CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

CONTRACT FOR PROFESSIONAL SERVICES
POST-DESIGN

This Contract is made and entered into on the 22nd day of September, 2016, by and between the City of Tempe, an Arizona municipal corporation ("City"), and **Dibble & Associates Consulting Engineers, Inc.** an Arizona corporation ("Consultant").

City engages Consultant to perform professional services for a project known and described as **Water Storage Tank Rehabilitation – Hayden Butte**, Project No. **3205851** ("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 post-design services, as described in Exhibit "A" attached.

1.2. Consultant has assigned Keith Faucet as the project manager for this Contract. Prior written approval by City is required in the event Consultant needs to change the project manager. Consultant shall submit the qualifications of the proposed substituted personnel to City for approval prior to any substitution or change.

1.3. Consultant shall follow and comply with the Arizona Utility Coordinating Committee's Public Improvement Project Guide and the City's Utility Permit and Construction Manual, latest revisions, as directed by City.

1.4. Consultant shall prepare plans and technical specifications per the requirements of the applicable chapters of the City's Engineering Design Criteria Manual, latest revision, and the Maricopa Association of Governments (MAG) Uniform Standard Details for Public Works Construction as amended by City. All plans shall be prepared on CADD as required by City. The final original plans shall be submitted on 3 ml double matte black line mylar and shall be 24" x 36" in size.

1.5. 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.

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

1.7. 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 sixty five (365) 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 $355,180.00, unless otherwise authorized by City. This fee includes an allowance of $2,500.00 for reimbursable expenses, which in no event will ever be more than actual cost.

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

Task Description	Method	Amount
Post-design Services	Hourly not to Exceed	$335,180.00
	Subtotal Task Amount:	**$335,180.00**
Allowances	**Method**	**Amount**
Additional Services	Not to Exceed	$17,500.00
Reimbursable Expenses	Not to Exceed	$2,500.00
	Subtotal Allowances Amount:	**$20,000.00**
	Total Compensation Not to Exceed:	**$355,180.00**

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 7500 North Dreamy Draw Drive, Suite 200, Phoenix, AZ 85014. 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 based upon the criteria outlined in 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. Boycott. Consultant certifies that it is not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

15.6. Specially Designated Nationals and Blocked Persons List. Consultant represents and warrants to City that neither Consultant nor any affiliate or representative of Consultant (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order No. 13224, 66 Fed.Reg. 49079 ("Order"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s); (iii) is engaged in activities prohibited in the Order; or (iv) has been convicted, pleaded *nolo contendre*, 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 15.5 in any and all subcontracts hereunder. Any violation of such provisions shall constitute a material breach of this Contract.

15.7. Effective Date. This Contract shall be in full force and effect only when 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.

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

15.9. Exhibits. All exhibits attached to this Contract are made a part of and are incorporated into, this Contract. If any inconsistencies exist between this Contract and any exhibit hereto, the terms of this Contract shall govern.

15.10. Force Majeure. Any prevention, delay or stoppage of this Project for a cause beyond the reasonable control of Consultant due to acts of God, acts of war or terrorism, fire or other casualty, shall, notwithstanding anything to the contrary contained herein, excuse the performance of Consultant, for a period equal to such prevention, delay or stoppage. For purposes of this Section 15.10, a cause shall not be deemed beyond a party's control if it is within the control of such party's agents, employees, assigns, contractors or subcontractors.

15.11. Entire Agreement. This Contract contains all of the agreements of the parties with respect to the Project and related matters, and no prior agreement, negotiations, postings, offerings, or understanding pertaining to any such matter shall be effective for any purpose unless expressly contained herein.

15.12. Consultant's Good Standing. Consultant hereby warrants and represents that it is an Arizona corporation, licensed to do business in the state of Arizona and currently in good standing, and that it is not now in violation of any agreement, instrument, contract, law, rule or regulation by which Consultant is bound.

15.13. Independent Contractor. Nothing contained in this Contract shall be deemed or construed by the parties hereto or otherwise, to create the relationship of principal and agent, partnership, joint venturer, employer and employee, or any association between City and Consultant. Consultant is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to Consultant hereunder or for any and all services or materials provided by or rendered to Consultant hereunder in connection with the work set forth in this Contract.

15.14. Severability. If any provision of this Contract shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and every other term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

15.15. Time is of the Essence. Time is of the essence in this Contract and each and every provision herein, except as may expressly be provided in writing by City.

15.16. No Waiver. No breach or default hereunder shall be deemed to have been waived City, except by a writing to that effect signed on behalf of City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after written notice thereof and demand by City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of City.

