

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into on the 8th day of December, 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 **Sanitary Sewer Collection System Rehabilitation Phase I – Western Canal**, Project No. **3207101A** (“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 design services, as described in Exhibit “A” attached.
- 1.2. Consultant has assigned Joe Graham 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 prepare and submit a detailed opinion of probable cost of the Project.
- 1.4. 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.
- 1.5. 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.
- 1.6. Consultant shall obtain all necessary permits and licenses required for the performance of its work. Failure of Consultant to obtain said permits prior to the commencement of its work shall constitute a breach of this Contract.

- 1.7. Consultant shall perform the work in a manner and at times which do not impede or delay City's operations and/or functions.
- 1.8. Consultant shall be solely responsible for any repair, replacement, remediation and/or clean-up of any damage done by Consultant including any impairment of access to City or other lawful invitees, by such work performed on this Project.

2. TERM OF CONTRACT

Consultant shall complete all services within one hundred twenty (120) 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 \$100,980.00, 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>
Design Services	Hourly not to Exceed	\$96,440.00
	Subtotal Task Amount:	\$96,440.00
<u>Allowances</u>	<u>Method</u>	<u>Amount</u>
Sub-consultant Services	Not to Exceed	\$1,540.00
Additional Services	Not to Exceed	\$3,000.00
	Subtotal Allowances Amount:	\$4,540.00
	Total Compensation	
	Not to Exceed:	\$100,980.00

- 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, Arizona 85020. Termination shall be effective upon fourteen (14) days of delivery of notice to Consultant. In addition, this Contract may be terminated pursuant to A.R.S. § 38-511.
- 5.2. Upon the occurrence of Consultant's default, non-performance or breach of the Contract, City may recover any and all damages permitted by law or in equity against Consultant, in addition to termination of the Contract, including but not limited to compensatory damages, together with all costs and expenses as set forth in Section 12 herein.
- 5.3. In the event of Consultant's default, non-performance or breach, City agrees to, before exercising any right or remedy available to it, give Consultant written notice of the default, non-performance or breach. For the thirty (30) days following such notice, Consultant shall have the right to cure such default, non-performance or breach.
- 5.4. If Consultant fails to cure, immediately after receiving notice of termination from City, Consultant shall discontinue performance under this Contract and proceed to close said operations under this Contract. Consultant shall submit a detailed breakdown of completed work to City for evaluation. City shall have the right to inspect Consultant's work to analyze the services completed. Payment to Consultant shall be determined by City upon approval or disapproval of the services completed as of the date of delivery of notice of termination, and pursuant to Section 5.9.
- 5.5. Within ten (10) days of receipt of notice of termination as set forth herein, Consultant shall deliver to City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by Consultant under the Contract, entirely or partially completed, together with all unused materials supplied by City.
- 5.6. In the event of such termination or abandonment, Consultant shall be paid only for those services performed in a good and workmanlike manner, in accordance with all plans, specifications and governmental requirements completed prior to receipt of said notice of termination, subject to approval by City. To the extent permitted by this Contract, such payment may include reimbursable expenses then incurred by Consultant, in City's sole discretion.

- 5.7. If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by Consultant as determined and approved by City based upon the scope of work set forth in Exhibit "A." However, in no event shall the fee exceed that set forth in Section 3 of this Contract.
- 5.8. City shall make a determination as to approval or denial of any requested final payment within sixty (60) days after Consultant has delivered the last of the completed items and the final appraisal has been submitted to City.
- 5.9. The parties agree that in the event of any damages suffered by City as a result of 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 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 15.5 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:

Marilyn DeRosa
Interim City Engineer
City of Tempe
Public Works/Engineering Dept.
P.O. Box 5002
Tempe, AZ 85280

CONSULTANT:

(Printed Name of Signatory)
Dibble & Associates Consulting
Engineers, Inc.
7500 North Dreamy Draw Drive
Suite 200
Phoenix, AZ 85020

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

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

**Sanitary Sewer Collection System Rehabilitation Phase I – Western Canal
Project No. 3207101A**

DATED this _____ day of _____, 2016.

CITY OF TEMPE, ARIZONA

By: _____
Mark W. Mitchell, Mayor

By: _____
Public Works Director

ATTEST:

Recommended By:

Brigitta M. Kuiper, City Clerk

MD

Deputy PW Director/Interim City Engineer

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney

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

CONSULTANT
Dibble & Associates Consulting Engineers,
Inc.

Signature

Printed Name

Title

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



Exhibit A

Project Number: 3207101A

**City of Tempe
Sanitary Sewer Collection System
Rehabilitation-2016**

**Work Area 1 – Western Canal Manhole Rehabilitation
(Design and CA&I Phase Services)**



EB

TASK SERIES SUMMARY

DESIGN SERVICES

SECTION 100 - Project Management Services during Design

- Task 101 - Project Management
- Task 102 - Invoices
- Task 103 - Monitor Progress and Prepare Status Reports
- Task 104 - Conduct Meetings
- Task 106 - Manage Sub-Consultants
- Task 107 - Quality Assurance / Quality Control

SECTION 120 - Preliminary Design Services

- Task 121 - Data Research and Collection
- Task 122 - Evaluate Existing Manhole Insert
- Task 128 - Prepare Preliminary Technical Memorandum
- Task 129 - Final Technical Memorandum

SECTION 130 – Survey Services

- Task 133 - Base Map Development
- Task 134 - Utility Coordination

SECTION 140 - Permitting

- Task 144 – ADOT Encroachment Permit

SECTION 150 - Construction Documents

- Task 151 - Sixty Percent (60%) Progress Submittal
- Task 152 - Ninety Percent (90%) Progress Submittal
- Task 153 - Design Complete (100% Percent) Permit Submittal
- Task 154 - Final Submittal
- Task 155 - Technical Specifications
- Task 156 - Opinion of Probable Construction Cost

SECTION 160 - CMAR Cost Assistance

- Task 161 - Response to CMAR Questions during GMP Preparation
- Task 162 - Attend CMAR Conference and Site Tour
- Task 163 - Process Application for "Pre-Approved Equal"
- Task 164 - Review CMAR Cost Proposal
- Task 166 - Prepare Conformed Documents

CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

SECTION 200 - Engineering Services during Construction

- Task 210 - Representation on Behalf of the City
- Task 220 - Administer the Construction Schedule

- Task 230 - Review Contractor's Submittals and Test Results
- Task 240 - Issue Interpretations and Clarifications
- Task 250 - Certify Contractor Progress Payments
- Task 260 - Substantial and Final Completion Inspection

SECTION 300 - Engineering Services during Construction

- Task 320 - Minor Changes, Change Order Requests, and Change Orders
- Task 340 - Record Drawings and Project Documents

SECTION 400 - Resident Services during Construction

- Task 410 - Field Administration
- Task 420 - On-Site Inspection and Review of Work
- Task 450 - Punch List Review / Project Completion

SECTION 900 – Allowances: Direct Cost(s) and Sub-Consultant(s)

Allowance: 940 - Direct Cost(s)

- Allowance 940.01 – Additional Services as Directed
- Allowance 940.02 – Miscellaneous Expenses
- Allowance 940.03 - MCESD Permit Fee
- Allowance 940.04 - CCTV Pipe Investigation

Allowance: 950 – Sub-Consultant(s)

- Allowance 950.02 – IBAK Manhole Investigation

EB

Design Services Objectives

This Exhibit describes the scope of services and the responsibilities of Dibble Engineering (Dibble) and the City of Tempe (City) in connection with the design standards, preparation of complete set(s) of construction documents, along with Construction Administration and Inspection (CA&I) services for the rehabilitation of the sanitary sewer manholes along the Western Canal area of the City. It is anticipated the City will utilize the services of a Construction Manager at Risk (CMAR) Contractor to assist with tasks during design and to construct the project. Dibble will coordinate with the CMAR as necessary to complete the work.

