

AGREEMENT
TO PROVIDE SERVICES/SUPPLIES PURSUANT TO A
COOPERATIVE PURCHASING CONTRACT

This Agreement hereinafter (“Contract”) is made and entered into on this ____ day of _____, 2018 (“Effective Date”), by and between the Town of Paradise Valley, Arizona, a municipal corporation, hereinafter designated as the “**Town**” and Project Engineering Consultants, an Arizona limited liability company hereinafter designated as the “**Contractor**.”

Recitals:

A. Contractor has contracted with the City of Scottsdale to provide sanitary assessment and renewal work pursuant to the cooperative purchasing terms in the City of Scottsdale City Services Contract in response to Proposal No. 16R9029 Sewer Condition Assessment and Renewal Planning Program Support Services, see attached **Exhibit A**, hereinafter the “Cooperative Purchasing Contract;” and

B. Pursuant to A.R.S. § 41-2631 et seq. and Town of Paradise Valley Resolution No. 1205, the Town has authority to utilize cooperative purchasing contracts of State of Arizona public agencies and public procurement units, including Mohave Educational Services Cooperative, Inc., and engage contractors under the terms thereof.

CONTRACTOR AND THE TOWN, FOR THE CONSIDERATION
HEREINAFTER SET FORTH, PROMISE, COVENANT AND AGREE AS FOLLOWS:

1. Scope of Work.

1.1 Contractor shall provide the following services, materials and/or equipment: inspection of approximately 715 sanitary sewer manholes to storm sewer inserts and documentation and removal of said inserts, attached hereto as **Exhibit B**, and incorporated herein by this reference (“Scope of Work”). As used in this Contract, all references to the City of Scottsdale shall mean the Town of Paradise Valley, Arizona.

1.2 Contractor shall comply with all specific requirements and/or options of the Town, as specified in **Exhibit C** attached hereto and incorporated herein by reference.

2. Completion of Work. The Contractor shall complete all work set forth in the Scope of Work on or before September 28, 2018.

3. Payment. The Contract Fee is not to exceed \$47,467. Payment to the Contractor for the services, materials and/or equipment provided, shall be made in accordance with the price list and terms set forth in the Cooperative Purchasing Contract.

4. Terms of Cooperative Purchasing Contract Apply. All provisions of the Cooperative Purchasing Contract documents are incorporated in and shall apply to this Contract as though fully set forth herein, except as otherwise provided for in this Contract.

5. Contract Term and Renewal. The term of this Contract shall commence upon the Effective Date and continue through June 30, 2019. The term of this Contract, including renewal periods, is limited to the end date of the Cooperative Purchasing Contract and the total length of the contract shall not exceed sixty (60) months. If this Contract is renewed, the Contract fee shall be adjusted as provided for in the Cooperative Purchasing Contract.

6. Certificates of Insurance. All insurance provisions of the Cooperative Purchasing Contract shall apply, including without limitation, the requirement to name the Town as an additional insured. Prior to commencing work under this Contract, Contractor shall furnish the Town with Certificates of Insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s) as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _____, 201____.

TOWN OF PARADISE VALLEY:

CONTRACTOR:

By: _____
Kevin Burke
Town Manager

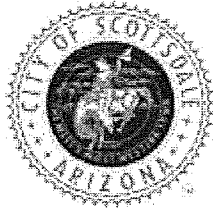
By: _____
Title: _____

ATTEST:

APPROVED AS TO FORM

Town Clerk

Andrew Miller
Town Attorney



CITY OF SCOTTSDALE CITY SERVICES CONTRACT

THIS CONTRACT is entered into by and between the City of Scottsdale, an Arizona Municipal Corporation, the "City", and Project Engineering Consultants, Ltd, (PEC), the "Contractor".

WITNESSETH

The City desires to contract with PEC to provide support to the CITY for the Sewer Collection System Assessment and Renewal Program. The purpose of this project is to assist Scottsdale Water staff in refining its long-term Plan and in executing the sewer pipeline and manhole assessment portion of the plan.

The Contractor is duly qualified to perform the requested non-professional services;

In consideration of the mutual promises and obligations, the parties agree as follows:

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Contractor will act under the authority and approval of the Contract Administrator for the City, named below, to provide the services required by this Contract.

1.1 SERVICE DESCRIPTION

The specific work items are detailed in the attached **Scope of Work**, labeled Exhibit A.

The entire Request for Proposal No. **16RP029** identified as **SEWER CONDITION ASSESSMENT AND RENEWAL PLANNING PROGRAM SUPPORT SERVICES** is incorporated herein by this reference as fully as if written out below. Contractor's proposal submitted in response to Request for Proposal Number **16RP029** and dated **September 8th, 2016** is incorporated herein by this reference as fully as if written out below. If any provision incorporated by reference from the Request for Proposal conflicts with any provision of the Contractor's proposal, the provision of the Request for Proposal will control. If any provision of the Contractor's proposal, including but not limited to any limitation of liability or disclaimer of warranty language, conflicts or is in any way inconsistent with any provision of this Contract, this Contract will control.

1.2 ACCEPTANCE AND DOCUMENTATION

- A. Each task will be reviewed and approved by the Contract Administrator to determine acceptable completion.
- B. The City will provide all necessary information to the Contractor for timely completion of the tasks specified in Section 1.1 above.

- C. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be and will remain the property of the City and must be delivered to the Contract Administrator before final payment is made to the Contractor.

2.0 BILLING RECORDS, AUDIT, FEES

2.1 BILLING RECORDS, AUDIT

The time spent for each task must be recorded and submitted to the Contract Administrator. Contractor must maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make these materials available for audit by the City in accordance with Section 4.7 of this Contract.

2.2 FEE SCHEDULE

The total amount paid to Contractor inclusive of all expenses incurred under this Contract will not exceed **\$2,794,725.00**. Contractor shall invoice on a progress basis for work acceptably completed per the **Task-Fee Schedule** as shown below in **Table 1** and **Table 2**. The Contractor shall submit regular work in progress billings for services rendered together with applicable documentation as directed by the Contract Administrator. Amounts indicated in this Section 2.2 represent the entire amounts payable under this Contract. Additional expenses will not be authorized without approval of a formal Change Order. Attached Exhibit B provides a detailed hour and fee breakdown of the project tasks, subtasks, and allowances. Exhibit B is provided for reference and guidance only and is not intended to guide invoicing.

Invoice Task Code = Program Year Scope of Work Task#		Table 1. Project Tasks ⁽¹⁾
Year 1		Maximum Amount Payable
1.1	Project Management	\$26,191.00
1.2	Review Current Assessment Prioritization & Develop 3 Year Plan (1st Year Only)	\$71,240.00
1.3	Manage 3 Year Condition Assessment	\$221,144.00
1.3A	Pipeline Inspection Services	\$142,296.00
1.3B	Manhole Inspection Services	\$24,150.00
1.4	4 Month Milestone and Annual Reports	\$121,906.00
1.5	GIS Services	\$70,711.00
Year 2		
2.1	Project Management	\$26,191.00
2.3	Manage 3 Year Condition Assessment	\$221,144.00
2.3A	Pipeline Inspection Services	\$142,296.00
2.3B	Manhole Inspection Services	\$24,150.00
2.4	4 Month Milestone and Annual Reports	\$121,906.00

2.5	GIS Services	\$35,356.00
Year 3		
3.1	Project Management	\$26,191.00
3.3	Manage 3 Year Condition Assessment	\$221,144.00
3.3A	Pipeline Inspection Services	\$142,296.00
3.3B	Manhole Inspection Services	\$24,150.00
3.4	4 Month Milestone and Annual Reports	\$121,906.00
3.5	GIS Services	\$35,356.00
Subtotal Table 1 ⁽²⁾		\$1,819,724
(1) As defined in the scope of work. (2) This is the lump sum contract amount authorized to be paid on a progress basis to the Contractor for the defined program services as they are completed in accordance with the scope of work and contract.		

Invoice Task Code = Program Year Scope of Work Task#	Table 2. Additional Services & Project Allowances ⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾	
Year 1		Maximum Amount Payable
1.3X	Additional Pipeline Inspection and Evaluation	\$75,000.00
1.3Y	PEC Additional Task Allowance	\$20,000.00
1.3Z	Pipe Cleaning Services, Subcontractor	\$230,000.00
Year 2		
2.3X	Additional Pipeline Inspection and Evaluation	\$75,000.00
2.3Y	PEC Additional Task Allowance	\$20,000.00
2.3Z	Pipe Cleaning Services, Subcontractor	\$230,000.00
Year 3		
3.3X	Additional Pipeline Inspection and Evaluation	\$75,000.00
3.3Y	PEC Additional Task Allowance	\$20,000.00
3.3Z	Pipe Cleaning Services, Subcontractor	\$230,000.00
Subtotal Table 2		\$975,000
(1) Pipe cleaning is at the Contractor's discretion or as directed by the CA or designee. Pre-notification of the CA via email is required for each cleaning activity directed by the Contractor. (2) All other allowances require pre-authorization of the CA and formal definition of the task by the City and Contractor. (3) All allowances to be billed per time and materials at contract rates. Non-professional services only. Additional allowances are conditional to the program's needs and are not included in the lump sum portion of the contract. (4) Additional services and project allowances are defined in the scope of work.		
TOTAL (TABLE 1 + TABLE 2)		\$2,794,725

ADDITIONAL SERVICE RATES (as detailed in the Scope of Work, Exhibit A)

- Cleaning of Pipes: \$1.04 per foot for pipelines 8 to 15 inches in dia., with minimum call-out footage of 1,500 feet.
- Cleaning of Pipes: \$2.25 per foot for pipelines 15 to 36 inches in dia., with minimum call-out footage of 2,000 feet.