15.17. Survival. Any and all representations, obligations, indemnities, warranties, covenants, conditions and agreements contained in this Contract which are expressed as surviving the expiration or earlier termination of this Contract, or by their nature, are to be performed, observed or survive, in whole or in part, after the termination or expiration of this Contract term, shall survive the termination or expiration of this Contract.

15.18. Retention of Records. City, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Contract. Consultant will retain all books and records related to the services performed for a period of not less than the greater of any applicable federal law retention requirement or five (5) years following termination of this Contract.

15.19. Antitrust Violations. City and Consultant recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by City. Therefore, Consultant assigns to City any and all claims for such overcharges. Consultant in all subcontracts shall require all subcontractors to likewise assign all claims for overcharges to City.

15.20. Headings. The heading use in this Contract is for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

15.21. No Construction Against Drafting Party. Each party acknowledges that it has had an opportunity to review the Contract with counsel, and such documents shall not be construed against any party that is determined to have been the drafter of the documents.

15.22. Notices to Parties:

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

CITY:	CONSULTANT:
Marilyn DeRosa Interim City Engineer City of Tempe Public Works/Engineering Dept. P.O. Box 5002 Tempe, AZ 85280	_____ (Printed Name of Signatory) Dibble & Associates Consulting Engineers, Inc. 7500 N. Dreamy Draw Drive, Suite 200 Phoenix, AZ 85014

15.23. Non-Appropriation of Funds. If funds appropriated by the City Council or otherwise allocated to perform the work becomes unavailable for payment by City under this Contract, City may delay the work for a period up to six (6) months, after which date if no funds are legally available, City may terminate the Contract at City's sole option. In case of any such delay by City, Consultant may suspend performance of work or services as applicable. However, nothing herein shall be construed to allow termination of the Contract by Consultant for such delay.

15.24. GIS Data Disclaimer. THE CITY OF TEMPE DOES NOT WARRANT THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY, PERFORMANCE, OR CURRENCY OF THE GIS DATA PROVIDED UNDER THIS CONTRACT. AREAS DEPICTED BY GIS DATA ARE 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]

Water Storage Tank Rehabilitation – Hayden Butte
Project No. 3205851

DATED this _____ day of _____, 2016.

CITY OF TEMPE, ARIZONA

By: _____
Mayor

By: _____
Public Works Director

ATTEST:

_____
City Clerk

Recommended By:

GR
_____
Deputy PW Director/Interim 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
Dibble & Associates Consulting
Engineers, Inc.

_____
Signature

_____
Printed Name

_____
Title

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

EXHIBIT A

Dibble Engineering

7500 North Dreamy Draw Drive
Suite 200
Phoenix, Arizona 85020
phone 602.957.1155
fax 602.957.2838
www.dibblecorp.com

June 27, 2016

Mr. Erich Bonz, PE
City of Tempe
Public Works Department-Engineering Division
31 E. 5th Street
Tempe, AZ 85281

Re: Tempe Steel Reservoirs Rehabilitation
City Project 3205851; Dibble Project 1015020.01
Engineering Support/Construction Phase Services
Hayden Butte East & Hayden Butte West Reservoirs

Dear Mr. Bonz:

Dibble Engineering is herewith submitting our revised engineering support and construction phase services scope of work and fee proposal based on City comments and outcome of our meetings on May 9, 2016 and May 24, 2016 with the City and CMAR Contractor, PCL. Our initial scope and fee assumed a five month construction schedule and following said meetings, PCL is proposing an 11.5 month construction schedule. Also attached for your review is the worksheet for Staff Hours and Fee Proposal.

The Task Series 5 & 6 outlined below address engineering support and construction phase services to support the City's efficient and effective rehabilitation completion on both reservoirs, Hayden Butte East and Hayden Butte West.

Task Series 5 – Hayden Butte West Reservoir Dry Evaluation

The Hayden Butte West Reservoir has remained in service while Hayden Butte East Reservoir was drained, existing condition evaluated, and designed for rehabilitation. Hayden East and Hayden West share some considerations for complete design, however the smaller Hayden East reservoir was originally constructed with a roof truss system and single center column, while larger Hayden West roof structure utilizes rafters with cross-members and multiple columns. Hayden West has not benefited from expert evaluation while drained and dry, as Hayden East has, therefore Hayden West will be evaluated when drained, including examining structural members and connections, as well as ultrasonic measurement of floor plate thickness. Results of evaluation will be used to confirm assumptions made part of previous design or make design adjustments necessary to update recommendations for rehabilitation. Tasks to be provided by Dibble Engineering during evaluation include the following:

5.1 Structural Evaluation

Included is coordination with City, subconsultant (Revolution Industrial) holder of confined space entry permit, and subconsultant (Oliden Engineering) structural engineer for efficient entry and completion of steel reservoir

evaluation and documentation. Included in this interior structural evaluation is the ultrasound measurement and recording of existing thickness of steel floor plates.