Dibble will perform those engineering services required to prepare Construction Documents which consist of access manhole and/or pipe plan views along with associated design details accompanied by Technical Specifications describing the required work. While performing these services, Dibble will use engineering judgment, practices and principles that could reasonably be expected from other engineers under like circumstances within the State of Arizona.

Dibble will be responsible for the professional quality, accuracy and coordination of the site surveys, Design Drawings, Technical Specifications and other services furnished by Dibble under this scope of services.

Dibble will demonstrate good project management practices such as clear communication with the City and others as necessary, efficient management of time and resources including an auditable time record system, and accurate documentation of Project activities. Dibble will set up and maintain project files throughout the design and construction effort.

The City will assign a Project Manager who will serve as Dibble's principal contact with the City. The Project Manager will provide design and construction contract administration; timely City decisions; input on Project design requirements; technical reviews of the work associated with the development and preparation of the construction documents; and oversight during construction. The City will provide project specific information and/or functions as described in this scope of services but not limited hereto.

Specific Project Objectives:

The City is rehabilitating sanitary sewer manholes within the City previously identified for rehabilitation. Dibble will verify recommended repair approach of manholes and pipes through independent review of the digital manhole scan data and internal pipe CCTV records. Dibble will provide construction document preparation for some (or maybe all) of the areas identified in Table 1 for Work Area 1 – Western Canal as requested by the City, based on the outcome of the pipe and manhole evaluations and recommendations.

TABLE 1 AREAS OF WORK					
		Pipe Segments	PIPE (lf)	MANHOLES (EA)	POINT REPAIRS
Work Area 1 – WESTERN CANAL: GMP Document Set 1					
1	Manhole Group 2-A: Western Canal (Joint with Mesa)			11 (insert)	
	Total =	0	0	11 (inserts)	0

EB

Also included in this scope of work is the Construction Administration and Inspection (CA&I) services for quality control monitoring during the installation of manhole inserts for Work Area 1 – WESTERN CANAL as requested by the City.

Dibble will prepare construction documents conforming to the following design standards and/or published guideline documents:

- Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, Revisions through 2016.
- City of Tempe Supplements to the MAG Uniform Standard Specifications and Details for Public Works Construction, Revised 2014.

The tasks identified in the enclosed Scope of Services will be completed on an hourly basis, not to exceed amount of \$100,980.00 per the attached Exhibit B – ENGINEERING FEE PROPOSAL. Design work shall be completed within 120 days from the date of the written Notice to Proceed or July 1, 2017 whichever is later. Construction phase Notice to Proceed and duration is dependent upon Contractor construction activities.

Tasks identified to complete this work are as follows.

Task Series 100 – Project Management Services During Design

Dibble will perform project management services as described in the following subtasks. Dibble will maintain a project file that includes all deliverables, meeting agendas, notes, reports, memos, construction documents, technical specifications, and CAD files for delivery to the City following project completion.

Task 101 – Project Management

Dibble will manage staff resources and coordinate with the City's CMAR Contractor to assure timely submittal of deliverable and project design completion.

Deliverable:

- Project Schedule.

Task 102 – Invoices

Dibble will prepare detailed monthly invoices according to City standards for all work performed. A summary of work completed and accomplishments made in the pay period will be included with the monthly invoice. A detailed account of hours charged to the project by an individual with comment on work performed will also be included with the monthly invoice. Invoices will be submitted for payment to the City monthly. It is assumed that the project is fully funded by the City.

Task 103 - Monitor Progress and Prepare Status Reports

Dibble will report the progress of design activities through the use of a computer-based project management and scheduling system, which includes all major work activities. Dibble will update and review the work schedule and deliverables with the City monthly. Progress and schedule tracking will consist of:

- Developing a detailed project design schedule.
- Monthly tracking and reporting on progress.
- Monitoring and management of sub-consultants' scheduled activities.

EB

- Utility coordination.
- Progress spreadsheet report.

City Input:

- The City shall review and provide comments on status reports and progress schedules.

Task 104 - Conduct Meetings

Dibble will conduct meetings and/or workshops with City staff to discuss specific technical aspects of the design; progress in the development of Design Drawings, Technical Specifications, and related issues that may affect Project results. The meetings or workshops will consist of the following:

- Scheduled review meetings/workshops with City engineering and operations staff, including:
 - Work Grouping / Feasibility Analysis Workshop (one (1) meeting)
 - Preliminary Design Memorandum Review (Task 127) (one (1) meeting)
 - Sixty Percent (60%) Progress Submittal Review (Task 152) (one (1) meeting)
 - Ninety Percent (90%) Progress Submittal Review (Task 153) (one (1) meeting)
- Progress and/or status meetings with City management staff (two (2) meetings)
- Dibble will support City staff during their public outreach efforts (two (2) meetings).

City Input:

- The City shall have representation at progress/review meetings and workshops and provide input and feedback.

Dibble will prepare and distribute meeting agenda and document meeting notes for each meeting and workshop.

Deliverable:

- Meeting and workshop agendas and documentation of meeting notes.

Task 106 - Manage Sub-Consultants

Dibble will select and secure services of those firms providing specific or specialized services for the Project as accepted by the City in Dibble's fee proposal. Dibble will prepare the scope of services performed by each sub-consultant and monitor the sub-consultant's work for timeliness and that it meets Project requirements. Dibble will review sub-consultant's progress payments for accuracy and completeness and make payments as provided in the sub-consultant's agreement. Anticipated sub-consultant include the following:

- CCTV Media Services – Hoffman Southwest. dba Professional Pipe Services (Pro-Pipe).

The City shall acknowledge the list of sub-consultants to be used by Dibble and state any objection if necessary. The City shall only communicate with the sub-consultants through Dibble.

Task 107 - Quality Assurance/Quality Control

Dibble will conduct independent quality control reviews of all deliverables and project elements for consistency, clarity, and constructability by in-house senior staff prior to the submittal to the City.

Section 120 - Preliminary Design Services

Conducting preliminary design services as a distinct project phase is intended to advance the Project by early determination of Project requirements, feasibility, constraints, criteria, options, decisions, and

documentation. It is anticipated that an integral part of preliminary design services will not only assist the Project to its timely and successful completion and more fully meet the needs of the City, but may actually expedite it.

Preliminary design should provide the following information in a manner, and at a level of detail, appropriate for a particular project's type, complexity, size, and site characteristics:

- Summary of basis of design, expected level of service desired, and prior planning efforts supporting the Project.
- Details related to the acceptable rehabilitation materials to be included in Technical Specifications such as:
 - a) Acceptable manhole insert materials.
 - b) Acceptable manhole insert base coating material.
 - c) City's preference(s) for design criteria.
- Review of CMAR proposed construction cost based on the project scope, site characteristics, and expected installation schedule.
- Preliminary Technical Memorandum(s) showing above information, anticipated project schedule, and estimated funding requirements to complete the work.

Technical memorandum shall clarify the Project's basis of design prior to production of detailed Design Drawings. The purpose for City review of the memorandum is to obtain consensus prior to production of Design Drawings.

Task 121 - Data Research and Collection

Dibble will research records and files received from the City to obtain pertinent as-built data and other information for Design Drawing development.

Dibble will contact Blue Stake in areas where excavation is anticipated to obtain a list of utilities having facilities within close proximity to the area. Dibble will contact identified utility companies to obtain facility maps. Dibble will review and incorporate information as applicable to this project. CMAR shall be responsible to update utility locate information on-site prior to construction commencing.