- Resurvey of Abandoned Surveys (MSAs) (Applies to re-inspection and re-evaluation of pipeline section and associated manholes): \$350 flat fee plus \$3.31 per lineal foot.
- Additional Pipeline Inspections and Evaluations (Applies to pipeline only): \$2.66 per lineal foot.
- Additional Manhole Inspections and Evaluations: \$360 per manhole.
- Additional Services Year 4: \$3.44 per foot. Note: This is a full-service rate and includes:
 - Pipeline and manhole inspection and evaluation (includes 10 manholes per mile)
 - 4% escalation from Year 1-3 base full-service rate
 - Efforts for Tasks 1, 3, 4, and 5 are included in this full-service rate
- Additional Services Year 5: \$3.58 per foot. Note: This is a full-service rate and includes:
 - Pipeline and manhole inspection and evaluation (includes 10 manholes per mile)
 - 4% escalation from Year 4 base full-service rate
 - Efforts for Tasks 1, 3, 4, and 5 are included in this full-service rate

2.3 PAYMENT APPROVAL

All charges must be approved by the Contract Administrator before payment. An example of an acceptably organized and formatted invoice is attached with this contract as Exhibit C.

2.3.1 PAYMENT TERMS

The City of Scottsdale's payment terms are payment within thirty (30) days after approval by Contract Administrator. In no event will payment be made prior to receipt of an original invoice containing invoice and proper reference numbers. The City is not liable for delays in payment caused by failure of the vendor or contractor to send invoice to the address specified below:

City of Scottsdale
Accounts Payable
7447 E. Indian School Road, Ste 210
Scottsdale, Arizona 85251-4468

2.4 PRICE ADJUSTMENT

As described in the attached **Scope of Work** for optional years 4 and 5. Other cost adjustment requests will be considered but their approval is at the sole discretion of the City.

3.0 TERM, EXTENSION, TERMINATION

3.1 TERM AND EXTENSION

The term of this Contract shall be for a period of **42 months from the date of contract execution**. In the event that any tasks specifically defined in the **Scope of Work** remain incomplete after the specified **42 month term**, continuation of this Contract period will be subject to written approval by the Contract Administrator. The City and Contractor may mutually agree to extend the term of this Contract up to an additional **18 months** based upon the recommendation of the Contract Administrator and concurrence of the Purchasing Director. The attached **Scope of Work** describes the tasks to be completed if the Contract is extended for up to an additional **18 months**. The additional **18 months** are generally referred to as years 4 and 5 in the **Scope of Work**. The total term of contract shall not exceed 60 months.

3.2 TERMINATION

Termination for Convenience: City reserves the right to terminate this contract or any part of this contract for its sole convenience with 30 days' written notice. In the event of any termination, Contractor must immediately stop all work, and must immediately cause any of its suppliers and Subcontractors to cease all work. As compensation in full for services performed to the date of any termination, the Contractor will receive a fee for the percentage of services actually completed. This fee will be in the amount to be mutually agreed upon by the Contractor and the City, based on the agreed Scope of Work. If there is no mutual agreement, the Contract Administrator will determine the percentage of completion of each task detailed in the Scope of Work and the Contractor's compensation will be based upon this determination. The City will make this final payment within 60 days after the Contractor has delivered the last of the partially completed items. Contractor will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or Subcontractors, which Contractor could reasonably have avoided.

Cancellation for Cause: City may also cancel this contract or any part of this contract with 7 days' notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this contract. Unsatisfactory performance as judged by the Contract Administrator or failure to provide City, upon request, with adequate assurances of future performance are all causes allowing City to cancel this contract for cause. In the event of cancellation for cause, City will not be liable to Contractor for any amount, and Contractor will be liable to City for any and all damages sustained by reason of the default which gave rise to the cancellation.

In the event Contractor is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Contractor.

If the City improperly cancels the Contract for cause; the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of this Section 3.2.

3.3 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges under this contract, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Contractor at least 30 days prior to the end of its current fiscal period and will pay to the Contractor all approved charges incurred through the end of this period.

4.0 GENERAL TERMS

4.1 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 ARIZONA LAW

This Contract is governed and interpreted according to the laws of the State of Arizona.

4.3 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract must be in writing and will be effective only after approval of all parties signing the original Contract.

4.4 ASSIGNMENT

Services covered by this Contract may not be assigned or sublet in whole or in part without first obtaining the written consent of the Purchasing Director and Contract Administrator.

4.5 SUCCESSORS AND ASSIGNS

This Contract extends to and is binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which Contractor sells its assets.

4.6 CONTRACT ADMINISTRATOR

The Contract Administrator for the City is **Levi Dillon** or designee. The Contract Administrator will oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, approve payments, establish delivery schedules, approve addenda, and assure Certificates of Insurance are in City's possession and are current and conform to the contract requirements. The Contractor will channel reports and special requests through the Contract Administrator.

4.7 RECORDS AND AUDIT RIGHTS

Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence considered necessary by the City to substantiate charges and

claims related to this contract are open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of the cost of the work, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees in accordance with the terms of the contract. The City's authorized representative must be given access, at reasonable times and places, to all of the Contractor's records and personnel in accordance with the provisions of this article throughout the term of this contract and for a period of 3 years after last or final payment.

Contractor must require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this Section by insertion of these contract requirements in a written contract agreement between Contractor and payee. These requirements will also apply to any and all Subcontractors.

If an audit in accordance with this Section, discloses overcharges, of any nature, by the Contractor to the City in excess of 1% of the total contract billings, the actual cost of the City's audit will be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any audit or inspection of the Contractor's invoices and/or records will be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.

4.8 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will be considered to have accrued on the commencement of the action and will be enforceable whether or not the action is prosecuted to judgment.

4.9 INELIGIBLE BIDDER

The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

4.10 INDEPENDENT CONTRACTOR

The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City will not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a Contractor to any other party to the contract with respect to the subject matter of the contract. The cancellation will be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time (A.R.S. §38-511).

4.12 NOTICES

All notices or demands required to be given in accordance with the terms of this Contract must be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses stated below, or to any other address the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor:

Project Engineering Consultants (PEC)
2310 West Mission Lane, Suite 4
Phoenix, AZ 85021
Attention: Steve Mortenson
Office: 602-906-1901
Fax: 602-906-3080

In the case of City:

City of Scottsdale
9379 E. San Salvador Drive
Scottsdale, AZ 85258
Attention: Levi Dillon
Office: 480-312-5319

Notices will be considered received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

4.13 FORCE MAJEURE

Neither party will be responsible for delays or failures in performance resulting from acts beyond their control. These acts include, but are not limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

4.14 TAXES

Contractor will be solely responsible for any and all tax obligations which may result from the Contractor's performance of this contract. The City will have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.15 ADVERTISING

No advertising or publicity concerning the City using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the City of Scottsdale Contract Administrator and by the City Attorney.

4.16 COUNTERPARTS

This contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract will be considered to possess the full force and effect of the original.

4.17 CAPTIONS

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.18 SUBCONTRACTORS

During the performance of the Contract, the Contractor may engage any additional Subcontractors as may be required for the timely completion of this Contract. The approval of the City must be obtained before the addition of any Subcontractors that were not included in the Contractor's original RFP proposal.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor.

4.19 CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the contract. If any changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment will be authorized by written Change Order.

The City will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code.

4.20 CO-OP USE OF CONTRACT

In addition to the City of Scottsdale, this Contract may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

4.21 COMPLIANCE WITH FEDERAL AND STATE LAWS

The Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it.

4.22 IMMIGRATION LAW COMPLIANCE

Under the provisions of A.R.S. §41-4401, the Contractor warrants to the City that the Contractor and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Contractor and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Contractor or any of its subcontractors will be considered a material breach of this Contract and may subject the Contractor or Subcontractor to penalties up to and including termination of this Contract or any subcontract. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

The City retains the legal right to inspect the papers of any employee of the Contractor or any subcontractor who works on this Contract to ensure that the Contractor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty. The Contractor agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

4.23 LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS

Arizona State law A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a contract and apply for public benefit must demonstrate through a signed affidavit and the presentation of a copy of documentation that they are lawfully present in the United States.

PERSONS is defined as all NATURAL PERSONS / INDIVIDUALS / SOLE PROPRIETORSHIPS as indicated by your W9 Filing. *(This law does not apply to LLP's, LLC's, PLLC's, Corporations Limited Partnerships or General Partnerships)*

By submitting your quote, bid, proposal and/or indicating your desire to enter in a contract with the City you are agreeing that if you are selected as the awardee and meet the criteria as a PERSON you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of your documentation in proof of that statement. Types of acceptable documentation copies are an Arizona Driver's License issued after 1996, Arizona nonoperating identification license, U.S. birth certificate, U.S. Passport, I-94 Form with photograph and several others that are all listed on the Affidavit form that the City will send to you for your completion before issuing any contract.

If you have previously done business with the City and already have filed the above Affidavit with copies of an acceptable documentation please indicate date of submittal. If your acceptable Affidavit is already on file with the City, that filing satisfies this requirement.

If you fail to complete and provide a completed Affidavit and accompanying acceptable copy of your documentation, or not advise us of your prior filing within 10 calendar days of being requested by then you may be considered non responsive and disqualified from that award consideration. You can obtain the complete Affidavit form from the Purchasing Department at (480) 312-5700 or the Purchasing web site at <http://www.scottsdaleaz.gov/Purchasing> on the lower right side of the page under Forms.

4.24 ISRAEL BOYCOTT PROHIBITION

By submitting a quote/proposal/bid and/or entering into a contract with the City, the vendor/company certifies that they are not currently engaged in and agrees for the duration of the contract to not engage in a boycott of Israel as defined in A.R.S. § 35-393.