5.2 Update Contract Documents

Based on the structural evaluation findings and recommendations we will prepare design modifications and revise contract documents for connection details and structural member types and sizes.

5.3 Coordinate Building Permit Updates

Dibble Engineering will coordinate with the City any necessary revisions to the City of Tempe Building Permit due to changes to the Contract Documents resulting from the structural evaluation.

5.4 Design Meetings

Up to four meetings including onsite field visits and City coordination are estimated during evaluation and design.

Task Series 6 – Construction Phase Services, Hayden Butte East & Hayden Butte West

Hayden Butte East Reservoir is, and will remain, dry and out of service until rehabilitation is completed. When Hayden East rehabilitation is completed, it will be filled and placed back into operation, followed by draining of Hayden West for its evaluation and rehabilitation. The Contractor will be responsible for removing and replacing the entire roof of Hayden East and selected roof rafters and connections of Hayden West. Both East and West will require the Contractor to remove and replace yard piping, remove and replace steel coatings, and install new hydraulic and electrical appurtenances. Dibble Engineering will provide professional services during construction of Hayden East and Hayden West rehabilitation. Included will be periodic observations of the site to communicate opinion of progress. Periodic observations will be supplemented by regular and complete Contractor submittals that document proper materials and workmanship. Upon completion and approval of the Hayden East project, the City will direct the CMAR Contractor to proceed on rehabilitation of Hayden West Reservoir. Intent of this Task Series is to achieve approval of construction per requirements of Maricopa County Environmental Services Department (MCESD), City of Tempe Building Safety, and the Engineer of Record. Construction Phase Service tasks provided by Dibble Engineering include the following:

6.1 CMAR Contractor Coordination

City has selected PCL as the CMAR Contractor for both reservoir rehabilitations. Dibble will assist in coordination and negotiation of Guaranteed Maximum Price (GMP). We will review and evaluate the GMP and provide comments to the City. We will be available for meetings (assume 4) and to provide technical analysis and clarification of any proposed design modifications included in the GMP proposal.

6.2 Field Observation & Reporting

Periodic site visits will be made in order to acknowledge progress of construction, observe conformance with the contract documents, evaluate work completed and in progress, and report construction status that supports or impacts potential future certification of proper completion. Included are up to three weekly site visits during an assumed construction duration of 11.5 months. Following site observation visits a summary of findings will be prepared. Observed deficiency in construction, causes for concern as to lack of material/workmanship documentation, as well as positive progress, will be summarized. Summary reports will be provided to the City for City directives to CMAR Contractor. One of the weekly site visits will be performed in conjunction with attendance to up to fifty (50) weekly project construction meetings during the course of construction, as needed or required by the City to provide onsite engineering support and construction phase services.

6.3 Subconsultant Coordination

Dibble will provide overall project management and coordination of subconsultants. The electrical subconsultant (DARcor) will be alerted to project scheduling to facilitate site visits and processing reports and recommendations, as well as incorporating final approval of electrical component construction into the certification of proper completion. The structural subconsultant (Oliden Engineering) will be alerted to project scheduling to facilitate site visits and processing reports and recommendations, as well as incorporating final approval of structural component construction into the certification of proper completion.

6.4 Contractor RFIs & Submittals

Included is review of Contractor proposed amendments, responding to up to twenty (20) Contractor requests for information (RFIs), providing supplemental information drawings and/or sketches for clarifications to the contract documents throughout the course of construction, and assisting the City in their response to stakeholder inquiries. Dibble will review and respond to engineering-related material shop drawings/submittals from the Contractor in a timely manner. Approximately sixty-five (65) submittals are anticipated for both steel tank reservoirs, with half anticipated to require resubmittal and second review. No submittals are assumed to require a third review. Dibble will also review and process general project submittals (e.g. Contractor's schedule, Safety Plans, Contractor Pay Applications, etc.). Dibble will review Contractor quality control testing data.

6.5 As-Built Record Drawings

The Contractor is expected to disclose prior to installation, and keep record of, all deviations from approved contract documents, then make proposed and executed changes information and redlined plans available to both City and Dibble Engineering. When complete information is received from Contractor, Record Drawings will be prepared and issued.

6.6 Permit Closeout

Site observations, satisfactory testing results, and installed material certifications will be compared to approved contract documents. Dibble will attend the substantial completion walk-through meeting, and assist in the preparation of punch list items to be completed by the Contractor prior to final completion. Attend the final walk-through meeting after punch list items have been completed by the Contractor for the project (within 30

days of substantial completion). When contract documents have been satisfied, including completion of as-built drawings, Dibble will issue the MCESD Engineer's Certificate of Completion and submit to MCESD for Approval of Construction (AOC).