Dibble will incorporate utility easement information for sanitary sewer pipe into Design Drawings as shown in mapping provided by the City. Development of legal description for utility easement acquisition is outside this scope of services but can be provided as requested by the City and fee agreed upon in writing.

City Input:

- The City shall provide pertinent as-built mapping of existing sewer pipe within the project area(s).
- The City shall provide utility easement locations.

Task 122 – Evaluate Existing Manhole Insert: It is Dibble's understanding that the City has experience with using polymer concrete manhole insert material in a previous project. Dibble will conduct a site visit to the manhole location to investigate, digitally scan the interior and evaluate the operational performance of the material to make recommendations for its continued use.

City Input:

- The City shall provide shop drawing information, pertinent as-built mapping, and/or physical location of the manhole insert.

Deliverable

- Technical Memorandum 1 summarizing inspection, evaluation, and recommendations

Task 128 - Prepare Preliminary Technical Memorandum

Dibble will prepare three (3) separate Preliminary Technical Memorandums that will describe analyze rehabilitation alternatives, current condition(s) present at the project site(s), and propose a specific course of action from an engineering perspective.

Technical Memorandum 1: Rehabilitation Alternatives Analysis

Technical Memorandum 2: Work Area 1 – Western Canal – Manhole Rehabilitation

Technical Memorandum 1 will evaluate alternate systems and provide recommendations for rehabilitation techniques with input from the City and CMAR Contractor to incorporate into the project. CMAR shall provide costs to develop basis for value engineering analysis. CMAR shall be responsible for producing the project cost model to assist the City in their decision process. The City shall provide direction of the alternative to incorporate into design documents.

The Preliminary Technical Memorandum 1 will include documentation and analysis of the following project components:

- Proposed repair design criteria.
- Proposed repair technologies such as FRP, Polymer Concrete venders for manholes with construction materials and installation costs provided by CMAR Contractor.
- Assumptions made in formulating the basis of design.
- Anticipated project constraints.

The Preliminary Technical Memorandums will be submitted to the City and CMAR for review and comment.

The Preliminary Technical Memorandums 2 will include documentation and analysis of the following project components specific to the individual work areas:

- Proposed repair technologies specific to each area as determined in Preliminary Technical Memorandum 1
- Proposed repair design criteria.
- Additional right-of-way and easement requirements (if any).
- Assumptions made in formulating the basis of design.
- Anticipated project constraints.

The Preliminary Technical Memorandums will be submitted to the City for review and comment.

City Input:

- The City shall provide review comments on the Preliminary Technical Memorandums.

Deliverables:

- Preliminary Technical Memorandums
Six (6) spiral bond copies,
One (1) electronic copy (PDF format)

Task 129 – Final Technical Memorandum

Dibble will prepare a final Technical Memorandum that incorporates review comments received to the draft Design Memorandum and discussions with the City. The memorandums shall provide clear direction for the design team to proceed.

- Final Technical Memorandum 1 and 2 (each Technical Memorandum)
 - Six (6) spiral bond copies,
 - One (1) electronic copy (PDF format)

Section 130 – Survey Services

Task 133 – Base Map Development

Dibble will create comprehensive base maps utilizing Maricopa County Assessor's 2016 aerial photography depicting topographic features and existing utilities. Base maps will be prepared in AutoCAD 2013 format. Dibble will incorporate City records of quarter section maps within the project corridor(s) and/or manhole locations to establish existing right-of-way and easement lines. Utilities will be shown based on approximate locations according to existing surface features as well as mapping information provided by each utility. The Contractor shall be responsible for contacting blue stake utility locating services to identify and physically mark existing utility locations where excavation is proposed.

Task 134 – Utility Coordination

Dibble will incorporate utility information into the Design Drawings as depicted in the City's Geographic Information System (GIS) shape file format. Dibble shall not be responsible for the accuracy or completeness of utility data received. Exploratory utility pothole excavation services may be provided by the CMAR but are not included in this scope of work.

City Input:

- The City shall provide archeological evaluation (if required) and any necessary clearances for construction.
- The City shall provide available Geographic Information System (GIS) utility location data in shape file format.
- The City shall provide the most current digital manhole locations with sufficient resolution to clearly depict surface features for design.
- The City shall provide utility and quarter section mapping.
- The City shall provide utility easement locations.

Section 140 - Permits

City shall be responsible for coordination with City of Tempe Permit Services and payment of all fees (if applicable).

In the event work is to be performed in an area under the jurisdiction of another city or entity other than the City of Tempe, any coordination and/or permitting necessary to obtain design approval is considered outside this scope of services. Dibble can provide these services as determined necessary and agreed to in writing in a negotiated scope and corresponding fee to complete the work.

Task 144 – ADOT Encroachment Permit

Dibble will prepare application and submittal packages to ADOT and attend two (2) review meetings with ADOT personnel to initiate the right-of-way encroachment permitting process. Technical Specifications will incorporate ADOT requirements for the CMAR to finalize the ADOT permit. Development of Traffic control plans will be the responsibility of the CMAR and are excluded from this scope of work.

Section 150 – Construction Documents

This task describes the submittals Dibble will prepare for City review as progress is made on project design and preparation of construction Design Drawings and Technical Specifications. Deliverables from Dibble shall be reviewed by the City and others during the design development period. The deliverables during design, termed “progress submittals”, should be scheduled for submittal in accordance with the schedule prepared under Task Series 100.

Preparation of Design Drawings and Technical Specifications will be as follows:

- **Drafting Standards:** The organization and preparation of Design Drawings shall be in accordance with the City of Tempe drafting guidelines.
- **Electronic Drawings:** Electronic drawings shall be prepared in accordance with the City of Tempe CADD standards.
- **Technical Specifications:** Technical Specifications shall be prepared using Microsoft Word format.

The City to provide example design copies and offer direction on the use of the drafting guideline and CADD Standards. Design Drawings will be prepared to depict repair locations for pipe 8-inches in diameter and larger. Drawings will utilize double pane (Plan View Only) at 1 inch = 20 foot scale. Profile view will not be shown for pipe rehabilitation work. Sewer manhole rim and invert elevations will be called out in Plan View based on City GIS records.

Design Drawings will be prepared to depict manhole insert installation location(s). Drawings will utilize Plan and Profile View format at 1 inch = 20 foot horizontal scale for plan View and 1 inch = 4 foot vertical scale for Profile View. Sewer manhole rim and invert elevation(s) will be indicated as provided by City’s GIS records. Manhole depth verification is outside the scope of work of this proposal. On-site verification can be performed as requested by the City and agreed to in writing.

Dibble will prepare progress submittal packages when the Design Drawings and Technical Specifications are considered 60% and 90% complete as described in this scope of services. The level of detail on the Design Drawings in each progress submittal will be as stated below.

Task 151 - Sixty Percent (60%) Progress Submittal

The Design Drawings for each discipline are coordinated and have progressed where the design intent is established and show the work in sufficient detail that a CMAR Contractor can recognize general elements and requirements. Technical Specifications for elements agreed upon from the Design Memorandum written is sufficient detail for City review. These drawings are not intended for construction. The Design Drawings will include the following:

- Existing utilities are plotted.
- Existing facilities horizontal and elevations are depicted from mapping provided.
- Existing surface facilities shown in aerial photography.
- Design Drawing plan and profile sheets for manhole insert appurtenances are substantially complete.
- Preliminary construction details.

- General notes.
- Draft Technical Specifications are assembled.

60% Design Drawings shall be submitted to the CMAR Contractor by the determination of Preliminary Guaranteed Maximum Price (GMP) for the City.