4.25 NO PREFERENTIAL TREATMENT OR DISCRIMINATION

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

4.26 INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, must defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

Insurance provisions stated in this contract are separate and independent from the indemnity provisions of this paragraph and will not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph will not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.27 CONTRACTOR ON SITE SAFETY REPORTING REQUIREMENTS

For any non-construction City supplier whose service contract(s) (either singular or in aggregate) results in the contractor working 500 or more hours on site at a City of Scottsdale location(s) in any one calendar quarter, the following documentation must be provided by the contractor to the Contract Administrator (CA):

- the contractor's most recent OSHA 300A (if applicable);
- all accident reports for injuries that occurred in the city under the contract during the most recent review period;
- the contractor's current worker's compensation experience modifier;
- the above information is to be provided to the CA initially and every February thereafter as long as the contract is in force;
- the CA will provide this information to Risk Management when requested.

5.0 INSURANCE

A current standard Acord Certificate is acceptable.

Failure to provide an appropriate Certificate of Insurance will result in rejection of your certificate and delay in Contract execution.

Additionally, Certificates of Insurance submitted without referencing an RFP and Contract number will be subject to rejection and returned or discarded.

5.1 Insurance Representations and Requirements

5.1.1 General: Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, Contractor must purchase and maintain, at its own expense, this Contract's stipulated minimum insurance with insurance companies properly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

5.1.2 No Representation of Coverage Adequacy: By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect Contractor. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements required by in this Contract but has no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency does not relieve Contractor from, nor be construed or considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

5.1.3 Coverage Term: All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

5.1.4 Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract, and can never be after

the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

5.1.5 Policy Deductibles and or Self-Insured Retentions: The policies stated in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Any deductibles or self-insured retention are not applicable to the policy limits provided to City of Scottsdale. Contractor is solely responsible for any deductible or self-insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of any deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

5.1.6 Use of Subcontractors: If any work under this agreement is subcontracted in any way, Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements stated in this Contract protecting City of Scottsdale and Contractor. Contractor will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

5.1.7 Evidence of Insurance and Required Endorsements: Before beginning any work or services under this Contract, Contractor must furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Contract and provide the required coverage, conditions, and limits of coverage and that any coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage but any acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it will be Contractor's responsibility to forward renewal Certificates within 10 days after the renewal date containing all the aforementioned insurance provisions. Certificates will specifically cite the following provisions endorsed to the Contractor's policy:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
2. Contractor's insurance must be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.
4. If the Contractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

5.2 Required Coverage

5.2.1 Commercial General Liability: Contractor must maintain “occurrence” form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be “follow form” equal or broader in coverage scope than underlying.

5.2.2 Vehicle Liability: If any vehicle is used in the performance of the Scope of Work that is the subject of this Contract, the Contractor must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be “follow form” equal or broader in coverage scope than underlying. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage.

5.2.3 Workers Compensation Insurance: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor’s employees engaged in the performance of work or services under this Contract and must also maintain Employers’ Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

6.0 *SEVERABILITY AND AUTHORITY*

6.1 *SEVERABILITY*

If any term or provision of this Contract is found to be illegal or unenforceable, then despite this illegality or unenforceability, this Contract will remain in full force and effect and that term or provision will be considered deleted.

6.2 *AUTHORITY*

Each party warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

7.0 *REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM*

Upon request, the Contractor shall provide the required I.R.S. W-9 Form which is available from the IRS website at www.IRS.gov under their forms section.

8.0 DONATIONS

No donations allowed. To avoid the appearance of impropriety, Contractor shall not make any donation to the City, of any goods or services during the term of this Agreement, unless it has specifically been approved by the City Manager or designee.

CITY OF SCOTTSDALE

CONTRACTOR:

PROJECT ENGINEERING CONSULTANTS, LTD
Company Name

By: [Signature]
Signature

STEVEN L. MORTENSEN
Printed Name

PRESIDENT
Title

2310 W. MISSION LANE #4
Company Address
PHOENIX, ARIZONA 85021

CITY CONTRACT ADMINISTRATOR:

By: [Signature]
Levi Dillon
Senior Water Resources Engineer

CITY OF SCOTTSDALE REVIEW:

By: [Signature]
James Flanagan
Purchasing Director

By: [Signature]
Katherine Callaway
Risk Management Director

APPROVED AS TO FORM:

Bruce Washburn, City Attorney

By: [Signature]
William Hylen
Senior Assistant City Attorney

Exhibit A

Scope of Work City of Scottsdale – Water Department On-Call Sewer Condition Assessment and Renewal Planning Program Support Services Project No. #16RP029

Project Engineering Consultants, Ltd, (PEC) (CONTRACTOR) will be the prime contractor to the CITY of Scottsdale (CITY), Water Department for this project. For this project PEC will provide support to the CITY for the Sewer Collection System Assessment and Renewal Program. The purpose of this project is to assist Scottsdale Water staff in refining its long-term Plan and in executing the sewer pipeline and manhole assessment portion of the plan. The CITY's sewer infrastructure is comprised of roughly 1,300 miles of 4" to 39" pipe and 32,000 manholes. The pipe material includes but is not limited to VCP, PVC, ACP, ABS, ductile iron, and RCP. Roughly 120 miles of 14-inch through 39-inch pipe exist of which about 22 miles have already been assessed to date. It is anticipated that the CITY still needs to assess and process roughly 100 miles of critical sewer pipe and approximately 1000 manholes. There is an additional 72 miles of 10-inch and 12-inch pipeline consisting of about 700 additional manholes. A portion of this intermediate diameter pipeline may ultimately also require assessment. PEC's expected work for this project will include the tasks as enumerated below. The CONTRACTOR will complete a distance of approximately 35 miles of the critical pipeline assessments and the corresponding manhole assessments in each of the three (3) initial contract years (each year representing approximately one third of the total initial 3 year plan to be developed).

Task 1: Project Management

The CONTRACTOR shall attend to and maintain the project budget and schedule; lead periodic regular meetings and any additional meetings as requested by the CITY; set agendas and prepare and distribute meeting minutes.

- 1.1 Management: CONTRACTOR shall manage, monitor and review work progress and budget of project team including subcontractors or subconsultants.
- 1.2 Monthly Invoices: CONTRACTOR shall prepare and submit to the CITY monthly invoices including a brief written narrative of work completed the previous month, dollars billed to each scope task as outlined in the Contract, an updated schedule, and actual and projected budgets.
- 1.3 Meetings & Conference Calls: The CONTRACTOR shall participate in meetings for the project to inform, consult with and provide information to the City of Scottsdale. Meetings shall include:
 - a. Kickoff Meeting: Meeting to define milestones, respective responsibilities, coordination contacts between CITY and CONTRACTOR, and progress meeting format and dates.
 - b. Progress Meetings: CONTRACTOR shall participate in monthly progress meetings with CITY staff, generally to be held at the CITY offices. These meetings are other than the milestone and annual memorandum meetings. The purpose of the monthly progress meeting is to provide an opportunity for CONTRACTOR and CITY to review progress of the work, present and discuss interim results, anticipate and mitigate any performance concerns and address other issues. Within two weeks of the notice-to-proceed, CONTRACTOR shall prepare for CITY's review a

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proposed standard progress meeting agenda and written meeting minutes format. CITY shall provide comments to CONTRACTOR within one week following submittal of the proposed meeting agenda and meeting minutes format. CONTRACTOR shall prepare meeting minutes for each monthly progress meeting. Meeting minutes shall be prepared and submitted to all meeting attendees in draft form within two working days following the meeting. Any comments shall be due back to CONTRACTOR within two working days following receipt of draft meeting minutes. If there are no comments the minutes shall be accepted.

- c. Other Meetings: The CONTRACTOR shall prepare and distribute meeting minutes for all meetings with the CITY, summarizing agreements reached and actions required.
- 1.4 Quality Assurance Reviews: The CONTRACTOR shall perform periodic quality reviews of the work progress as required to ensure that the project scope is achieved. The CONTRACTOR shall review and edit all deliverables in-house for quality assurance prior to submittal to the CITY
- 1.5 Coordination: The CONTRACTOR shall coordinate all subcontracted work required for the execution of this project, including proposed schedule, areas of work, pipeline cleaning, and digital video scanner (DVS) operations with CITY and other appropriate jurisdictions.
- 1.6 Overall Project Schedule: The CONTRACTOR shall provide general schedule and updates to the plan related to individual task orders per the scope of work as-needed and on a regular basis, as described herein, for the duration of the contract.

Task 2: Develop 3-Year Assessment Plan

The CONTRACTOR shall develop a 3-Year Assessment Plan (Plan) for the most critical sewers in the City of Scottsdale. Critical sewers are generally defined as 15-inch diameter and larger but some 10-inch and 12-inch diameter pipelines may also be included as well as smaller sizes if the sewer has been determined to be sufficiently critical in nature. Criticality can be a function of multiple factors. Development of the Plan should include a review of the CITY's current assessment prioritization strategy/methodology and plan and collaboration with the CITY to create an ambitious, yet reasonable, assessment plan (Plan) to complete the assessment of the CITY's remaining critical sewer collection system infrastructure within the next 3 years. The CONTRACTOR shall document this plan in a memorandum to be delivered to the CITY. The due date for submittal of the 3-Year Plan shall be the contract effective date plus 3 months.

- 2.1 The CONTRACTOR shall meet with water department and other key CITY staff and outside vendors (if required) to collect information and data related to the CITY sewer facilities. The CONTRACTOR shall develop the 3-year plan with

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concurrence of the CITY and based on the knowledge of the CITY staff and the previously developed City of Scottsdale Wastewater Condition Assessment, Maintenance and Renewal Program.

