

Subtask 302.1 - Varying degrees of limited access to manholes due to vegetation, bolted-down covers, pavement over manholes, private property encroached easements and rights-of-way is anticipated. BC shall provide assistance to the City in identifying these manholes, if applicable, and shall provide sketches and field notes required to provide access.

Subtask 302.2 - On a manhole by manhole basis, if approved by the City, BC shall provide labor and materials to expose and open buried/obstructed manhole covers. If necessary, BC will provide labor and materials to repair/replace the manhole ring and cover and/or adjust the ring and cover to match surface grade, including surfacing replacement if required. The City will pre-approve estimated costs for these services for each of the affected manholes, to be paid from the Phase 2 contract allowance for this task. The list of manholes requiring these services will include those that are documented from the assessment program and additional manholes that are documented separately by City personnel.

Task 303 Confined Space Manhole Inspections

Each manhole identified for investigation will be inspected using the Panoramio optical scanner. In addition, BC shall perform confined-space entry to further inspect approximately five percent of the total manholes being assessed. This equates to approximately 50 manholes to be inspected via manned entry. The inspections will include physical examination of the manhole components, including the chimney, wall, bench and channel. The manholes identified for confined space entry will be selected upon completion of the video inspection phase of work and may include Phase 1 and/or City identified manholes. BC will develop a proposed list to be submitted to the City for review, comment, and approval prior to execution of the manned entries.

Task 304 Structure/Facility Inspections

BC shall perform confined-space entry to inspect three collection system diversion structures, located at: Rural Road and Guadalupe Road, Kyrene Road and Guadalupe Road, and Priest Drive and Southern Avenue. The inspections will include physical examination of the diversion structure components, including the chimney, walls, base and exterior of pipes, fittings, and valves. BC and / or their subcontractors will provide necessary air monitoring equipment, confined space attendant, fresh air supply, personnel access into and out of the structure using retrieval tripods and harnesses in accordance with OSHA requirements. BC anticipates that available access to each diversion structure will be verified by City personnel prior to the inspection to confirm that they are readily accessible and there will be no restrictions or obstructions that would delay the assessment inspection or impede BC from entering the diversion structures or performing the inspection. For the purpose of assessing the equipment condition, all operation of City-owned equipment will be performed by City personnel.

BC shall inspect the biofilter facility located near the intersection of Southern Avenue and Priest Drive. The inspection will include physical examination of the major facility components, including structures, mechanical equipment, and electrical/controls. BC anticipates that the biofilter will be readily accessible for the inspection and that City operations personnel will be available to assist by operating the biofilter to allow the complete inspection to be performed.

The biofilter assessment will not include measuring concentrations of odorous constituents (i.e. hydrogen sulfide and other reduced sulfur compounds) or differential pressure across the media bed. It also does not include measuring for wastewater characteristics such as total and dissolved sulfides, pH, and temperature.

For the purpose of this scope it is assumed that the complete inspection of each diversion structure and biofilter will be performed in one (1) visit to each location.

Task 305 Pipe Cleaning

Pipeline segments will not be cleaned prior to the closed-circuit television (CCTV) inspection. If a pipeline segment contains debris that significantly impedes the CCTV inspection equipment, that segment will be deleted from immediate inspection. Available video will be recorded for the pipeline segment and existing debris, etc., and the segment will be scheduled as a high priority for cleaning as part of this Phase 2 contract. Designated pipes will be cleaned under the Phase 2 contract allowance. The initial cleaning will be limited to a maximum of two passes for light debris removal. If the two passes are not sufficient for approximately 95 percent debris removal, then cleaning operations will be terminated and a heavy cleaning notification will be submitted to the City. If approved by the City, heavy cleaning will be performed under the contract allowance. If the cleaning is successful, then the City and BC will decide if the pipe should be inspected in this Phase 2 or deferred to future phases.