Task 152 - Ninety Percent (90%) Progress Submittal

The Design Drawings are substantially complete to allow CMAR Contractor the ability to provide input of approach and refinement of GMP cost development. Technical Specifications are complete and ready for City review and approval. These drawings are not intended for construction but provide ability for City and CMAR Contractor to clearly understand design and construction intent. The Design Drawings will include the following:

- Existing utilities are plotted.
- Existing facilities horizontal and elevations are depicted from mapping provided.
- Existing surface facilities shown in aerial photography;
- Preliminary construction details.
- General notes.
- Design calculations are complete.
- Technical Specifications are assembled.

Task 153 – Design Complete (100% Percent) Permit Submittal

Comments on Design Drawings and Technical Specifications from previous review must have appropriate responses before the 100% progress submittal is submitted. Comments on Design Drawings and Technical Specifications from previous City reviews and utility reviews. Documents will be sealed and signed by a Professional Engineer registered in the State of Arizona and marked “Agency Review – Not for Construction”.

100% Design Drawings and Technical Specifications can be submitted to the CMAR Contractor by the City for their development of a final GMP. Distribution to the CMAR and the coordination of the GMP shall be the responsibility of the City.

This submittal shall be the City’s final check of all documents prior to preparation of Final Submittal documents (Task 154).

Task 154 - Final Submittal

Design Drawings and Technical Specifications shall be complete and ready for acceptance by the City. All construction documents shall be complete and ready for finalization of construction pricing of the work. Comments on Design Drawings and Technical Specifications from previous City reviews, utility reviews and regulatory agencies shall be incorporated and all approvals received as evidenced by signature block on the Cover. Documents will be sealed and signed by a Professional Engineer registered in the State of Arizona.

Task 155 - Technical Specifications

The intent is for work items not specifically addressed in MAG Specifications or City of Tempe Supplement to MAG Standards will be included in project Technical Specification. Dibble will prepare Technical Specifications for the rehabilitation of manholes using composite material inserts. Below is a list of Technical Specifications anticipated to be provided for this project:

Section 01010 - Project Summary
Section 01014 - Work Sequence
Section 01015 - Contractors Use of Premises
Section 01025 - Measurement and Payment
Section 01060 - Health and Safety
Section 01062 - Permits and Easements
Section 01064 - Inspection and Testing
Section 01071 - Standard References
Section 01102 - Contractors Hazardous Materials Management Program
Section 01104 - Stormwater Pollution Prevention Plan and Permit
Section 01300 - Submittals
Section 01310 - Progress Schedule
Section 01380 - Photography and Video Recording
Section 01400 - Public Awareness
Section 01550 - Contractors Utilities
Section 01560 - Environmental Controls
Section 01700 - Restoration of Improvements
Section 01999 - Reference Forms
Section 02100 - Traffic Control
Section 02760 - Sewer Pipe and Sewer Structure Cleaning
Section 13128 - Composite Material Manhole Insert

These Technical Specifications will be included as specified under deliverables below for each submittal.

Task 156 – Opinion of Probable Construction Cost

CMAR Contractor shall be responsible for preparation of the GMP for each project work area for the 60%, 90% and 100% Final Design progress submittals. Dibble will provide an independent review of the costs.

City Input:

- The City to issue review comments following 60%, and 90% Progress Submittals assembled onto one document and forward to Dibble.
- Design Complete (100% Percent) Permit Submittal requires City signed approval.
- City shall be responsible to provide CMAR Contractor's cost proposals

Deliverables:

60% Progress Submittal:

- Three (3) full size (22"x34") bond prints (suggest two (2) copies for City and one (1) copy for CMAR Contractor).
- Three (3) copies half size (11"x17"- true scale) bond prints (suggest two (2) copies for City and one (1) copy for CMAR Contractor).
- Two (2) copies of Dibble's comparison of opinion of probable construction cost
- Two (2) copies of the preliminary Technical Specifications
- One (1) electronic (PDF format) copy of all deliverables

90% Progress Submittal:

- Three (3) full size (22"x34") bond prints (suggest two (2) copies for City and one (1) copy for CMAR

Contractor)

- Three (3) copies half size (11"x17"- true scale) bond prints (one (1) copy intended for CMAR contractor)
- Three (3) copies of Technical Specifications (one (1) copy intended for CMAR contractor)
- Two (2) copies of Dibble's comparison of opinion of probable construction cost
- One (1) electronic (PDF format) copy of all deliverables
- One (1) set of sixty percent (60%) red lined drawings
- One (1) copy of Dibble's sixty percent (60%) Comment Resolution form completed

Design Complete (100% Percent) Permit Submittal

- One (1) full size (22"x34") bond print
- One (1) copy of Technical Specifications

Final Submittal:

- Four (4) full size (22"x34") bond prints (suggest two (2) copies for City and two (2) copies for CMAR Contractor use and as-built red lines)
- One (1) full size (22" x 34") Mylar prints
- Four (4) copies half size (11"x17"- true scale) bond prints (suggest two (2) copies for City and two (2) copies for CMAR Contractor)
- Eight (8) copies of Technical Specifications
- One (1) electronic (PDF format) copy of all deliverables, including Technical Specifications (Word format) and CAD drawing files

Additional milestone review submittals can be provided as directed by the City and reimbursed as part of Task 704 – Allowance: Additional Services as Directed.

The anticipated list of plan sheets required for this project include the following:

<u>Sheet Title</u>	Work Area 1 Western Canal Estimated Number of Sheets
Cover	1
General Notes, Legend, Abbreviations	1
Key Map	1
Pipe Rehabilitation Plan (1" = 20') Double Panel View	0
New Manhole / Insert Plan and Profile (1" = 20'H, 4' V)	6
Misc. Details	<u>1</u>
Total =	10

Section 160 – CMAR Cost Assistance

Dibble will respond to questions from CMAR Contractor to clarify questions to assist in the development of GMP cost.

Task 161 - Response to CMAR Questions during GMP Preparation

Dibble will respond to inquiries from CMAR Contractor regarding the 60%, 90% and Final Construction Documents. All questions and responses will be documented. When appropriate, Dibble will prepare the text and/or Design Drawing revisions included in 90% and Final Drawings.

Task 162 - Attend CMAR Conference and Site Tour

Dibble will accompany the CMAR on one (1) site tour of each work area as requested by the City and shall be prepared to present an overview of the Project and be available to answer questions.

Task 163 - Process Application for "Pre-Approved Equal"

The CMAR Contractor may make application for consideration of materials and equipment that they consider are equal to those that are described on the Design Drawings or specified in the Technical Specifications for value engineering consideration. Dibble will receive and review these applications for "pre-approved equal" or value engineering proposals. Dibble will issue a written opinion to the City whether the CMAR proposal(s) are equivalent to that described or specified.

If in the opinion of Dibble, the proposal(s) are incomplete or lacks sufficient information to determine the quality and conformance of the proposed materials and/or equipment to the Project requirements, Dibble will notify the CMAR Contractor and return the proposal without further consideration.

Task 164 - Review CMAR Cost Proposal

Dibble will review the cost proposal submitted by the CMAR Contractor to assist the City in evaluating whether costs conform to the project Technical Specification intent and are reasonable. Dibble will inform the City if in their opinion the costs submitted differ significantly from those received elsewhere. Dibble will prepare a written evaluation and recommendation for acceptance.

Task 166 - Prepare Conformed Documents

Dibble will prepare conformed Design Drawings and Technical Specifications that incorporate items included in value engineering proposal(s) (if applicable). Conformed documents will be a separate set of AutoCAD or MS Word developed documents. An electronic copy of conformed documents will be submitted to the City.

City Input:

- The City shall issue Construction Documents to the CMAR Contractor.
- The City shall process and issue instructions to the CMAR Contractor.
- The City shall schedule and conduct the CMAR conference and site tour(s).