Subconsultants & Direct Expenses

Subconsultants for the evaluation of Hayden West will include specialty structural and coating subconsultants. Construction observation and documentation of Hayden East and West reservoir improvements will include structural engineering and electrical engineering subconsultants. Fees are tabulated as follows:

Electrical Engineering (DARcor & Associates) ..... $ 16,060
Structural Engineering (Oliden Engineering) ..... $ 42,820
Ultrasonic Plate Measurement/Confined Space Permit (Revolution Industrial) ..... $ 9,200
Direct Expenses (Dibble Engineering) ..... $ 2,500

Allowances

The above tasks scope of work and fees are intended to serve the engineering support and construction phase services through rehabilitation of Hayden East and Hayden West reservoirs. Should unforeseen circumstances arise, of which the City desires further engineering support, allowance items are budgeted as follows:

Excavation Spoil Placement Grading Design ..... $ 7,500
Additional Services, as directed by City $10,000

Assumptions & Understanding

1. Hayden East and Hayden West will be constructed by CMAR Contractor PCL under an 11.5 month construction schedule. The City will manage construction contracts and CMAR Contractor.
2. Laboratory and field testing of materials, workmanship, and composition are excluded from this scope of work. Contractor will be responsible to the City for soliciting and providing all testing not provided by the City, necessary to demonstrate that intent of project plans and specifications have been satisfied. City will manage chain-of-custody requirements of those test results throughout construction and operation. City provided testing includes weld testing and inspection, materials density testing, pressure testing and disinfection testing. Dibble will review test results.
3. Third party coating inspections are excluded from this scope and are the responsibility of the Contractor. Dibble will review third party coating inspection results.
4. Stakeholder inquiries, including those associated with SRPMIC, HPC, and general public, are understood to be directed to the City's Project Manager. Dibble will assist the City Project Manager in addressing those inquiries pertaining to technical civil engineering.

Dibble Engineering

5. Land surveys are excluded from this scope of work, such as construction staking and surveyed as-built condition verification. It is assumed that the Contractor will provide staking and verifications, and make that data available for our review, as necessary.
6. It is understood that existing excavated butte escarpment northerly from reservoirs is recommended as receiving new rockfall protection measures. Recommendations provided for this element of site rehabilitation may not be applicable to construction phase activities. The Contractor is responsible for providing a safe working environment, including a temporary rockfall protection system.
7. Limited Construction Administration/Management is included as outlined in this scope of work. Intent of periodic onsite observations are to help assure that engineer's certification of proper completion can be provided at end of project, not to manage Contractor's methods and means of activities.
8. The number, frequency, time, and associated fee for observation, meetings, and progress reporting is an estimate. It is understood that actual needed resources depend on the quality, completeness, and efficiency of the contractors and their constructed product. We will monitor our resources and notify the City Project Manager upon reaching 90% of estimated hours.

We appreciate the opportunity to continue our professional relationship with the City of Tempe, and provide a valuable extension of your service to the public as you deliver safe and reliable water.

Sincerely,

Dibble Engineering

Keith Faucett, PE
Project Manager

Steven E. Rex, PE
Principal

Dibble Engineering Staff Hours and Fee By Task

Task No.	Task	Project Manager	Project Engineer	Assistant Engineer	CAD Technician	Principal Engineer (QA/QC)	Survey Manager	Survey Crew	Admin	Total Task Hours	Total Task Fee
	Contract Billing Rate	$165	$145	$115	$95	$185	$160	$155	$60		
5.0	**Hayden West Reservoir Dry Evaluation**										
5.1	Structural Evaluation	4	12	8		2				26	$ 3,690
5.2	Update Contract Documents	4	16	32	48	2				102	$ 11,590
5.3	Coordinate Building Permit Updates	2	4							6	$ 910
5.4	Design Meetings (4)	12	16			4			4	36	$ 5,280
	Subconsultants										
	Structural Engineering (Oliden Engineering)										$ 18,375
	Reservoir Inspection (Revolution Industrial)										$ 9,200
	Subtotal Evaluation										**$ 49,045**
6.0	**Construction Phase Services**										
6.1	CMAR Contractor Coordination	24	32	8		16				80	$ 12,480
6.2	Field Observation & Reporting/Meetings	120	240	500		40			80	980	$ 124,300
6.3	Subconsultant Coordination	16	40							56	$ 8,440
6.4	Contractor RFIs & Submittals	16	240	200	40	24			40	560	$ 71,080
6.5	As-Built Record Drawings	12	40	80	80	6				218	$ 25,690
6.6	Permit Closeout	8	16							24	$ 3,640
	Subconsultants										
	Electrical Engineering (DARcor & Assoc)										$ 16,060
	Structural Engineering (Oliden Engineering)										$ 24,445
	Subtotal Construction Phase Services										**$ 286,135**
	TOTAL	**218**	**656**	**828**	**168**	**94**			**124**	**2,088**	**$ 335,180**