- 2.2 The CONTRACTOR shall review progress to-date of CITY sewer assessment program and existing CITY information including GIS data and relevant InfoMaster Sewer data and incorporate that information into the 3-Year Plan.
- 2.3 The plan should assume that each typical individual assessment (task order) is 2 to 5 miles and that multiple task orders can occur simultaneously. Assessments shall be planned using a logical approach and will not result in the undue burden of having to mobilize and demobilize for short segments in distant sections of the CITY. However, the CITY requires that, for effective coordination with CITY staff, review, and sequential incorporation of the assessment into the CITY's system, one third of each of the yearly assessment plans must be completed prior to starting the next one third year's assessment. Once the entire current year's assessments are finalized and delivered to the CITY the following year's assessment can begin.
- 2.4 The CONTRACTOR shall develop and prepare a memorandum that outlines the 3-Year Plan to assess the remaining critical sewers. The memorandum shall provide the information and follow the format listed in the task deliverables below:

Task Deliverables:

- a. Six hard copies and a digital bookmarked PDF copy of the Draft 3-Year Plan. The draft plan will present the proposed plan developed in this task for the assessment of the CITY's critical sewer pipelines and manholes. The CITY will have up to two weeks to review the Plan and provide comments. The Final Memorandum shall be updated with the CITY Comments and submitted to the CITY.
- b. Six hard copies and a digital bookmarked PDF copy of the Final 3-Year Plan. The final memorandum shall include comments and responses from the draft memorandum. The Final memorandum shall be delivered to the CITY within three weeks after CONTRACTOR receives all draft Plan comments and resolves all comments.
- c. The CONTRACTOR shall provide the Draft and Final 3-Year Plan Memoranda in digital format as an indexed PDF file. The Draft and Final memorandum shall include six bound hard copy and one electronic pdf copy (bookmarked to the sections defined in the Plan). The format of the 3-Year Plan shall be as follows:
 - 1. Table of contents

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2. Introduction/purpose
3. Large scale overall CITY map showing pipelines to be assessed, plan year, and priority.
4. Summary of pipeline and manhole assessment progress to-date, and include as much of the assessment work completed up to the contract execution date.
5. The final plan shall be separated into the three distinct years and shall be prioritized by pipeline risk per InfoMaster risk model and other applicable info agreed upon by the CITY. The Plan shall include for each of the three years:
 - i. Overall assessment map(s) in the form of aerial GIS satellite maps in 11X17 format with sufficient detail to indicate each individual planned assessment task order.
 - ii. Tables that provide the details of each assessment task order including:
 - Tabular breakdown of each task order by total length, material, diameter, and expected time required to complete the specific assessment task order given the potential complexity.
 - A summary table and a Gantt chart for each year of the plan shall be provided that will detail the key information for each year including each assessment start date, various phase durations, completions dates, deliverable dates, opinions of assessment cost, and estimated final completion dates.

Task 3: Manage Condition Assessment

Task Understanding

The CONTRACTOR shall manage the condition assessment including the field planning, inspection and coordination process, assessment execution, progress, final deliverables, and subcontractor(s). The purpose shall be to deliver sewer pipeline and manhole assessment documentation as outlined in the 3-Year Plan for integration into the CITY's asset management program.

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- 3.1 The CONTRACTOR shall coordinate with Scottsdale Water staff as needed to refine the specific plan or plans for the sewer reaches and manholes to be assessed by using the CITY's InfoMaster Sewer Software as a base, planning and executing the assessments, rating the infrastructure using the CITY specified NASSCO certification system, and delivering a final assessment delivery package based on specific CITY requirements. The CONTRACTOR shall begin Task 3 only upon the completion of Task 2, i.e. roughly the contract execution date plus three months, unless directed otherwise by the CITY contract administrator. The CONTRACTOR shall provide the following assessment program support services and satisfy specific requirements as follows:
- a. The CONTRACTOR shall develop individual task order 11x17 maps (draft and final) of sufficient detail and clarity to guide the camera inspection vendor and the overall team in identifying the selected sewer lines and manholes to be assessed. These shall be equivalent to Exhibit #3 included in the CITY's RFP. Note that these are expected to be of higher detail and resolution than the maps provided in Task 2.
 - b. The CONTRACTOR shall provide appropriate QA/QC forms for each task order assessment completed.
 - c. The CONTRACTOR shall take responsibility for confirming for each inspection that no undue disruption in private, public, or municipal activities occurs and that necessary safe guards or precautions have been planned for and will be implemented. Items that must be considered include traffic control and safety, maintaining home and business access, keeping the area/public informed of upcoming and in-progress activities, appropriate access to reduce or eliminate potential property damage, and noise/time of work considerations.
 - d. The CONTRACTOR shall take the lead in independently coordinating each assessment with other relevant CITY departments (e.g. traffic, streets) or public/private entities. CITY staff will assist with coordination where applicable and reasonable.
- 3.2 Pre-Inspection Walk-through: Throughout the inspection period, a preinspection walk-through shall be conducted by the CONTRACTOR prior to the start of inspection of any segment. This field inspection shall be conducted to:
- a. Locate all manholes within the segment of sewer to be inspected. The CITY shall provide assistance in locating or providing access to manholes that CONTRACTOR is unable to locate or manholes that are inaccessible.
 - b. Paint the unique identification number adjacent to each manhole so that it can be properly identified and logged during inspection operations.

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- c. Identify access and traffic control issues.
 - d. Identify issues to be addressed by CITY maintenance staff, or other CITY departments, prior to inspection.
 - e. Identify any other agencies, jurisdictions or property owners that will need notification.
 - f. Verify the inspection access conditions and formulate an access plan, or facilitate access coordination, for the inspection subcontractor.
 - g. Relevant information gathered from the pre-inspection walk will be added to the previously prepared draft task order maps to provide final documentation and guidance for the inspection. Examples: additional manholes discovered, differing pipe diameters, or notable access limitations.
- 3.3 The CONTRACTOR shall subcontract and coordinate with a qualified vendor to inspect pipelines via digital video scanner (DVS) equipment operated by NASSCO-PACP certified technicians. Video file from the DVS inspection (in electronic format) and inspection logs shall be prepared for each sewer line segment inspected. The CITY shall have access to inspection logs, pictures, etc. throughout the duration of the project by DVD or other digital storage device disk on an as requested basis. Pipeline cleaning of the invert, grease buildup on walls and crown, or debris in the pipe may be required prior to DVS inspection work. Cleaning shall be done on an as-needed basis and will be paid for as outlined in **Allowance for Additional Services and Unforeseen Project Tasks**.
- 3.4 The CONTRACTOR, using NASSCO PACP certified reviewers, shall review all pipeline DVS inspections. Each inspection shall be reviewed to ensure that adequate information has been collected; defects are coded correctly to evaluate the existing condition of the pipeline. All pipeline inspections shall comply with Pipeline Assessment Certification Program (PACP) NASSCO standards as designated by the City. The CONTRACTOR shall utilize the IBAK Panorama DVS camera systems (or equivalent CITY approved equal) for inspection of the pipelines. The inspection video and associated forms and graphically presented information for each manhole to manhole pipe segment shall be made computer accessible via a single digital executable file (i.e., an inspection viewer) and shall include the following information and features:
- a. Complete PACP Inspection forms for each manhole-to-manhole pipe segment.
 - b. Graphical representation of each manhole-to-manhole pipe segment indicating defects, reference distance, defect distance or length, direction of flow, direction of inspection, CITY manhole IDs, and relevant features.

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- c. High definition inspection video capable of being rotated 360 degrees on any axis at any point in the inspection and capable of viewing the pipe interior in camera perspective or as an “unfolded” two-dimensional representation of the pipe interior. The video shall be indexed accurately to distance as it progresses, making the video navigable and facilitating reference to specific distances.
 - d. Quick links to each individual defect or feature stationing within the video shall be provided.
- 3.5 The CONTRACTOR, using a NASSCO-MACP certified reviewer, shall field inspect each manhole and review the DVS video file for each manhole inspected. Each DVS inspection shall be reviewed to ensure that adequate information has been collected to evaluate the existing condition of the manhole. At the request of the CITY, special care shall be taken to document both the location and the condition of all manholes constructed of brick and mortar. The CONTRACTOR shall provide DVS utilizing IBAK Panorama camera systems (or equivalent CITY approved equal) for inspection of the manholes. The inspection video and associated forms and graphically presented information for each manhole shall be made computer accessible via a single digital executable file (i.e., an inspection viewer) and shall include the following information and features:
 - a. Complete MACP Inspection forms for each manhole.
 - b. Graphical representation of each manhole indicating defects, reference distance, defect distance or length, direction of flow, direction of inspection, CITY manhole IDs, and relevant features.
 - c. High definition inspection video capable of being rotated 360 degrees on any axis at any point in the inspection and capable of viewing the manhole interior in camera perspective or as an “unfolded” two-dimensional representation of the pipe interior. The video shall be indexed accurately to distance as it progresses, making the video navigable and facilitating reference to specific distances.
 - d. Quick links to each individual defect or feature stationing within the video shall be provided.

All pipeline and manhole assessments shall comply with Pipeline Assessment Certification Program (PACP) and Manhole Assessment Certification Program (MACP) NASSCO standards. The CITY has standardized on a specific NASSCO version 6.0.1. Both the inspection vendor and the CONTRACTOR shall collect and prepare all information delivered to the CITY in accordance with this NASSCO version.