Task 306 Manhole Inspections

Each manhole shall be physically inspected using the PANORAMO optical manhole scanner. The information obtained will be evaluated and coded according to NASSCO-MACP (Manhole Assessment Certification Program) guidelines by NASSCO-MACP certified personnel. The City recognizes that not all information addressed by MACP is required. Manholes that are not found or are inaccessible will be identified and tabulated. BC will maintain a list of all unfound and/or inaccessible manholes, with the list also including manholes previously identified in Phase 1 and separately identified by the City. Manholes and pipes initially targeted for inspection that are not found or inaccessible will be replaced on the inspection list with other locations agreed upon by the City so that total manholes and pipes inspected and assessed under this contract will equal the total scope.

This scope is based on 1,000 total manholes.

Task 307 CCTV Video Inspection

BC will furnish equipment, materials, and labor required to CCTV inspect and document the condition of the project pipeline segments. The inspections shall be per NASSCO - Pipeline Assessment and Certification Program (PACP) guidelines by NASSCO-PACP certified technicians. The pipe will be inspected using the IBAK Panoramo camera. The CCTV inspections will be performed at various times and generally when the flow in the pipelines is at a minimum and/or when impact to the community can be minimized. Deliverables will include an .ipf file and the accompanying "360" viewer and inspection logs for each sewer line segment inspected.

In general, BC shall attempt to access sewers from manholes requiring minimal traffic control. Minimal traffic control shall be defined as a flashing arrowboard and cones. In the event that minimal traffic control is insufficient as defined by the governing entity, major or long-term traffic control is needed, BC shall notify the City. Major traffic control, if required and approved, will be paid for from the cleaning/traffic control allowance.

This scope is based on inspection of 75,000 total feet.

Task 308 Permits

BC will identify and assist with obtaining necessary approvals/permits from the City that apply to project work, including traffic control and allowable work hours. Permit fees, if applicable, will be paid by the City.

Task 309 Inspection Data Management

BC will review periodic inspection data deliverables for completeness and accuracy. BC will aggregate the various inspection datasets into a common data management environment and perform cross-checks between related datasets to identify conflicting information (e.g., pipe material differences between pipe and manhole inspections, network connectivity discrepancies between GIS and field data, discrepancies between surveyed manhole locations, GIS, and field photographs, etc.).

Inspection and assessment efforts by City CCTV crews and BC are to be combined into a single database that BC will manage. City inspection and assessment data will be developed and stored using Pipelogix software, and inspection reports and summary information created by the City will be compatible with BC formats so the data can be exported to the common database to be incorporated in GIS. (See Task 407 - Training) Summary inspection/assessment data will include: date of inspection, single digit overall structural and operational rating scores, and pipe criticality rating. City inspections and assessments will also be archived to the City server.

Phase 400 Review of Field Inspection Data

Task 401 CCTV Review

BC, using NASSCO-PACP certified reviewers, shall review and code pipeline CCTV inspections. Each inspection shall be reviewed to verify that adequate information has been collected. If inspection information does not meet the project requirements and standards, a re-inspection will be accomplished at no additional cost to the City. BC shall prepare defect logs during the CCTV review to identify and record the defects identified. Defect logs shall be included in the Assessment Database and as an appendix in the final report.



Task 402 Preliminary Pipeline Condition Assessment

NASSCO-PACP shall be used for condition assessments and used in developing the ratings. Based on the identified defects, the pipe condition shall be assessed using peak and/or total defects. Peak defects shall include the condition grade for the worst defect for the manhole to manhole reach. Total defects for a pipe will include a cumulative index of the condition grades of each defect observed in pipeline. BC shall develop overall structural and operational ratings for each sewer segment inspected based on the estimated life and potential for failure based solely on observations of the CCTV investigations. The condition assessment and ratings performed by the BC shall be used to identify the need for repair, rehabilitation, or replacement. The recommendations for repair, rehabilitation or replacement shall be prioritized by risk rating. The risk ratings shall account for the internal condition assessment, location, importance, and the consequence of failure.

If the condition of the pipeline(s) or manhole(s) mandates repair, rehabilitation, or replacement recommendations, asset groupings will be suggested to the City as part of the final report with the following information:

- Said projects shall be grouped based on criticality rating and location
- Preliminary cost estimates shall be developed for each R/R project grouping.