Allowances	Unit	Cost/Unit	No. of Units	Total
Excavation Spoil Placement Grading Design	ALLOW	$ 7,500	1	$ 7,500
Additional Services As Directed	ALLOW	$ 10,000	1	$ 10,000
Subtotal, Allowances				**$ 17,500**

Direct Expenses	Unit	Cost/Unit	No. of Units	Total
Document Reproduction	Cost	$ 2,500	1	$ 2,500
Subtotal, Direct Expenses				**$ 2,500**

Fee Summary	Fee
Dibble Engineering Fee	$ 267,100
Subconsultants	$ 68,080
Allowances	$ 17,500
Direct Expenses	$ 2,500
TOTAL FEE	**$ 355,180**

Revolution INDUSTRIAL

Revolution Industrial
6793 W. Willis Rd. Box 5052
Chandler, AZ 85226
(480) 993-6699

Proposal # 15-586

6-22-16

Revolution Industrial is pleased to present our proposal for the Hayden West steel water reservoir project.

This scope of work includes:

- Ultrasonic testing of tank floor in a grid of (2) foot squares
- Ultrasonic testing of each shell ring in (4) areas to include North, South, East & West
- Provide scaffolding and confined space entry for all parties
- Compile a report on ultrasonic test findings and provide recommendation on coating system.

Our price for this scope of work is as follows:

1. T&M not to exceed price of - $ 9,200.00

a. Taxes are included

- 105 man hours @ 70.00 HR
- 2 days ultrasonic equipment @ $500/day
- 2 days truck @ $125/day
- 8.1% Tax on labor @ $595.35

Clarifications:

- All work to be performed according to OSHA/MSHA and site-specific safety regulations.
- Quote valid for 30 days from date on proposal.

Exclusions:

- Any other item not specifically listed above
- Bonds and permits
- Professional Engineering services and/or stamps
- Electrical/ Utilities
- Delays in work caused by other trades
- Liquidated damage clauses
- Removal or disposal of hazardous materials or chemicals.

This proposal is the sole property of Revolution Industrial. The contents herein are strictly confidential and are supplied on the understanding that they will be held confidentially and not disclosed to third parties without the prior written consent of Revolution Industrial. (© 2015)

June 15, 2016

DARCOR

Dibble Engineers
7500 N. Dreamy Draw Drive
Suite 200
Phoenix, AZ 85020

Attn: Mr. Kieth Faucett, P.E.

RE: Hayden East & West Tanks Post Design Services
Tempe, Arizona

Dear Kieth:

The following is our labor hour and fee breakdown to provide electrical engineering services during bidding and construction for the above referenced projects. These hours are estimated based on our experience with construction services on similar projects in the past. Billings will be hourly, not-to-exceed the total indicated below.

Please understand that this is merely an estimate. As you know, manhours for construction services are contractor/vendor driven in many cases. In other words, a good contractor with good vendors that doesn't cut corners, makes good submittals, submits on make and mfr as specified, doesn't create numerous RFI's, etc usually result in us not spending the entire budget. On the other hand, poor contractor/vendors can cause us to exceed our budget by as much as 50%.

TASK DESCRIPTION		HOURS
2.1	Coordination during construction	6
2.2	Meetings(4)	12
2.3	Submittal/shop drawing reviews	12
2.4	Respond to contractor RFI's	8
2.5	Prepare field orders	6
2.6	Review contractor change orders	4
2.7	Underground site observations (four assumed)	8
2.8	Site observation reports	4
2.9	*Factory acceptance test preparation*	*0*
2.10	*Factory acceptance test with panel shop*	*0*
2.11	*Witness ground test*	*0*
2.12	*Witness generator load bank test*	*0*
2.13	Substantial completion walk-thru/startups (2)	12
2.14	Prepare punchlists and list of close-out req'ts	6
2.15	*Start-up/verify/test signals to PLC (loop testing)*	*0*
2.16	Site visits to observe punchlist items and prepare final reports (2)	8
2.17	Review O&M Manuals	8
2.18	Prepare record drawings	24
2.19	Miscellaneous tasks	4
	TOTAL =	122

7600 N. 16th STREET, SUITE 212 • PHOENIX, AZ • 85020
Phone: (602) 795-2699 • www.darcorinc.com

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Estimated manhour cost based on hours described above =	$15,860.00
Estimated reimbursable costs (vehicle mileage, meals, etc) =	200.00
Total estimated fee for construction services as described above =	**$16,060.00**

Notes:

1. You will be invoiced on a time and expense basis. DARcor hourly rates for 2016 are as follows and will be used throughout this project assuming construction will be completed within one year from the date of this proposal.