- 3.8 In addition to the video inspection files, the CONTRACTOR shall provide a complete PACP and MACP exchange database file in MS Access format produced from NASSCO certified software (Pipelogix or equal) for each distinct

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assessment project (consisting of multiple pipe segments and manholes). The database must meet all the specific requirements of the CITY so that the assessment data can be successfully imported into the CITY's InfoMaster Sewer Software. The PACP and MACP exchange database information shall include all required NASSCO items including defect code data and scoring, correct links/paths to the single deliverable executable file (viewer), located on the CITY server, etc. The CONTRACTOR is required to have, or obtain, current NASSCO certified software with adequate licensing needed to both assign defect codes and assist with linking video and assessment data within the CITY's Land Information System (LIS) and Geographical Information System (GIS). The CONTRACTOR must test each task order deliverable to ensure that it can be effectively imported using InfoMaster into the CITY's GIS system. If corrections are needed the CONTRACTOR must make the necessary corrections to the inspection files or clearly direct the CITY on the necessary GIS changes needed to align the inspection files with the exchange database files.

- 3.9 The CONTRACTOR shall collaborate with CITY staff to review the condition assessment findings. The CONTRACTOR shall prepare and provide a report for the assessment progress completed every four months (see Task 4). The CONTRACTOR shall meet with the CITY and present the results and findings of the pipes assessed and review the pipe segments planned for assessment over the next four months. NOTE: The CONTRACTOR shall report emergency conditions found during the assessment to the CITY immediately.
- 3.10 The CITY may review all or a portion of the provided assessment information and deliverables and provide comments back. If the CITY finds multiple discrepancies, the Firm may be asked to revise the pipeline and manhole ratings and associated deliverables. If the discrepancies are large this re-work effort shall be at the Contractor's expense.

Task 4: 4-month Milestone and Annual Reports

The CONTRACTOR shall review the assessments for all pipeline segments and manhole assessments associated with the current year program and provide three intermediate reports and an annual final report for each of the three years in the plan. The CONTRACTOR shall use the findings from the assessment process to prioritize capital sewer projects. Immediate and short term projects identified through the assessment shall be reviewed and collaboratively agreed upon. The CITY can then modify its short and long term CIP as needed to properly address sewer pipelines and manholes in need of renewal.

- 4.1 The CONTRACTOR shall develop three concise assessment result and plan update summary memorandums (4-month Milestone Reports) each contract year. Both draft and final memorandums shall be provided. The CITY will have two weeks to review the draft and provide comments. The Final Memorandum shall be updated with the CITY Comments within two weeks and submitted to the CITY. The memorandums shall include the content and follow the format

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provided as described in the Task 4 Deliverable section. The estimated schedule, which may be modified by the CITY with reasonable notice to the CONTRACTOR, for the four month reports shall be the contract effective date plus 7 months, plus 11 months, plus 15 months, plus 19 months, etc.

- 4.2 The CONTRACTOR shall coordinate meetings at the end of each four month period with the submission of the memorandum. Other meetings may be required based on the findings of the assessment or the desires of the CITY. These will be coordinated by the CONTRACTOR as necessary.
- 4.3 The CONTRACTOR shall develop and deliver an Annual Assessment Results memorandum each contract year. A draft of the annual memorandum will need to be completed by **mid-March** each year and the final report completed by the **end of April** each year. The memorandum shall capture information from the milestone memoranda and expand upon it in several key ways. The annual memorandum shall include the content and follow the format as described in the Task 4 Deliverable section. The estimated schedule, which may be modified by the CITY with reasonable notice to the CONTRACTOR, for the annual memorandum report shall be the contract effective date plus 16 months, plus 28 months, plus 340 months, etc.

Task Deliverables:

- a. The CONTRACTOR shall provide the Draft and Final Milestone Memorandums in digital format as an indexed PDF file. The Draft of the Yearly Memorandum shall be delivered in digital format as an indexed PDF file. The Final of the Yearly Memorandum shall include six bound hard copies with an attached CD/DVD including an electronic pdf copy (bookmarked to the sections defined in the report).
 - i. The format/content of the Milestone (4 Month Reports) shall be as follows:
 - 1. Table of Contents
 - 2. Introduction/purpose
 - 3. Overall progress map of CITY and tables showing all assessment progress to date and highlighting most recent progress since last formal update. The original overall 3-year Plan Map shall be updated for this.
 - 4. Detailed maps of each final assessment task order completed since last 4-month milestone update. Each map should show NASSCO defect codes and quick rating score at a zoom level sufficient to distinguish most defects.

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Multiple map pages may be necessary for each assessment. An aerial background and common scale shall be provided for reference on the maps. Manhole numbers shall be called out on maps.

5. Maps indicating targeted pipeline or manhole renewals already completed since last update. This information shall be provided to the CONTRACTOR by the CITY.
 6. Summary table of prioritized pipeline rehabilitation segments based on both outstanding past assessments (not yet firmly scheduled for rehab) and the new assessments completed over the last 4-months. Include in the table the following:
 1. associated assessment task order
 2. upstream/downstream manhole IDs
 3. structural quick rating score
 4. relevant NASSCO defect codes.
 5. opinion of cost to replace or rehabilitate pipe segment
 7. Summary table of prioritized manholes based on both outstanding past assessments (not yet firmly scheduled for rehab) and the new assessments completed over the last 4-months. Include in the table the following:
 1. upstream/downstream
 2. manhole IDs
 3. structural quick rating score
 4. relevant NASSCO defect codes.
 5. opinion of cost to replace or rehabilitate manhole
- ii. The format of the Annual Memoranda shall be as follows:
1. Table of contents
 2. Introduction/purpose

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3. Overall progress map of CITY and tables showing all assessment progress to date and highlighting most recent assessment progress since last formal update. The original overall 3-year Plan Map shall be updated for this.
4. Revised final annual renewal priority plan and target renewal schedule list for both manholes and pipelines based on Program progress to-date and Program output (i.e. InfoMaster output). (one for pipe and a separate table for manholes). Each table shall include:
 - i. Associated task order
 - ii. Pipe section or manhole ID
 - iii. Rank by Program risk
 - iv. Defect code(s) and relevant NASSCO data
 - v. Recommended program action
 - vi. Scheduled renewal action, timing, and opinion of cost
 - vii. Updated assessment plan Gant chart
 - viii. Firm recommendation of either Program based rehabilitation priorities and plan or any recommended deviations from the plan.

Task 5: GIS Information Services

Task 5

The CONTRACTOR shall develop a GIS based asset management data management plan and provide related technical assistance and execution assistance to the CITY. The plan shall involve developing and updating the appropriate and necessary collection system (both manhole and pipeline) GIS attribute fields, GIS data updating, data warehousing processes, and structure to facilitate CITY's risk routine risk analysis and data archiving. The focus of the work effort will be on the selection and management of the appropriate GIS attributes fields. But may also include the process to update and archive of critical asset information allowing for effective data mining or viewing. The due date for this task shall be 6 months from the contract effective date.

- 5.1 The CONTRACTOR shall review the collection system attribute fields, the process for maintaining the GIS database, the current use of GIS in asset management or strategic decision making, and the summary of deficiencies.

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- 5.2 The CONTRACTOR shall develop and provide the recommendations for additional GIS attributes and proposed organization, connectivity, and data management or update process considerations. This should include:
- 5.2.1 A proposed process that will detail a procedure within the CITY GIS to provide historic record keeping and data mining functionality into the asset attribute and asset record data. For example develop an application that adds new data to the database while keeping the historic data.
 - 5.2.2 A proposed process for updating key attribute fields yet still maintaining historic time stamped information for analysis. Subsequent risk assessment will be automatically based on the new data.
 - 5.2.3 A proposed list of additional attributes that could enhance or clarify asset or collection system analysis. For example: when a pipeline is lined with a CIPP an attribute field called "Liner" could be populated, otherwise Liner might otherwise be made to match the pipe material until the pipe was lined.
- 5.3 The CONTRACTOR shall develop procedures so proposed recommendations meet the following criteria as much as possible:
- 5.3.1 The proposed recommendations must facilitate easy viewing of data within Arc GIS.
 - 5.3.2 The proposed recommendations must facilitate and not interfere with the existing collection system asset management risk model and software currently used by the CITY (Innovyze InfoMaster) Exception: the CITY could agree to update the risk model if it decides that the changes are manageable.
 - 5.3.3 The proposed recommendations shall consider and accommodate for all of the primary ways in which collection system asset attributes or assets can primarily be modified or added including asset rehabilitation, replacement, or new construction.
 - 5.3.4 The proposed recommendation must accommodate data mining to assist the CITY in developing useful life trends moving forward used for planning and decision making. Shall include plan recommendation implementation description and instructions.
- 5.4 The CONTRACTOR shall use these minimum manhole and pipeline attributes and incorporate into the recommendations wherever applicable or available (some attributes will be provided by the CITY):
- Original install year
 - Original material

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- Current install year
- Current pipe material/liner
- Year of each significant modification/action
- Type of each significant modification/action
- Unique asset ID
- PACP/MACP structural rating scores
- Criticality
- Vulnerability
- Risk

- 5.5 The CONTRACTOR shall develop and prepare a memorandum that outlines the Data Management Plan for the sewer asset management. The memorandum shall provide the information and follow the format listed in the task deliverables below:

Task Deliverables:

- a. One copy of the Draft Data Management Plan. The draft plan will present the proposed procedures developed in this task for updating the appropriate and necessary collection system (both manhole and pipeline) GIS attributes and the management of the data. The CITY will have up to two weeks to review the report and provide comments. The Final Memorandum shall be updated with the CITY Comments and submitted to the CITY.
- b. One copy of the Final Data Management Plan. The final memorandum shall include comments from the draft memorandum. The memorandum shall be delivered to the CITY within three weeks after CONTRACTOR receives all draft report comments and reviews.
- c. The CONTRACTOR shall provide the Draft and Final Data Management Plan Memoranda in digital format as an indexed PDF file. The final memorandum shall include six bound hard copy and one electronic pdf copy (bookmarked to the sections defined in the report). The format of the Milestone and Annual Memoranda shall be as follows:
 1. Table of contents
 2. Introduction/purpose
 3. Description of deficiencies as described in Task 5
 4. Recommendation as described in Task 5
 5. Appendices/Tools

Exhibit A

**Scope of Work
City of Scottsdale – Water Department
On-Call Sewer Condition Assessment and Renewal Planning Program Support Services
Project No. #16RP029**

- i. Spreadsheet of final proposed asset attributes for manholes and pipelines
- ii. Detailed descriptions of each asset attribute and functional and organizational diagram(s) of attributes.
- iii. Necessary spreadsheet or database tools including macros or programming to perform GIS database updates and the associated description and instructions.
- iv. Necessary spreadsheet or database tools including macros or programming to perform data mining of GIS data and the associated description and instructions

Task 5 – Years 1, 2, 3, and optional years 4 and 5.