Deliverables:

- Technical Specifications and/or Design Drawing revisions (if any).
- Written opinion on reviews of "pre-approved equal" or value engineering proposals (if any).
- CMAR cost evaluation with recommendation of acceptance.
- Copies of conformed set of Design Drawings and Technical Specifications (if applicable)
 - Two (2) full size (22"x34") bond prints
 - Six (6) copies of Technical Specifications
 - One (1) electronic (PDF format) copy of all deliverables

CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES**SECTION 200 – ENGINEERING SERVICES DURING CONSTRUCTION**

Dibble will consult with and advise City and act as its representative during construction. The extent and

limitations of the duties, responsibilities and authority of Dibble as assigned herein shall not be modified, except as Dibble may otherwise agree in writing.

Dibble will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) (unless otherwise specified in the Construction Contract Documents) or the safety precautions and programs associated with the work of Contractor(s).

Dibble's Construction Manager will make site(s) visit(s) appropriate for the size of Project and type of construction at periods appropriate to the various stages of construction to inspect, as an experienced and qualified professional, the progress and quality of the executed work of Contractor(s) and to determine if such work is proceeding in accordance with the Construction Contract Documents.

Dibble's efforts shall be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Construction Contract Documents, but Dibble will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Construction Contract Documents.

Task 210 - Representation on Behalf of the City

On the basis of on-site examination of materials, equipment, and workmanship, Dibble's Construction Manager will keep City informed of the progress of the work, will endeavor to guard City against defects and deficiencies in such work and will disapprove or reject work failing to conform to the Contract Documents. This task shall include the following items:

- 1) Pre-Construction Conference: Dibble will attend a pre-construction conference as requested by the City. At the conference, Dibble will identify field services to be provided by Dibble and discuss appropriate coordination procedures. If asked to do so, Dibble will prepare an agenda for the meeting and will prepare and distribute the meeting minutes. Dibble will conduct the meeting at the request of the City.
- 2) Provide construction administration, quality control, and coordination: Dibble will provide construction administration and quality control services during the course of construction to assure that the overall technical correctness of the construction phase and that specified procedures are being followed and advise the City on maintaining schedules. Dibble will provide coordination functions during the construction phase as follows;
 - A) Hold bi-weekly coordination meetings with the City representative and other City staff as appropriate;
 - B) Coordinate with regulatory and approving agencies and utilities as required;
 - C) Coordinate the work of Dibble's specialty sub-consultants assigned to the Project; and
- 3) Provide project documents: Dibble will maintain and provide the following detailed project records and documentation during the construction phase:
 - A) The Project records shall include correspondence, schedules, submittals, test data, project data, payments, change orders, meeting minutes, clarifications, and specifications, and other such documentation. Project records shall be delivered to the City's representative upon completion of the construction contract. Records shall be maintained under Section 400 at Dibble's office.
 - B) Status reports for the construction contract shall be provided under Task 410.

Task 220 - Administer the Construction Schedule

Dibble's opinion concerning the various scheduling documents produced or used by the Contractor are for information only and are not controlling on the Contractor. It is the Contractor's responsibility to continue to exercise its independent judgment concerning means, methods and sequences of construction it employs. The Contractor remains solely responsible for meeting contract time(s) given in the Construction Contract Documents.

- 1) Review progress schedule: Dibble's Construction Manager will review and comment on the Contractor's progress schedule in accordance with the Construction Contract Documents. Dibble will examine the work sequence, durations, interim milestones, and other appropriate scheduling features in accordance with the requirements of the Construction Contract Documents. Dibble will prepare a summary of the review comments and will meet and discuss the schedule comments with the Contractor and the City's representative.
- 2) Review progress schedule updates: Dibble's Construction Manager will review the Contractor's progress schedule updates to the construction schedule in accordance with the Construction Contract Documents. Dibble will perform a review of progress accomplished during the period and compare to planned schedule and discuss significant discrepancies with the Contractor. Dibble and Contractor will establish, based on the data, the percent of Project completion. Dibble will meet with Contractor on monthly basis to review and update the schedule data. Based upon the schedule update, Dibble will recommend processing progress payments. The primary performance of the task will be performed under Task 400.

Task 230 - Review Contractor's Submittals and Test Results

Dibble's Construction Manager will receive, review, evaluate, distribute, and take other appropriate actions with respect to shop drawings, samples, test results, and other data which Contractor is required to submit. Dibble's review shall be for conformance with the design concept of the Project and compliance with the information given in the Construction Contract Documents. Such review or other action shall not extend to means, methods, sequences, techniques or procedures of construction selected by Contractor(s), or to safety precautions and programs associated thereto. Dibble will receive and review (for general contents as required by the Construction Contract Documents) maintenance and operating schedules and instructions, operation and maintenance manuals, guarantees, and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Construction Contract Documents.

Dibble's Construction Manager will maintain a submittal log showing dates of submittal, transmittal action to other subconsultants, dates of return and review action. Copies of the log shall be furnished to the City and the Contractor monthly. Dibble will promptly and in accordance with Project schedule requirements, review and approve, reject or take other appropriate action on the Contractor's request for substitutions. Dibble will not approve any proposed substitution unless such substitution conforms to the Project design concept and the Construction Contract Documents including the contract price.

Task 240 - Issue Interpretations and Clarifications

Dibble's Construction Manager will issue the City's instructions to Contractor; issue interpretations and clarifications of the Construction Contract Documents (if necessary); have authority, as City's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Construction Contract Documents and judge the acceptability of the work thereunder, and make decisions on all claims of City and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Construction Contract Documents pertaining to the

execution and progress of the work. Dibble will render interpretations or decisions in good faith and in accordance with the requirements of the Construction Contract Documents.

Dibble's Construction Manager will respond to the City's representative and/or Contractor to clarify and/or interpret technical or design related questions. Routine technical interpretations shall be responded to under Task 410. Dibble will respond to issues raised during construction regarding interpretation and clarification of the contractual administrative and technical requirements of the Construction Contract Documents. Dibble will serve as the City's advisor in resolution of these issues.

Task 250 - Certify Contractor Progress Payments

Dibble's Construction Manager will review, prepare comments, and reach agreement with the progress represented in the CMAR Contractor's schedule of values. The monthly schedule update, schedule of values, in combination with Dibble's field inspections, and the progress schedule shall be used by Dibble to determine the appropriateness of the Contractor's request for payment.

Dibble's Construction Manager will review Contractor's application for payment, accompanying data, and schedules to determine the amounts owing to Contractor and recommend payment, in writing, to the City. Recommended payments to the Contractor in such amounts corresponding to work progress, such recommendations will constitute a representation to the City based on such inspections and review, that;

- 1) The work has progressed as indicated.
- 2) To the best of Dibble's knowledge, information and belief, the quality of such work is in accordance with the Construction Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any qualifications stated in the recommendation).
- 3) Payment of the amount recommended is due and owing to the Contractor.

For unit price work, Dibble's recommendation for payment will be a determination of completed quantity of such work.

Task 260 – Substantial and Final Completion Inspection

Following notice from the Contractor, Dibble's Construction Manager will conduct an inspection to determine if the Project or the work associated with interim milestones, is substantially complete in accordance with the Construction Documents. If Dibble considers the work substantially complete, Dibble will deliver to the City, with a copy to the Contractor the following.

- The Certificate of Substantial Completion and punch list (if applicable).
- The anticipated date for completion of the punch list.
- Recommendation(s) for the division(s) of responsibility between the City and the Contractor.

If the work is not substantially complete, the process shall be repeated until the work is substantially complete.