Project Manager	= $160/hour	Project Engineer	= $130/hour
Sr. Designer/EIT	= $115/hour	Designer	= $100/hour
CAD Drafter	= $70/hour	Clerical/Admin	= $60/hour

   Vehicle mileage will be billed per IRS Standard Mileage Rates from portal to portal.

2. Proposal includes coordination with Dibble, City, contractor, contractor's vendors and equipment suppliers.
3. Proposal assumes four (4) meetings (pre-construction and three during construction). Proposal includes a maximum of eight (8) site visits. Additional meetings, site visits or other work requested by you, which is not indicated above, will be billed hourly plus expenses over and above the contract limit indicated above.
4. Proposal assumes a maximum of two (2) submittal reviews for each piece of equipment. Additional reviews will be considered "extra work" and will billed at our standard hourly rates if the original contract amount is exceeded.
5. Proposal includes one substantial completion walk-thru for each project (tow total) to observe construction when the contractor thinks they are substantially complete. Startup and testing of each MOV will be performed during this site visit. Therefore, the contractor must have already tested the operation of each MOV and have calibrated and tested all field instruments.
6. Once each substantial completion walk-thru/startup is completed, we will prepare a final punchlist for the contractor. Once the contractor has completed the punchlist items, we will make one final walk-thru to observe final construction and verify all punchlist work has been completed satisfactorily.
7. Preparation of Record Drawings requires us to visit the site to observe all underground conduits before they are backfilled.
8. Proposal includes reviewing the contractor assembled O&M manuals. Proposal does not include preparing an engineer's O&M manual.
9. Progress billing payments will be due within 30 days of the billing date.

Please do not hesitate to call if you have any questions.

Sincerely,

Darwin Reynolds, P.E.
President

7600 N. 16th STREET, SUITE 212 • PHOENIX, AZ • 85020
Phone: (602) 795-2699 • www.darcorinc.com

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OLIDEN Engineering
3144 E Wildwood Dr
Phoenix, Arizona 85048
Phone 602-421-2025

City of Tempe Steel Tanks Rehabilitation Plan
Additional Services Hayden East & West Post-Design
Dibble & Associates Consulting Engineers, Inc. (Prime)
OLIDEN Engineering (Subconsultant)

12/22/2015

SCOPE OF WORK

GENERAL

This scope is a continuation to the existing agreement between Dibble Engineering and the City of Tempe. The scope below outlines additional services necessary from OLIDEN Engineering to continue the rehabilitation and completion on both the reservoirs of Hayden East & West (Hayden Buttes).

The two Hayden Butte reservoirs are considered to be two individual projects and will be completed separately. The Hayden East reservoir design is upon the 100% complete milestone and is earning approvals and permits. The Hayden West reservoir design has passed the 60% design, and will now be advanced so that both Hayden reservoirs are permitted and ready for bidding together.

We will be following similar format as the Prime has stated and we are showing a scope to perform the structural components needed for Task Series 5 and Task Series 6 as described by Prime.

It is the intent of the scope of work for OLIDEN Engineering (Subconsultant) to provide assistance with the tasks described below:

1. TASK SERIES 5 – Reservoir Dry Evaluation, Hayden West
2. TASK SERIES 6 – Post-Design Services, Hayden East & West

The estimate is based on time and materials not to exceed. In case additional engineering design, analysis, reviews, meetings or tasks are added, estimate would have to be amended.

OLIDEN Engineering
a DBE certified Company
3144 E Wildwood Dr
Phoenix, Arizona 85048
Phone 602-421-2025

City of Tempe Steel Tanks Rehabilitation Plan
Additional Services Hayden East & West Post-Design
Dibble & Associates Consulting Engineers, Inc. (Prime)
OLIDEN Engineering (Subconsultant)

12/22/2015

ITEM 1. CONTRACT MANAGEMENT / PROJECT MANAGEMENT

- Administer contract documentation
- Process invoices
  (Total 10 hrs.)

ITEM 2. STRUCTURE DESIGN:

To finalize the structural components of the Tempe Butte Reservoirs, we are showing a scope to perform the structural components needed for Task Series 5 and Task Series 6 as described by Prime.