The CONTRACTOR will provide GIS services or assistance to the CITY to:

- 1. Ensure that the assessment data provided is processed correctly and is compatible for integration with CITY software per the requirements identified in this scope and the process developed and proposed by the CONTRACTOR in Task 5.
- 2. Facilitate and assist the CITY each contract year with the process developed in Task 5.
- 3. Resolve issues related to associating assessment data to the CITY GIS data. This may include the following:
 - a. Identifying and summarizing the discrepancies and coordinating with the CITY and providing support to resolve said discrepancies by updating either the CITY GIS dataset, modifying the delivered PACP or MACP databases, or further modifying the process developed in Task 5.

Exhibit A

**Scope of Work
City of Scottsdale – Water Department
On-Call Sewer Condition Assessment and Renewal Planning Program Support Services
Project No. #16RP029**

ALLOWANCES FOR ADDITIONAL SERVICES & UNFORESEEN PROJECT TASKS

Allowance amounts for Additional Services and Project Allowances are established in the CITY contract document. Services performed that are not listed below, or exceeding the individual totals defined in the CITY contract shall not be obligated for compensation without CITY approval. The CONTRACTOR shall provide a monthly invoice to the CITY showing the additional services amount expended that month, the reason for the expense, and the remaining amount.

Additional Services are services provided in the interests of the Project that are not set forth in Scope of Services.

The CONTRACTOR shall be compensated for Additional Services in accordance with the Additional Services rates as set forth in the Additional Compensation Rates below. Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract and shall not be cause for the CONTRACTOR to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.

Reimbursable Expenses may be compensated from this Allowance for Additional Services to the extent they are allowed in the Additional Compensation Rates section. Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with this Contract. Expenses not listed as Additional Compensation as allowed Reimbursable Expenses shall not be compensated without amendment to this Contract to allow them as Reimbursable Expenses.

ADDITIONAL SERVICES RATES

The cost of the following potential future Additional Services was negotiated as a part of this Contract.

The CONTRACTOR shall provide a portion or all of the following, in accordance with unit rates as identified below. All Additional Compensation and services must be executed per the terms described in the contract:

Cleaning of Pipes: It is anticipated that some pipeline segments will require cleaning in order to allow the video inspection vendor access to the pipe for video inspection. Video inspection will be attempted without cleaning to obtain the best in situ inspection of the pipe. When debris prevents the normal passage of the video equipment the inspection will be abandoned and the pipe cleaned. Standard cleaning for gravity pipeline and manhole debris can be described as sludge, dirt, sand, gravel, grease, roots, and other solid or semisolid materials which are deposited loosely within the pipeline. Heavy Cleaning is NOT included in this scope of work. Cleaning of the pipeline wall shall be by the method of high-velocity water nozzle capable of scouring action from 15 to 45 degrees pulling the debris to the extraction location, typically being the downstream manhole. All debris shall be removed from the extraction location,

Exhibit A

Scope of Work City of Scottsdale – Water Department On-Call Sewer Condition Assessment and Renewal Planning Program Support Services Project No. #16RP029

typically by means of a high-powered vacuum machine (Hydro-Vac Truck) capable of storing solid debris and filtering/decanting liquids. This cleaning will be provided as an Additional Service at the rate of \$1.04 per foot on pipelines from 8- to 15-inches in diameter with a minimum call-out footage of 1,500 feet and for \$2.25 per foot on pipelines greater than 15-inch up to 36-inch pipelines with a minimum call-out footage of 2,000 feet.

Heavy cleaning (not included in this scope of work) is described as debris such as roots, rocks, tuberculation, mineral or calcium deposits, concrete, grout, or any other hard material which is either bonded or fixed to the pipeline wall. Such debris may not be extracted from the pipeline during a standard cleaning process. These types of hard deposits may require cleaning by mechanical means. In order to mitigate risk of damaging a pipeline beyond functionality, this condition shall be addressed by the CITY. Should the pipe require heavy Cleaning, the CONTRACTOR shall identify which pipe segments require additional cleaning and shall notify the CITY of such as well as the anticipated level of cleaning required.

Resurvey of Abandoned Surveys (MSAs): Following cleaning of the pipeline where a video survey was abandoned and scheduled for cleaning, the CONTRACTOR will require remobilization and video of pipe which has been partially surveyed. The re-survey portion of the pipe will be provided as Additional Services and be charged a remobilization fee of \$350 plus the rate of \$3.31 per foot.

Additional Pipeline Inspections and Evaluations: The CITY may request that the CONTRACTOR conduct additional pipeline inspections and evaluations at locations agreed upon by both the CONTRACTOR and the CITY. Additional Inspections and Evaluations will be conducted at a unit cost of \$2.66 per lineal foot of additional pipeline unless special circumstances require additional fees.

Additional Manhole Inspections and Evaluations: Because this project may contain more manholes than have been estimated, the CITY may request CONTRACTOR to inspect and evaluate additional manholes beyond those required in the 3-Year Plan. CONTRACTOR shall conduct additional manhole inspections and evaluations according to the same requirements and standards as defined in the basic contract. Additional manhole inspections and evaluations will be conducted at a unit cost of \$360.00 per manhole unless special circumstances require additional fees. Manholes are limited to circular vertical shafts of 60 inches or less in diameter.

Assessment Years 4 and 5: On-Call Assessment Years 4 and 5: Should the CITY request the CONTRACTOR provide assessment beyond the original 3-Year Plan.

Additional Services Year 4: Additional full service inspection and evaluation services rate for year 4 shall be \$3.44 per foot. This amount includes Panaramo inspection of the pipeline and up to 10 manhole inspections per mile. Additional manhole inspection, above the 10 per mile, will be paid for according to the Additional Services Allowance with a 4% annual escalation applied to the base rates. This amount excludes cleaning.

Additional Services Year 5: Additional full service inspection and evaluation services rate for year 4 shall be \$3.58 per foot. This amount includes Panaramo inspection of the pipeline and up to 10 manhole inspections per mile. Additional manhole inspection, above the 10 per mile, will

Exhibit A

**Scope of Work
City of Scottsdale – Water Department
On-Call Sewer Condition Assessment and Renewal Planning Program Support Services
Project No. #16RP029**

be paid for according to the Additional Services Allowance with an 8% annual escalation applied to the base rates. This amount excludes cleaning.

This Scope of Work Does Not Include:

- Bypass pumping/diversion and operation of pump stations
- Environmental/erosion control/SWPPP
- Permits, licenses, and performance bonds
- Excavation of any kind
- Access (owner shall provide adequate access)
- Additional mobilizations (proposal is based on one instance of mobilization for services)
- Mechanical cleaning or cleaning beyond normal conditions (heavy cleaning) - cleaning services are for two passes with a jetter only
- Major traffic control (Major intersections, including freeway and expressway and some major arterials)
- The CITY is responsible for flushing water into the line prior to video inspection if required (all water to be used for the project shall be provided by the CITY)
- Disposal site and associated fees
- Owner shall supply on-site water
- Defects that prevent camera from passing through the pipe
- Buried manholes, parked cars, inaccessible properties
- GPS locating of manholes (XYZ coordinates)
- Sonar, LIDAR, GPR mapping
- Inspection of deep manholes over 25 feet
- Public relations with communities, businesses, and associations
- Inspection of vaults, lift stations, wet wells
- Man-entry inspections