Task 403 Manhole Reviews

BC, using a NASSCO-MACP certified reviewer, shall review the video (and the manned entry inspection data, where applicable) for each manhole inspected. Each inspection shall be reviewed to verify that adequate information has been collected to evaluate the existing condition of the manhole. Along with required NASSCO fields, the manhole inverts, connecting manholes and clock position of the manhole frame and cover will be identified. NASSCO-MACP shall be used for condition assessments and used in developing the ratings. BC shall prepare defect logs during the data review to identify and record the defects identified. Defect logs shall be presented in a table format in the final report. This table shall summarize the findings of the field inspection and defect logs.

Task 404 Preliminary Manhole Condition Assessment

Based on the identified defects, manhole condition shall be assessed using peak and/or total defects as similarly described above for the pipelines.

Task 405 Preliminary Diversion Structure Assessments

BC, using a NASSCO-MACP certified reviewer, shall review the video and the manned entry inspection data for each diversion structure inspected. NASSCO-MACP shall be used for condition assessments and used in developing the condition ratings for the structures. In addition, the mechanical components of each diversion structure will be assessed based on visual inspection and operability. It is anticipated that the mechanical components being evaluated will be operated by City operations personnel should they require operation to accurately assess their condition. A condition rating for each structure will be developed from the collected data and based on NASSCO-MACP. In addition, the mechanical components for each diversion structure will be assessed based on visual inspection and, if necessary, operation by City personnel.

Task 406 Preliminary Bio-Filter Facility Assessment

BC will summarize the data collected in Task 304 and conduct a condition assessment of the biofilter facility. Based on the results of this assessment, BC will identify potential issues and provide planning level recommendations of the system to increase operational performance and structural integrity.

Task 407 NASSCO Certified Training

BC shall provide NASSCO certified group training, to include PACP, MACP, and LACP training. Three days are allocated for the training (three days required for full training of new students, and only two of the days required for PACP recertification training). An allowance of \$3,500 is included for direct expenses (\$330 each for new PACP trainees and \$250 each for PACP recertifications – includes new 7.1 manual and recertification fee to NASSCO). In addition to the NASSCO certified training, one additional day of group training will be provided to train City CCTV crew members in methods and procedures for developing single digit asset condition scores to be recorded in Pipelogix software for compatibility with City inspection and assessment program procedures as agreed upon in the Phase 2 Investigation Workshop (Task 202).

Phase 500 Phase 2 Program Summary and Reporting

Phase 2 summary and reporting will include data and information from both BC's efforts and City efforts (pipe inspections and assessments) during the Phase 2 duration, and past data from Phase 1. BC will periodically (approximately monthly) assist City personnel with downloading inspection data from the City CCTV truck to update and keep current the project database.

Task 501 Progress Reports

BC shall prepare and submit one electronic PDF copy of a report summarizing the results of the preliminary condition assessment, quantity of pipe inspected in feet, and number of manholes inspected, with cataloging of structural and operational defects identified and displayed on maps.

Task 502 CIP Development

BC will identify and prioritize immediate capital improvement R/R projects to address deficiencies in the collection system pipes, manholes, and structures. The immediate CIP projects will be prioritized based on the specific results of Phase 2 condition assessments (vulnerability), and on the criticality of each system component as developed in Phase 1.

Task 503 Report

BC shall prepare a draft report that summarizes major tasks, including information gathering/review, workshops, field investigations, pipeline and manhole assessments (including City inspections and assessments), diversion structure and biofilter facility assessments, alternatives for R/R, cost estimates, and recommended capital improvement projects. The draft report will be submitted for City review. A review meeting will be held to discuss comments with City personnel. Comments will be addressed in the report and a Final Report will be prepared. Five hard copies and one electronic PDF copy (bookmarked to the sections defined in the report) of the draft and final reports shall be delivered to the City.