TASK SERIES 5 – Reservoir Dry Evaluation, Hayden West

This reservoir was advanced to 60% design and now it required to advance it to 100%. The Hayden West Reservoir has remained in service while Hayden East Reservoir was drained, existing condition evaluated, and designed for rehabilitation. Hayden East and Hayden West share some considerations for complete design, however the smaller Hayden East reservoir was originally constructed with a roof truss system and single center column, while larger Hayden West roof structure utilizes rafters with cross-members and it is expected to have multiple columns. Hayden West has not benefited from expert evaluation while drained and dry, as Hayden East has, therefore Hayden West will be evaluated when drained, including examining structural members and connections, as well as ultrasonic measurement of floor plate thickness. Results of evaluation will be used to confirm assumptions made part of previous design or make design adjustments necessary to update recommendations for rehabilitation.

Structural Components for this task are:

5.1 Structural Evaluation

Included is communications with City, subconsultant holder of confined space entry permit, and subconsultant structural engineer for efficient entry and completion of steel evaluation and documentation.

5.2 Floor Plates Reinforcement Design Consultation

Included is communications with Dibble, review of their Design and providing recommendations/detailing.

5.3 Adjust Final Design Documents based on updated information.

Included is design modification to up to five connection details and three structural member sizes. Included also is up to 30 total connection locations and 60 total member locations needing modification.

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3144 E Wildwood Dr
Phoenix, Arizona 85048
Phone 602-421-2025

5.4 Adjust Opinion of Probable Construction Cost based on adjusted design.

Coordination with prime of data gathered during above Tasks 5.1 and 5.2 evaluations.

5.5 Coordination and Confirmation of Building Permit Compliance based on adjusted design.

N/A – Prime provides this service.

5.6 Participation at Meetings located Onsite and at City Offices during evaluations and designs.

Included is up to four meetings.

TASK SERIES 6 – Post-Design Services, Hayden East & West
Hayden East Reservoir will remain dry and out of service until rehabilitation is completed. The contractor will be responsible for removing and replacing the entire roof. Hayden West Reservoir Rehabilitation will commence when Hayden East is again back in operation. The contractor will be responsible for removing and replacing selected roof members and connections. Included will be interim observations of the site for progress. Interim observations are intended to be supplemented by regular and complete contractor submittals to document proper materials and workmanship. Upon completion and approval of the Hayden East project, the City will issue to the same contractor, notice to proceed on rehabilitation of the Hayden West Reservoir. Intent of this Task Series is to achieve approval of construction per requirements of Maricopa County Environmental Services, City of Tempe Building Safety, and the Engineer of Record.

Post-Design Service Structural Components for this task are:

6.1 Support to City during Contractor Bidding.

Included is participation during City organized pre-bid meeting, where we will be available to interpret design and highlight key engineering expectation of Contractor during construction.

6.2 Field Observation of Civil & Site Improvements.

N/A – Prime provides this service.

6.3 Observation Coordination of Electrical Improvements.

N/A – Prime provides this service.

6.4 Observation Coordination of Structural Improvements.

The structural subconsultant will be alerted to project scheduling to facilitate site visits and processing reports and recommendations, as well as incorporating final approval of structural component construction into the certification of proper completion. During the construction of the reservoirs we estimate 20 visits during the 5-month project duaration.

6.5 Reporting to Prime observed Progress and Recommendations.

Following site observation, a summary of findings will be prepared. Observed deficiency in construction, causes for concern as to lack of material/workmanship documentation, as well as positive progress, will be summarized and provided to Prime.

6.6 Processing of Requests from Contractor and Stakeholders.

N/A – Prime provides this service.

6.7 Certification of Proper Construction Completion, Hayden East.

Site observations, satisfactory testing results, and installed material certifications will be compared to approved project specifications. When specifications have been satisfied, certification of proper construction completion will be issued. Included is review of Contractor proposed change orders and responding to Contractor requests for information. Shop drawing submittals and RFI's from the Contractor will also be reviewed. They are expected to be on items like: New roof, rafters, column, dollar plate, base plates, gusset plates, floor reinforcing plates, roof vents, interior and exterior ladder, pipe penetration details, electrical standoffs, roof hatch. For these items, submittals are anticipated, with half anticipated to require resubmittal and second review. No submittals are assumed to require a third review.