EXHIBIT B: FEE BREAKDOWN - MANHOUR ESTIMATE BY TASK, RFP 16RP029 page 1 of 2

Task#	Task Description	FIRST YEAR HOURS					YEAR BY YEAR HOURS			
		Principal	PM	PE/GIS	Engineer	CADD/EIT	Sub.	Year 1	Year 2	Year 3
1	Project Management (Each Year)	24	80	56	0	0	NA	160	160	160
1.1	Management	0	0	0	0	0	0	0	0	0
1.2	Monthly Invoices	0	24	0	0	0	0	24	24	24
1.3	Progress Meetings	24	24	24	0	0	0	72	72	72
1.4	Coordination/ Phone calls	0	20	20	0	0	0	40	40	40
1.5	Overall Project Schedule		12	12				24	24	24
2	Review Current Assessment Prioritization Strategy and Develop 3-Year Plan (1st Year Only)	15	120	216	156	48	NA	555	0	0
2.1	Review Current Method	3	24	24	24	0	0	75	0	0
2.2	Memorandum Introduction	3	24	48	24	0	0	99	0	0
2.3	Memorandum Summary of Pipeline & Manhole Progress to Date	3	24	48	24	0	0	99	0	0
2.4	Update Prioritized Risk Model	3	24	24	24	0	0	75	0	0
2.5	Assessment Plan, Maps, Tables & Charts	3	24	72	60	48	0	207	0	0
3	Manage 3 Year Condition Assessment (Each Year)	7	204	516	640	660	NA	2077	2027	2027
3.1	Coordinate with City Departments & Staff		24	24				48	48	48
3.2	Schedule Updates		12	12				24	24	24
3.3	Assign Pipeline Defect Codes (NASSCO PACP)	1	40	100	140	140		421	421	421
3.4	Prepare Pipe Defect Logs	1	8	24	24	24		81	81	81
3.5	Pipeline Condition Assessment	1	40	100	140	150		431	431	431
3.6	Assign Manhole Defect Code (NASSCO MACP)	1	36	100	140	150		427	427	427
3.7	Prepare Manhole Defect Log	1	8	24	24	24		81	81	81
3.8	Manhole Condition Assessment	1	24	100	140	140		405	405	405
3.9	Pipe & Manhole Prioritization	1	12	32	32	32		109	109	109
4	4 Month Milestone and Annual Reports (Each Year)	12	121	282	342	342	NA	1083	1083	1083
4.1	Identify Rehabilitation Ratings	2	25	46	46	46	0	162	162	162
4.2	GIS Discrepancies	2	10	28	19	19	0	74	74	74
4.3	Prepare Final Pipe Defect Logs	2	10	19	28	28	0	83	83	83
4.4	Prepare Final Manhole Defect Logs	2	10	19	23	23	0	74	74	74
4.5	Rehabilitation Project Priority List	2	34	85	113	113	0	346	346	346
4.6	Assessment Report including Maps, Charts, & Tables	2	32	85	113	113	0	344	344	344
5	Geographic Information System (GIS) Services (varies by year)	0	54	186	228	180	NA	648	316	316
5.1	Database Design Development	0	0	24	24	0	0	48	24	24
5.2	Field Data Conversion and Integration	0	0	24	24	0	0	48	24	24
5.3	Preparation of the GIS Deliverables	0	30	75	135	135	0	375	181	181
5.4	Update of the GIS Data	0	6	27	18	18	0	69	34	34
5.5	Final QA/QC and Deliverables	0	18	36	27	27	0	108	53	53
6	PEC Inspection Allowance (Each year, Time and Materials at contract rates)	Refer to page 2 for dollar amount								
7	PEC Task Allowance (Each year, Time and Materials at contract rates)	Refer to page 2 for dollar amount								
8	Subcontractor Allowance (Each Year, Time and Materials at contract rates)	Refer to page 2 for dollar amount								
Column Subtotals-->		58	579	1256	1366	1230	NA	4473	3586	3586
		TOTAL 3 YEAR PLAN HOURS 11,645								

EXHIBIT B: DETAILED FEE BREAKDOWN - COST BY TASK AND STAFF, RFP 16RP029, page 2 of 2

		PEC HOURLY RATES (w/ 2.75 multiplier)					FIRST YEAR COSTS										YEAR BY YEAR COSTS				Notes
Principal	PM	PE/GIS	Engineer	CADD/ET		Principal	PM	PE/GIS	Engineer	CADD/ET	PEC Allow.	Sub.	Year 1	Year 2	Year 3						
\$ 206.25	\$ 176.00	\$ 127.88	\$ 99.00	\$ 82.50		\$ 4,550	\$ 14,080	\$ 7,161	\$ -	\$ -	\$ -	\$ -	\$ 26,591	\$ 26,591	\$ 26,591						
1.1 Management						\$ -	\$ 4,224	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,224	\$ 4,224	\$ 4,224					
1.2 Monthly Invoices						\$ -	\$ 4,224	\$ 3,069	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,243	\$ 12,243	\$ 12,243					
1.3 Progress Meetings						\$ 4,950	\$ 4,224	\$ 3,069	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,078	\$ 6,078	\$ 6,078					
1.4 Coordination/ Phone calls						\$ -	\$ 3,520	\$ 2,558	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,647	\$ 3,647	\$ 3,647					
1.5 Overall Project Schedule						\$ -	\$ 2,112	\$ 1,535	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 71,240	\$ -	\$ -					
2 Review Current Assessment Prioritization Strategy and Develop 3-Year Plan (1st Year Only)						\$ 3,064	\$ 21,120	\$ 27,621	\$ 15,444	\$ 3,960	\$ -	\$ -	\$ -	\$ 10,288	\$ -	\$ -					
2.1 Review Current Method						\$ 619	\$ 4,224	\$ 3,069	\$ 2,376	\$ -	\$ -	\$ -	\$ -	\$ 13,357	\$ -	\$ -					
2.2 Memorandum Introduction						\$ 619	\$ 4,224	\$ 6,138	\$ 2,376	\$ -	\$ -	\$ -	\$ -	\$ 13,357	\$ -	\$ -					
2.3 Memorandum Summary of Pipeline & Manhole Progress to Date						\$ 619	\$ 4,224	\$ 6,138	\$ 2,376	\$ -	\$ -	\$ -	\$ -	\$ 13,357	\$ -	\$ -					
2.4 Update Prioritized Risk Model						\$ 619	\$ 4,224	\$ 3,069	\$ 2,376	\$ -	\$ -	\$ -	\$ -	\$ 10,288	\$ -	\$ -					
2.5 Assessment Plan, Maps, Tables & Charts						\$ 619	\$ 4,224	\$ 9,207	\$ 5,840	\$ 3,960	\$ -	\$ -	\$ -	\$ 23,950	\$ -	\$ -					
3 Manage 3 Year Condition Assessment (Each Year)						\$ 1,444	\$ 35,904	\$ 65,986	\$ 63,360	\$ 54,450	\$ -	\$ 166,446	\$ 387,590	\$ 387,590	\$ 387,590	total of 105 assessment miles w/ 1,050 manholes. 35 miles each year, 10 manholes per mile.					
3.1 Coordinate with City Departments & Staff						\$ -	\$ 4,224	\$ 3,069	\$ -	\$ -	\$ -	\$ -	\$ 7,293	\$ 7,293	\$ 7,293						
3.2 Schedule Updates						\$ -	\$ 2,112	\$ 1,535	\$ -	\$ -	\$ -	\$ -	\$ 3,647	\$ 3,647	\$ 3,647						
3.3 Assign Pipeline Defect Codes (NASSCO PACP)						\$ 206	\$ 7,040	\$ 12,788	\$ 13,860	\$ 11,550	\$ -	\$ -	\$ 45,444	\$ 45,444	\$ 45,444						
3.4 Prepare Pipe Defect Logs						\$ 206	\$ 1,408	\$ 3,069	\$ 2,376	\$ 1,980	\$ -	\$ -	\$ 9,039	\$ 9,039	\$ 9,039						
3.5 Pipeline Condition Assessment						\$ 206	\$ 7,040	\$ 12,788	\$ 13,860	\$ 13,375	\$ -	\$ 142,296	\$ 188,565	\$ 188,565	\$ 188,565	ProPipe @ \$0.77/ft for any size pipe, no NASSCO coding					
3.6 Assign Manhole Defect Code (NASSCO MACP)						\$ 206	\$ 6,336	\$ 12,788	\$ 13,860	\$ 12,375	\$ -	\$ -	\$ 45,565	\$ 45,565	\$ 45,565						
3.7 Prepare Manhole Defect Log						\$ 206	\$ 1,408	\$ 3,069	\$ 2,376	\$ 1,980	\$ -	\$ -	\$ 9,039	\$ 9,039	\$ 9,039						
3.8 Manhole Condition Assessment						\$ 206	\$ 4,224	\$ 12,788	\$ 13,860	\$ 11,550	\$ -	\$ 24,150	\$ 66,778	\$ 66,778	\$ 66,778	ProPipe @ \$69 each manhole, no NASSCO coding					
3.9 Pipe & Manhole Prioritization						\$ 206	\$ 2,112	\$ 4,092	\$ 3,168	\$ 2,640	\$ -	\$ -	\$ 12,218	\$ 12,218	\$ 12,218						
4 3 Month Milestones and Annual Reports (Each Year)						\$ 2,475	\$ 21,256	\$ 36,032	\$ 33,853	\$ 38,315	\$ -	\$ -	\$ 121,806	\$ 121,806	\$ 121,806						
4.1 Identify Rehabilitation Ratings						\$ 413	\$ 4,400	\$ 5,882	\$ 4,554	\$ 3,793	\$ -	\$ -	\$ 19,044	\$ 19,044	\$ 19,044						
4.2 GIS Discrepancies						\$ 413	\$ 1,760	\$ 3,381	\$ 1,881	\$ 1,568	\$ -	\$ -	\$ 9,202	\$ 9,202	\$ 9,202						
4.3 Prepare Final Pipe Defect Logs						\$ 413	\$ 1,760	\$ 2,430	\$ 2,772	\$ 2,310	\$ -	\$ -	\$ 9,684	\$ 9,684	\$ 9,684						
4.4 Prepare Final Manhole Defect Logs						\$ 413	\$ 1,760	\$ 2,430	\$ 2,772	\$ 1,898	\$ -	\$ -	\$ 8,777	\$ 8,777	\$ 8,777						
4.5 Rehabilitation Project Priority List						\$ 413	\$ 5,984	\$ 10,870	\$ 11,187	\$ 9,323	\$ -	\$ -	\$ 37,776	\$ 37,776	\$ 37,776						
4.6 Assessment Report including Maps, Charts, & Tables						\$ 413	\$ 5,632	\$ 10,870	\$ 11,187	\$ 9,323	\$ -	\$ -	\$ 37,424	\$ 37,424	\$ 37,424						
5 Geographic Information System (GIS) Services (varies by year)						\$ -	\$ 9,504	\$ 23,795	\$ 24,572	\$ 14,850	\$ -	\$ -	\$ 79,711	\$ 35,336	\$ 35,356	Years 2 and 3 will be less effort.					
5.1 Database Design Development						\$ -	\$ -	\$ 3,069	\$ 2,376	\$ -	\$ -	\$ -	\$ 5,445	\$ -	\$ -						
5.2 Field Data Conversion and Integration						\$ -	\$ -	\$ 3,069	\$ 2,376	\$ -	\$ -	\$ -	\$ 5,445	\$ -	\$ 3,052						
5.3 Preparation of the GIS Deliverables						\$ -	\$ 5,280	\$ 9,591	\$ 13,365	\$ 11,137	\$ -	\$ -	\$ 39,373	\$ 21,261	\$ 21,261						
5.4 Update of the GIS Data						\$ -	\$ 1,056	\$ 3,453	\$ 1,782	\$ 1,485	\$ -	\$ -	\$ 7,776	\$ 4,159	\$ 4,199						
5.5 Final QA/QC and Deliverables						\$ -	\$ 3,168	\$ 4,604	\$ 2,673	\$ 2,227	\$ -	\$ -	\$ 12,672	\$ 6,843	\$ 6,843						
6 PEC Inspection Allowance (Each Year, Time and Materials at contract rates)						\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ 75,000	\$ 75,000	\$ 75,000	Allowance amount determined to assess additional 4.25 miles of large diameter pipe and associated manholes each year at contract Additional Services rates. \$17,647 per mile including 10 manholes per mile. Also can be used to resurvey abandoned surveys at rate of \$3.31 per foot (\$3.31 includes about \$0.41 per foot reprocessing fee applied to base year 283 per foot rates from pipe only)					
6.1 Additional Inspection and Evaluation services per Scope of Work						\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ 75,000	\$ 75,000	\$ 75,000						
7 PEC Task Allowance (Each Year, Time and Materials at contract rates)						\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ 20,000	\$ 20,000						
7.1 Additional Unforeseen Non-professional Tasks						\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ 20,000	\$ 20,000						
8 Subcontractor Allowance (Each Year, Time and Materials at contract rates)						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 230,000	\$ 230,000	\$ 230,000	\$ 230,000	Cleaning allowance based on having to clean up to 19.4 miles of large diameter pipe each year, 50% of maximum total annual assessed length.					
8.1 Pipe Cleaning Services Allowance (Each Year)						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 230,000	\$ 230,000	\$ 230,000	\$ 230,000						
Column Subtotals-->						\$ 11,963	\$ 101,904	\$ 160,617	\$ 135,234	\$ 101,475	\$ 95,000	\$ 396,446	\$ 1,002,638	\$ 896,044	\$ 2,794,725	\$					
TOTAL 3 YEAR PROJECT COST																					