The following will be included as part of the final project deliverables:

- Digital copy of the Assessment Database to include the Phase 2 pipe, manhole, and structure assessments.
- Digital copy of GIS additions/modifications for the sewer system that were developed as part of the investigation and assessment tasks.
- Digital and paper copies of the GIS-based assessment figures ("map books") which graphically display the results of the pipe and manhole assessments. The paper copy map book will be 200 scale on 15" x 15" paper (each map incorporating complete ¼ section) and the map book will cover the entire City collection system.
- Digital copy of the recommended Phase 2 CIP projects with associated assessments and cost estimates. The digital copy of recommended CIP projects (compilation of Phase 1 and Phase 2 included City identified rehab needs), with associated assessments and cost estimates, will also include a CD with the video files, inspection logs, assessment reports, etc. specific to the manholes and pipes identified for rehabilitation. The files will be labeled to be easily referenced from the table of proposed rehab projects.

Summary of Phase 2 Contract Deliverables

- Kickoff and progress meeting minutes
- Detailed project schedule with updates
- Phase 2 field investigation plan (with workshop to develop the plan)
- Video files and inspection reports
- Pre-inspection walk through field reports for every manhole
- Confined space inspection/assessment reports
- Running list of unfound/inaccessible manholes, including recommended steps to restore access (to be incorporated into rehab projects list)
- Key final maps/figures including: Phase 1 and 2 vulnerability for pipes and manholes, Proposed CIP Projects map, Program assessed manholes and pipes (an updated version at the end of the project that reflects actual manholes and pipes inspected/assessed, and Criticality map
- Video inspection and condition assessments for 75,000 lineal feet of pipe and 1,000 manholes
- Inspection and condition assessments for diversion structures and bio-filter facility
- Immediate capital improvement plan for high priority pipe and manhole R/R plan and, if applicable, for diversion structures and biofilter facility
- Draft and Final summary report and digital deliverables (as detailed in Task 503).



Compensation

Compensation shall be per Exhibit B:

- For Phases 100, 200, 300 (except Task 303, Subtask 302.2, and sub-consultant tasks), 400 (except direct expense allowance for Task 407), and 500, a lump sum amount of \$520,562 shall be billed on a percent complete by task basis.
- For sub-consultant tasks under Phase 300, for Subtask 302.2, for Task 303, and for direct expenses under Task 407, a not-to-exceed amount of \$269,138 shall be billed on a time and materials basis. Although items are estimated by task, BC may transfer funds between tasks as project developments require and as approved by the City.

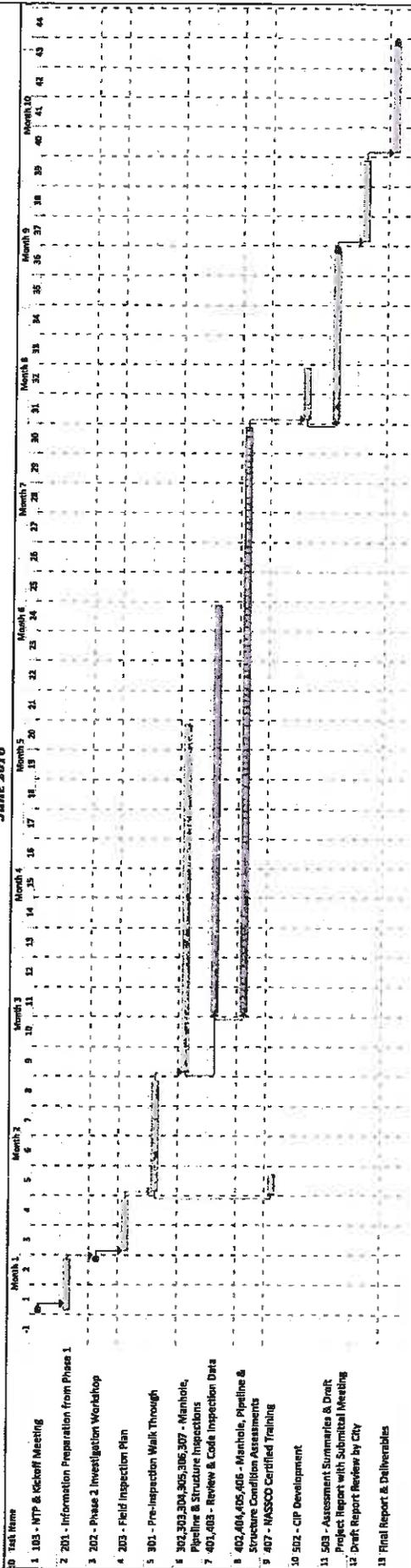
Schedule

The work will commence once City provides a written Notice to Proceed and will be completed within 10 months of that date. The schedule is attached as Exhibit C.