Dibble's Construction Manager, upon completion of the punch list items as notified by the Contractor, will make final inspection to determine if the finished work has been completed to the standard required by the construction documents, determine whether required inspections and approvals for permit

compliance have been satisfactorily completed, and Contractor has fulfilled the obligations so that Dibble may recommend, in writing, final payment to Contractor and may give written notice to City and the Contractor that the work is acceptable, subject to any conditions therein expressed and in consultation with the City whether the work is finally complete. At or prior to the final inspection, Dibble will request the Contractor prepare and furnish.

- 1) Certification that all obligations for payment for labor, materials or equipment related to the work have been paid or otherwise satisfied.
- 2) Certification that all insurance and bonds required of the Contractor beyond final payment is in effect and will not be canceled or allowed to expire without notice to the City.
- 3) The written consent of surety for final payment.
- 4) Record document information is complete and submitted.

If the work is not finally complete, the process shall be repeated until the work is finally complete.

Promptly after the work is determined to be finally complete and Dibble determines that the Contractor has properly submitted the items required for final inspection, Dibble will determine whether the Contractor is entitled to final payment and, if so, will so certify to the City.

Dibble's certification that the Contractor is entitled to final payment constitutes Dibble's representation to the City that;

- 1) the work complies with (a) the Construction Contract Documents, (b) applicable building codes, rules or regulations of all governmental authorities having jurisdiction over the Project, and (c) applicable installation and workmanship standards.
- 2) the Contractor has submitted proper Final Completion close-out documents.
- 3) the Contractor is entitled to final payment.

Dibble will provide to the City, at the time it submits a signed final payment request from the Contractor, all Final Completion close-out documents.

Dibble will not be responsible for the acts or omissions of the CMAR Contractor, or subcontractor, or any of the Contractor's or subcontractor's agents or employees or any other persons (except Dibble's own employees and agents) at the site(s) or otherwise performing any of the Contractor(s)' work; however, nothing contained in Tasks 210 through 260, inclusive, shall be construed to release Dibble from liability for failure to properly perform duties in accordance with this scope of services.

SECTION 300 - ENGINEERING SERVICES during CONSTRUCTION

Task 320 - Minor Changes, Change Order Requests, and Change Orders

Dibble, without the City's prior approval, may authorize or direct minor changes in the Work which are consistent with the intent of the Construction Contract Documents and which do not involve a change in Project cost, time for construction, Project scope, aesthetics, or approved design elements. Any such

minor changes shall be implemented by written field order. Except as provided in this paragraph, Dibble shall not have authority to direct or authorize changes in the Work without the City's prior written approval; however, Dibble shall provide a copy of any written field order to the City.

Dibble will promptly consult with and advise the City concerning, and shall administer and manage, all change order requests and change orders.

Dibble will prepare, when requested by the City, required drawings, specifications and other supporting data regarding minor changes, change order requests and change orders.

Dibble will prepare and submit change order requests explaining the merits for the change and a recommendation for the City's approval and acceptance.

Dibble will negotiate an agreement with the Contractor as to scope of work and cost, time or both associated with the change in Work. The change order shall include a written justification for the cost of the Work.

Dibble will administer and manage minor changes, change order requests, and change orders on behalf of the City. Change orders shall be prepared on a standard form provided by the City.

Should a change order request be accepted by the City in the absence of an agreement with the Contractor as to cost, time, or both, Dibble will;

- 1) Receive and maintain all documentation pertaining to the change order request required of the Contractor.
- 2) Examine such documentation on the City's behalf.
- 3) Take such other action as may be reasonably necessary or as the City may request.
- 4) Make a recommendation to the City concerning any appropriate adjustment in the construction cost and/or time and prepare a change order for Contractor's acceptance and City approval.

Changes and substitutions shall be limited to the scope of the Project as defined by the Construction Contract Documents or additional work as may be requested by the City.

Task 340 – Record Drawings and Project Documents

The Dibble will prepare the following:

- 1) **Manhole Rehabilitation:** One (1) Engineer Sealed hardcopy set of Design Drawings showing all the manholes that were rehabilitated, including information as to the date of insert installation, depth (based on measurement from manhole ring to pipe invert, number and thickness of grade rings installed and any discrepancies noted in the City's GIS database during construction.

Deliverables

As-built Record Drawings plotted on Mylar film will be developed that incorporate the CMAR redlined records of modifications of the design that were made during construction. Mylar as-built drawings shall be professionally sealed by an Engineer registered in the State of Arizona.

Project documents shall be in PDF format and organized based on the City file structure and delivered to the City's Project Manager on an external hard drive. The Record Drawings shall be available within thirty (30) days of receipt of all data in its entirety from the Contractor.

SECTION 400 - RESIDENT SERVICES during CONSTRUCTION

A - General

The Inspector will be furnished and will act as directed by Dibble, in order to assist Dibble in inspecting performance of the work of the Contractor. Through more extensive on-site inspections of the work in progress and field checks of materials and equipment by the Inspector, Dibble will endeavor to provide further protection for City against defects and deficiencies in the work of Contractor; but the furnishing of such Inspector will not make Dibble responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Contractor failure to perform their work in accordance with the Contract Documents.

Inspector, as Dibble's agent, will act as directed by and under the supervision of Dibble, and will confer with Dibble. Inspector's dealings in matters pertaining to the on-site work shall in general be only with Dibble and Contractor, and dealings with subcontractors shall only be through or with the full knowledge of Contractor. Written communication with City will be only through or as directed by Dibble, and when appropriate, may be through the Inspector.

B – Inspector's Duties and Responsibilities

Task 410 - Field Administration

Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by Contractor, and consult with Dibble concerning their acceptability.

Meetings: Participate in preconstruction conferences and periodic construction progress meetings.

Liaison: Serve as Dibble's liaison with Contractor, working principally through Contractor's superintendent and assist the superintendent in understanding the meaning of the Construction Documents. Assist Dibble in serving as City's liaison with Contractor, when Contractor's operations affect City's on-site operation. As directed by Dibble, assist in obtaining from City additional details or information, when required at the job site for proper execution of the work.

Submittals and Samples: Submittals and samples which are furnished by Contractor will be received and reviewed as defined in Task 230. Advise Dibble and Contractor or its superintendent prior to the commencement of any work requiring a submittal or sample submission if the submission has not been approved by Dibble.

Interpretation of Construction Contract Documents: Receive and transmit clarifications and interpretations of the Construction Contract Documents to/from the Contractor and Dibble as described in Task 240. Inspector will notify the City's representative of Dibble's decision prior to issuance to the Contractor.

Changes: Consider and evaluate Contractor's suggestions for changes in drawings or specifications and report suggestions with recommendations to Dibble. Dibble will notify the City's representative of

EB

changes or alterations believed to be in the City's best interest. Dibble will provide the City's representative with support information of proposed changes. Dibble will prepare drawing, details, and specifications needed to describe and justify the change. Dibble will prepare an estimate of the cost and time impact of the change and negotiate scope, cost, and schedule with the Contractor.

Records: Maintain at the job site files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Construction Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Dibble's clarifications and interpretations of the construction documents, progress reports, and other Project related documents.

Prepare daily reports recording Contractor's work performed on the job site, major construction equipment on-site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, subcontractors on-site, inspections in general and specific inspections in detail as to inspecting test procedures. Send record copies to Dibble.

Record names, addresses and telephone numbers of the Contractor's staff, subcontractors and major suppliers of materials and equipment.

Maintain notes to be capable of cross referencing the Contractor's Record Drawing information for accuracy and completeness.

Receive, review and process daily inspection reports.

Maintain a digital photographic file of the progress of the construction activities throughout the duration of the Project. This photographic file will consist of color photographs taken to document specific construction activities where the information may be of future value. The photographs will be incorporated into Daily Reports and labeled as to the subject.