6.8 Prepare As-Built Record Drawings, Hayden East.

The Contractor is expected to disclose prior to installation, and keep record of, all deviations from approved project specifications, then make proposed and executed changes information available to both City and Dibble Engineering. When complete information is received from Contractor, and above Task 6.7 construction progress

documentation is received, Record Drawings will be prepared and issued and provided with above Task 6.7 Certification of Proper Construction Completion

6.9 Certification of Proper Construction Completion, Hayden West.

Site observations, satisfactory testing results, and installed material certifications will be compared to approved project specifications. When specifications have been satisfied, certification of proper construction completion will be issued. Included is review of Contractor proposed change orders and responding to Contractor requests for information. Shop drawing submittals and RFI's from the Contractor will also be reviewed. They are expected to be on items like: New rafters, base plates, gusset plates, floor reinforcing plates, interior and exterior ladder, pipe penetration details, electrical standoffs, roof hatch. For these items, submittals are anticipated, with half anticipated to require resubmittal and second review. No submittals are assumed to require a third review.

6.10 Prepare As-Built Record Drawings, Hayden West

The Contractor is expected to disclose prior to installation, and keep record of, all deviations from approved project specifications, then make proposed and executed changes information available to both City and Dibble Engineering. When complete information is received from Contractor, and above Task 6.9 construction progress documentation is received, Record Drawings will be prepared and issued and provided with above Task 6.9 Certification of Proper Construction Completion.

6.11 Participation at Meetings located Onsite and at City Offices during bidding & construction.

Included is up to six meetings during an assumed construction duration of 5-months.

Structural calculations signed and sealed will be provided for the structural components designed. Submittals will be made to Dibble electronically as PDF files.

The Prime shall be responsible for all paper reproductions and geometrics of the structural components and is responsible for producing all permits required.

COMPENSATION
The total cost plus not to exceed compensation for OLIDEN Engineering for the given scope of work will be of $42,820.

OLIDEN Engineering
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3144 E Wildwood Dr
Phoenix, Arizona 85048
Phone 602-421-2025

City of Tempe Steel Tanks Rehabilitation Plan
Additional Services Hayden East & West Post-Design
Dibble & Associates Consulting Engineers, Inc. (Prime)
OLIDEN Engineering (Subconsultant)
Structural Design

Date: 12/22/2015

Approximate Estimate of Engineer hours for Design

Tasks forStructural Components ITEM	ITEM	Structural Project Manager (Hrs)	Structural Project Engineer (Hrs)	Structural Engineer (Hrs)	Structural CADD Technician (Hrs)
1	Contract Management / Project Management	10			
2	Structure Design				
	TASK SERIES 5 – Reservoir Dry Evaluation, Hayden West				
	5.1 Structural Evaluation	2	8	4	12
	5.2 Floor Plates reinforcement Design Consultation		6	4	8
	5.3 Adjust Final Design Documents based on updated information.	4	16	32	30
	5.4 Adjust Opinion of Probable Construction Cost based on adjusted design.	2	4	4	8
	5.5 Coordination and Confirmation of Building Permit Compliance based on adjusted design.	-	-	-	-
	5.6 Participation at Meetings located Onsite and at City Offices during evaluations and designs.	2	20		6
	TASK SERIES 6 – Post-Design Services, Hayden East & West				
	6.1 Support to City during Contractor Bidding.		8	8	6
	6.2 Field Observation of Civil & Site Improvements.	-	-	-	-
	6.3 Observation Coordination of Electrical Improvements.	-	-	-	-
	6.4 Observation Coordination of Structural Improvements.	2	6	20	6
	6.5 Reporting to Prime observed Progress and Recommendations.		4		
	6.6 Processing of Requests from Contractor and Stakeholders.	-	-	-	-
	6.7 Certification of Proper Construction Completion, Hayden East.	3	10	56	16
	6.8 Prepare As-Built Record Drawings, Hayden East.		4		2
	6.9 Certification of Proper Construction Completion, Hayden West.	3	6	36	10
	6.10 Prepare As-Built Record Drawings, Hayden West	2			
	6.11 Participation at Meetings located Onsite and at City Offices during bidding & construction.		18		2
TOTAL		**30**	**110**	**164**	**106**
	LABOR			Person-Hours	
	Hourly Rate	**$66.00**	**$56.00**	**$38.00**	**$26.00**
		Loaded Rate	**Loaded Rate**	**Loaded Rate**	**Loaded Rate**
		$165.00	**$140.00**	**$95.00**	**$65.00**
			Direct Labor		**Direct Labor**
	TOTAL Design Services	**$4,950**	**$15,400**	**$15,580**	**$6,890**
	GRAND TOTAL			**$42,820**	

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.

Tempe

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

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

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached

OR

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

_____ Date: _____
Signature

_____ _____
Print Name Title

_____
Company

CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS

AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT
REGARDING
HEALTH INSURANCE

_____, Arizona

Date_____

Water Storage Tank Rehabilitation – Hayden Butte
Project No. 3205851

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)

SUBCRIBED 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.