Final Summary - Tempel Sewerage Collection System Assessment Program - Phase 2										
Phase	Phase Description	Total BC	BC Unapp. Sum	BC Not to Exceed	Percent Complete to Date	Allowances Not to Exceed	Final Price Not to Exceed	Current Period Costs	Total Costs to Date	Total Budget
100	Project Management	82,160								82,160
101	Management	10,296	10,296	-	0	-	-	0	0	10,296
102	Monthly Reporting & Invoicing	8,056	8,056	-	0	-	-	0	0	8,056
103	Meetings-Kickoff, Progress, Misc	14,648	14,648	-	0	-	-	0	0	14,648
104	Quality Management Reviews	40,696	40,696	-	0	-	-	0	0	40,696
105	Coordination	4,232	4,232	-	0	-	-	0	0	4,232
106	Project Schedule	4,232	4,232	-	0	-	-	0	0	4,232
200	Pre-Inspection Planning	25,600								25,600
201	Phase 1 Information Preparation	7,244	7,244	-	0	-	-	0	0	7,244
202	Phase 2 Investigation Workshop	12,184	12,184	-	0	-	-	0	0	12,184
203	Field Inspection Plan	6,172	6,172	-	0	-	-	0	0	6,172
300	Physical Inspections	170,604								404,554
301	Pre-Inspection Walk Through	54,912	54,912	-	0	-	16,000	0	0	70,912
302	Inaccessible Manholes	14,160	14,160	-	0	75,000	-	0	0	89,160
303	Confined Space Manhole Inspections	31,688	31,688	31,688	-	-	9,000	0	0	40,688
304	Structure/Facility Inspections	13,192	13,192	-	0	-	1,200	0	0	14,392
305	Pipe Cleaning	4,120	4,120	-	0	-	25,000	0	0	29,120
306	Manhole Inspections	16,504	16,504	-	0	-	59,000	0	0	75,504
307	CCTV/Video Inspections	9,720	9,720	-	0	-	48,750	0	0	58,470
308	Permits	-	-	-	-	-	-	-	0	0
309	Inspection Data Management	26,308	26,308	-	0	-	-	0	0	26,308
400	Review of Inspection Data	214,038								217,538
401	CCTV Review	43,038	43,038	-	0	-	-	0	0	43,038
402	Preliminary Pipeline Assessments	40,512	40,512	-	0	-	-	0	0	40,512
403	Manhole Reviews	52,420	52,420	-	0	-	-	0	0	52,420
404	Preliminary Manhole Assessments	50,740	50,740	-	0	-	-	0	0	50,740
405	Preliminary Structure Assessments	8,856	8,856	-	0	-	-	0	0	8,856
406	Preliminary Bio-Filter Assessment	8,700	8,700	-	0	-	-	0	0	8,700
407	NASSCO Certified Training	9,772	9,772	-	0	3,500	-	0	0	13,272
500	Phase 2 Summary & Reporting	59,848								59,848
501	Progress Reports	5,724	5,724	-	0	-	-	0	0	5,724
502	CIP Development	23,982	23,982	-	0	-	-	0	0	23,982
503	Phase 2 Report	30,142	30,142	-	0	-	-	0	0	30,142
GRAND TOTAL		552,250	520,562	31,688		78,500	159,950	0	0	789,700



Exhibit C
Tempe Sewer Assessment Program - Phase 2
Estimated Project Schedule
June 2016



Brown and Caldwell

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 _____

**Sewage Collection System Assessment, Phase II
Project No. 3207101**

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 dependants 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.