Construction Status Reports: Each month, Dibble will furnish to the City the Project progress meeting minutes (as the construction contract status report) describing the progress of the work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.

The report will include as a minimum;

- 1) Total Project cost to date.
- 2) Total Project cost during the period.
- 3) Planned versus actual progress.
- 4) Actual and/or potential defaults or violations of the Construction Contract Documents.
- 5) Remedies to the above.
- 6) Change order activity summary (Task 320).
- 7) Other Project issues.

Contractor shall consult with Dibble in advance of scheduled major tests, inspections or start of important phases of the work.

Contractor shall promptly notify Dibble and the City of any accident relating to the Project.

Contractor Pay Applications: Dibble will review applications for payment as described in Task 250 with Contractor for compliance with the established procedure for their submission and forward those with recommendations to Dibble, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

Task 420 - On-Site Inspection and Review of Work

Inspector will maintain a presence at the Project site with sufficient frequency to be knowledgeable about the progress and quality of the work to:

- 1) Conduct intermittent on-site inspections of the work in progress to assist Dibble in determining if the work is proceeding in accordance with the Construction Contract Documents and that completed work conforms to the Construction Contract Documents.
- 2) Report to Dibble whenever it is believed that any work is unsatisfactory, faulty or defective or does not conform to the Construction Contract Documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment; and advise Dibble when it is believed work should be corrected or rejected or should be uncovered for inspection, or requires special testing, inspection or approval.
- 3) Verify that tests, equipment and systems start-up and operating and maintenance instructions are conducted as required by the construction documents and in presence of the required personnel, and that Contractor maintains adequate records thereof; inspect, record and report to Dibble appropriate details relative to the test procedures and start-ups.
- 4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to Dibble.

Level of effort assumes Inspector's availability during the project duration, five (5) days per week, eight (8) hours per day, excluding weekends, and holidays (assuming single Contractor). Actual time inspector is on-site will be dictated by Contractor's work activities or as directed by the City.

Task 450 – Punch List Review / Project Completion

Inspector will assist Dibble during the inspection for Substantial Completion and Final Acceptance as described in Task 260 as follows:

- 1) Before Dibble issues a Certificate of Substantial Completion, submit to CMAR Contractor a list of inspected items requiring completion or correction in accordance with the requirements of the construction documents.
- 2) After the Contractor has completed the work identified in the Design Drawings and upon request of the Contractor, inspector will conduct final inspection with Dibble, City and Contractor. If necessary, prepare a Final Punch List of items to be completed or corrected in accordance with the requirements of the Construction Contract Documents.
- 3) After the Contractor has completed the work of the final punch list and upon written notice from the Contractor, review and determine that items on the Final Punch List have been completed or corrected and make recommendations to Dibble concerning acceptance.

SECTION 900 – ALLOWANCES: DIRECT COST(S) AND SUB-CONSULTANT(S)

Allowance: 940 - Direct Cost(s)

Allowance 940.01 – Additional Services as Directed

This allowance is intended for items not identified in the original scope but work associated with the project. This allowance item may cover items such as additional meetings, additional coordination and design not covered or other items as directed by the City.

The use of this Allowance will only be allowed after direction and written approval is obtained from the City.

Allowance 940.02 – Miscellaneous Expenses

Reimbursable expenses have been identified for this assignment as follows:

Reproduction/Plotting: Cost associated with the reproduction, printing and plotting of project documents will be submitted for reimbursement. Also included in this item are costs of external portable storage device used for data transfer (if requested) and Mylar film used for Record Drawings plots.

Allowance: 950 - Sub-Consultant Costs

Item 950.02 – IBAK Manhole Investigation

Dibble will provide through a qualified sub-consultant, the collection of digital images of the interior of an existing access manhole containing a previously installed polymer concrete insert for condition examination. Dibble will analyze the images to formulate opinion of material degradation and develop recommendations for future use.

The interior of newly installed manhole inserts will also be documented using an IBAK digital manhole camera for City as-built records. Digital files will be submitted to the City on a portable storage device.

Exclusions:

The following tasks are not included in this Scope of Work. Fee for services can be negotiated at the request of the City.

1. In the event work is to be performed in an area under the jurisdiction of another city or entity other than the City of Tempe, any coordination and/or permitting necessary to obtain design approval is considered outside this scope of services. Dibble can provide these services as determined necessary and agreed to in writing in a negotiated scope and corresponding fee to complete the work.
2. **Public Notification/Coordination and Outreach Communications:** City shall provide all outreach efforts, notifications, communication, and coordination with the general public throughout the project. Dibble can provide these services as requested by the City as agreed to in writing.

3. **Confined Space Entry:** This scope of work assumes entry into an OSHA regulated confined space area(s) as necessary to perform quality control inspection of installed improvements within the interior of each manhole installed such as, but not limited to, sounding(s) of the insert wall to establish extent of annular space grouting between the existing manhole and the insert, manhole bench integrity investigation, spark testing and visual scrutiny of the polymer overlay seal at the installed insert base / manhole will be provided and performed by the CMAR Contractor.
4. **City of Tempe: Project Submittal Application:** Any review or permit fees shall be paid by the City or reimbursed as an Allowance: Miscellaneous Expenses. Distribution and routing of the documents through the City permitting process shall be the responsibility of the City.
5. **Maricopa County Environmental Services Department (MCESD):** Permit application and submittal packages for Work Area 1 – Western Canal to MCESD for Approval to Construct (ATC) and following completion of work the Approval of Construction (AOC) not anticipated for manhole rehabilitation and is outside of this scope of services.

END OF DOCUMENT

EB

**EXHIBIT B
ENGINEERING FEE PROPOSAL
(DESIGN TECHNICAL SPECIFICATIONS, CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES)**



**City of Tempe
Santuary Sewer Collection System Rehabilitation Program
WORK AREA 1 - WESTERN CANAL**



11/3/2016

Staff Classification	Labor Hours	Rate	Cost
<u>DESIGN PHASE SERVICES</u>			
Senior Project Manager	14	\$185.00	\$2,590.00
Project Manager	94	\$175.00	\$16,450.00
Senior Engineer QA/QC	12	\$165.00	\$1,980.00
Project Engineer	144	\$150.00	\$21,600.00
Asst Project Engineer (EIT)	136	\$120.00	\$16,320.00
Senior Designer	60	\$125.00	\$7,500.00
Construction Manager	0	\$150.00	\$0.00
Construction Inspector	0	\$110.00	\$0.00
Survey Manager	0	\$165.00	\$0.00
2-Man Survey	0	\$165.00	\$0.00
Sr. Administration Assistant	24	\$85.00	\$2,040.00
	Design Labor Sub-Total =	484	\$68,480.00
<u>CONSTRUCTION ADMINISTRATION SERVICES</u>			
Senior Project Manager	8	\$185.00	\$1,480.00
Project Manager	8	\$175.00	\$1,400.00
Senior Engineer QA/QC	0	\$165.00	\$0.00
Project Engineer	8	\$150.00	\$1,200.00
Asst Project Engineer (EIT)	0	\$120.00	\$0.00
Senior Designer	0	\$125.00	\$0.00
Construction Manager	66	\$150.00	\$9,900.00
Construction Inspector	124	\$110.00	\$13,640.00
Survey Manager	0	\$165.00	\$0.00
2-Man Survey	0	\$165.00	\$0.00
Sr. Administration Assistant	4	\$85.00	\$340.00
	CA&I Labor Sub-Total =	218	\$27,960.00
Labor Subtotal			\$96,440.00
<u>SUB-CONSULTANT COSTS (950)</u>			
Subagreement 1	950.01: Industrial Applicating (IA) - Confined Space Entry Inspection	0 \$	\$ 180.00 \$ -
Subagreement 2	950.02: IBAK Manhole Investigation (Each Manhole)	11 \$	\$ 140.00 \$ 1,540.00
Subtotal			\$1,540.00
<u>OTHER DIRECT COSTS (940)</u>			
Allowance 1	Allowance 940.01: Additional Services as Directed	1	\$2,000.00 \$2,000.00
Allowance 2	Allowance 940.02: Miscellaneous Expenses	1	\$1,000.00 \$1,000.00
Allowance 3	Allowance 940.03: MCESD Permit Fee	0	\$500.00 \$0.00
Allowance 3	Allowance 940.04: Additional CCTV Video Documentation	0	\$0.00 \$0.00
Subtotal			\$3,000.00

Total Proposal for Design, Construction Administration and Inspection Services **\$100,980.00**

EB



EXHIBIT B
ENGINEERING FEE PROPOSAL
(DESIGN TECHNICAL SPECIFICATIONS and CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES)

City of Tempe
WORK AREA 1 - WESTERN CANAL
11/3/2016

TASK	SENIOR PM/ MANAGER	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	ASST PROJECT ENGINEER	SENIOR DESIGNER	CONSTRUCTION MANAGER	CONSTRUCTION INSPECTOR	SURVEY SURVY MANAGER	SR. ADMIN ASSISTANT	TOTAL LABOR HOURS
DESIGN PHASE SERVICES											
SECTION 100 - PROJECT ADMINISTRATION DURING DESIGN											
Task 101 - Project Management	2	0	0	0	0	0	0	0	0	4	14
Task 102 - Review Progress and Prepare Status Reports	4	4	4	4	4	4	4	4	4	4	12
Task 103 - Conduct Meetings	2	0	0	0	0	0	0	0	0	4	2
Task 104 - Conduct Meetings	2	0	0	0	0	0	0	0	0	4	2
Task 105 - Manage Sub-Consultants	4	20	0	0	0	0	0	0	0	16	62
Task 106 - Quality Assurance/Quality Control	4	0	0	0	0	0	0	0	0	16	62
SECTION 120 - PRELIMINARY DESIGN SERVICES											
Task 121 - Data Research and Collection	2	4	4	4	4	4	4	4	4	4	6
Task 122 - Evaluate Existing Manhole Invert	4	4	4	4	4	4	4	4	4	4	6
Task 123 - Review CCTV Records for Internal Pipe Obstructions	2	0	0	0	0	0	0	0	0	0	0
Task 124 - Identify Surface Constraints for Bypass Pumping Feasibility	2	0	0	0	0	0	0	0	0	0	0
Task 125 - Hydraulic Flow Reduction Analysis	2	0	0	0	0	0	0	0	0	0	0
Task 126 - Review Schematic Bypass Pumping Plans	4	16	4	4	4	4	4	4	4	4	24
Task 127 - Pipe / Manhole Organization and Work Prioritization	2	0	0	0	0	0	0	0	0	0	4
Task 128 - Prepare Preliminary Technical Memorandum	2	0	0	0	0	0	0	0	0	0	4
Task 129 - Final Technical Memorandum	6	32	4	4	4	4	4	4	4	4	48
SECTION 130 - SURVEY SERVICES											
Task 133 - Base Map Development	0	0	0	0	0	0	0	0	0	0	0
Task 134 - Utility Coordination	0	0	0	0	0	0	0	0	0	0	0
SECTION 140 - PERMITTING											
Task 143 - Maricopa County Environmental Services Department (MOCSD)	2	2	2	2	2	2	2	2	2	2	18
Task 144 - ADOT Encroachment Permit	2	4	0	4	0	0	0	0	0	0	6
SECTION 160 - CONSTRUCTION DOCUMENTS											
Task 161 - 80% Preliminary Design	2	4	4	4	4	4	4	4	4	4	26
Task 162 - 90% Preliminary Design	2	4	4	4	4	4	4	4	4	4	26
Task 163 - Design Complete (100% Permit) Submittal	2	2	2	2	2	2	2	2	2	2	18
Task 164 - Final Submittal	2	0	0	0	0	0	0	0	0	0	6
Task 165 - Technical Specifications	2	0	0	0	0	0	0	0	0	0	6
Task 166 - Estimate of Probable Construction Cost	4	20	0	0	0	0	0	0	0	0	24
SECTION 180 - CUMULATIVE COST PHASE SERVICES											
Task 181 - Response to CM/RISK Questions during GMP Preparation	2	2	2	2	2	2	2	2	2	2	18
Task 182 - Attend CM/RISK Conference and Site Tour	4	4	4	4	4	4	4	4	4	4	30
Task 183 - Process Application for "Pre-Approved Equat"	2	2	2	2	2	2	2	2	2	2	18
Task 184 - Review CM/RISK Cost Proposal	2	2	2	2	2	2	2	2	2	2	18
Task 186 - Prepare Contingency Documents	0	12	0	0	0	0	0	0	0	0	12
DESIGN PHASE SERVICES SUB-TOTAL											
	14	64	12	144	136	60	0	0	0	24	484
CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES											
SECTION 200 - PROJECT ADMINISTRATION SERVICES DURING CONSTRUCTION											
Task 210 - Representation on Behalf of the City	4	0	0	0	0	0	0	0	0	0	16
Task 220 - Administer the Construction Schedule	2	0	0	0	0	0	0	0	0	0	8
Task 230 - Review Contractor's Submittals and Test Results	2	0	0	0	0	0	0	0	0	0	8
Task 240 - Issue Interpretations and Clarifications	2	0	0	0	0	0	0	0	0	0	8
Task 250 - Certify Construction Progress Payments	2	0	0	0	0	0	0	0	0	0	8
Task 260 - Submittal and Final Completion Inspections	6	0	0	0	0	0	0	0	0	0	24
SECTION 300 - ENGINEERING SERVICES AFTER CONSTRUCTION											
Task 320 - Minor Changes, Change Order Requests, and Change Orders	2	2	2	2	2	2	2	2	2	2	18
Task 340 - Record Drawings and Project Documents	0	0	0	0	0	0	0	0	0	0	0
SECTION 400 - INSPECTION SERVICES DURING CONSTRUCTION											
Task 410 - Field Administration	2	2	2	2	2	2	2	2	2	2	18
Task 420 - On-Site Inspection and Review of Work	2	2	2	2	2	2	2	2	2	2	18
Task 430 - Review Pre- and Post-Rehabilitation CCTV Videos	2	2	2	2	2	2	2	2	2	2	18
Task 450 - Punch List Review / Project Completion	2	2	2	2	2	2	2	2	2	2	18
CANAL TOTAL											
	8	6	0	66	124	66	0	0	0	4	218

EB

EXHIBIT C
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 D
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).

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 _____

Sanitary Sewer Collection System Rehabilitation Phase I – Western Canal
Project No. 3207101A

I hereby certify that _____ (name of company) currently has, and all of its major subcontractors/sub-consultants, defined as doing work in excess of \$30,000.00, will have, during the course of this contract, health insurance for all employees working on this project and will offer health insurance coverage to eligible dependents of such employees, as defined in the accompanying Guidelines. The company's health insurance is as follows:

Name of Insurance Company: _____

Type of Insurance (PPO, HMO, POS, INDEMNITY): _____

Policy No.: _____

Policy Effective Date (MM/DD/YY): _____

Policy Expiration Date (MM/DD/YY): _____

Signed and dated at _____, this _____ day of _____, 2016.

General Contractor/Prime Consultant

By: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

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

Notary Public

My commission expires:

City of Tempe

Guidelines for Implementation of Health Insurance

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

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

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

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