EXHIBIT C (page 1 of 3)
RFP No. 16RP029

CITY OF SCOTTSDALE
WATER RESOURCES DIVISION

EXAMPLE

CONTRACT PAYMENT REQUEST NO. _____
PROJECT SUMMARY SHEET

TO: Levi Dillon, P.E. - Contract Administrator

		Start Date		Through Date	
		4/13/17		4/30/17	
Project No. City RFP No. 16RP029		Project Title SEWER CONDITION ASSESSMENT AND RENEWAL PLANNING PROGRAM SUPPORT SERVICES			Contract No. NA (RFP)
Name of Firm: Project Engineering Consultants, Ltd. (PEC)			Telephone (602) 906-1901		
Address of Firm: 2310 W. Mission Lane, Suite 4, Phoenix, Arizona 85021					
Notice to Proceed Date: 4/13/17		Contract Expiration Date: 10/1/2020		% Complete Value: 0%	
ITEM NO.	DESCRIPTION	CONTRACT AMOUNT	AMOUNT DUE THIS PERIOD	AMOUNT PREVIOUSLY PAID	AMOUNT COMPLETED TO DATE
1.	Basic Services Year 1, 2, & 3	\$1,819,724.00	\$0.00	\$0.00	\$0.00
2.	Additional Services and Project Allowances Years 1, 2, & 3	\$975,000.00	\$0.00	\$0.00	\$0.00
3.	Contract Adjustments No. _____	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS		\$2,794,724.00	\$0.00	\$0.00	\$0.00
ATTACHMENTS: <input checked="" type="checkbox"/> Monthly Progress Report <input checked="" type="checkbox"/> Backup Documentation			SUBMITTED BY: Firm Representative (Print Name) _____ Date _____		
Total Contract Time in Days: 1267 <--Contract = 42 months Total Days Completed: 17 % Complete Time: 1.3%					
CITY USE ONLY BELOW THIS LINE					
REVIEWED BY: City Project Manager/Contract Administrator <i>Sign name below</i>			APPROVED BY: Water Resources Planning and Engineering Director or Division Director <i>Sign name below</i>		
<i>Print name below</i>			<i>Print name below</i>		
<i>Date below</i>			<i>Date below</i>		

EXHIBIT C (page 2 of 3)
RFP No. 16RP029
CITY OF SCOTTSDALE
WATER RESOURCES DIVISION
EXAMPLE

CONTRACT PAYMENT REQUEST NO. _____
SEWER CONDITION ASSESSMENT AND RENEWAL PLANNING PROGRAM SUPPORT SERVICES
 City RFP No. 16RP029

INDIVIDUAL INVOICE SUMMARY SHEET

Payment Period: 4/13/2017 4/30/2017

Project Tasks - Year 1 of 3

TASK CODE	DESCRIPTION	CONTRACT AMOUNT	AMOUNT DUE THIS PERIOD	AMOUNT PREVIOUSLY PAID	AMOUNT COMPLETED TO DATE	PERCENT COMPLETED TO DATE	REMAINING BALANCE
1.1	Project Management	\$26,191.00	\$0.00		\$0.00	0.0%	\$26,191.00
1.2	Review Current Assessment Prioritization & Develop 3 Year Plan (1st Year Only)	\$71,240.00	\$0.00		\$0.00	0.0%	\$71,240.00
1.3	Manage 3 Year Condition Assessment	\$221,144.00	\$0.00		\$0.00	0.0%	\$221,144.00
1.3A	Pipeline Inspection Services	\$142,296.00	\$0.00		\$0.00	0.0%	\$142,296.00
1.3B	Manhole Inspection Services	\$24,150.00	\$0.00		\$0.00	0.0%	\$24,150.00
1.4	4 Month Milestone and Annual Reports	\$121,906.00	\$0.00		\$0.00	0.0%	\$121,906.00
1.5	GIS Services	\$70,711.00	\$0.00		\$0.00	0.0%	\$70,711.00
Subtotal - Basic Services		\$677,638.00	\$0.00	\$0.00	\$0.00	0.0%	\$677,638.00

Additional Services & Project Allowances - Year 1 of 3

TASK CODE	DESCRIPTION	CONTRACT AMOUNT	AMOUNT DUE THIS PERIOD	AMOUNT PREVIOUSLY PAID	AMOUNT COMPLETED TO DATE	PERCENT COMPLETED TO DATE	REMAINING BALANCE
1.3X	Additional Pipeline Inspection and Evaluation	\$75,000.00	\$0.00	\$0.00	\$0.00	0.0%	\$75,000.00
1.3Y	PEC Additional Task Allowance	\$20,000.00	\$0.00	\$0.00	\$0.00	0.0%	\$20,000.00
1.3Z	Pipe Cleaning Services, Subcontractor	\$230,000.00	\$0.00	\$0.00	\$0.00	0.0%	\$230,000.00
Subtotal - Additional Services and Project Allowances		\$325,000.00	\$0.00	\$0.00	\$0.00	0.0%	\$325,000.00

Contract Adjustments

NO.	DESCRIPTION	CONTRACT AMOUNT	AMOUNT DUE THIS PERIOD	AMOUNT PREVIOUSLY PAID	AMOUNT COMPLETED TO DATE	PERCENT COMPLETED TO DATE	REMAINING BALANCE
		\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
Subtotal - Contract Adjustments		\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00

Project Totals - Year 1 of 3

CONTRACT AMOUNT	AMOUNT DUE THIS PERIOD	AMOUNT PREVIOUSLY PAID	AMOUNT COMPLETED TO DATE	PERCENT COMPLETED TO DATE	REMAINING BALANCE
\$1,002,638.00	\$0.00	\$0.00	\$0.00	0.0%	\$1,002,638.00

Exhibit C

EXHIBIT C (page 3 of 3)
RFP No. 16RP029

CITY OF PHOENIX
WATER SERVICES DEPARTMENT

EXAMPLE

CONTRACT PAYMENT REQUEST NO. ____
SEWER CONDITION ASSESSMENT AND RENEWAL PLANNING PROGRAM SUPPORT SERVICES
City RFP No. 16RP029

MONTHLY PROGRESS REPORT

Payment Period: Then to Now

Project Tasks - Year 1 of 3		
TASK CODE	DESCRIPTION	DESCRIPTION OF PROGRESS THIS PERIOD
1.1	Project Management	
1.2	Review Current Assessment Prioritization & Develop 3 Year Plan (1st Year Only)	
1.3	Manage 3 Year Condition Assessment	
1.3A	Pipeline Inspection Services	
1.3B	Manhole Inspection Services	
1.4	4 Month Milestone and Annual Reports	
1.5	GIS Services	
Additional Services & Project Allowances - Year 1 of 3		
TASK CODE	DESCRIPTION	DESCRIPTION OF PROGRESS THIS PERIOD
1.3X	Additional Pipeline Inspection and Evaluation	
1.3Y	PEC Additional Task Allowance	
1.3Z	Pipe Cleaning Services, Subcontractor	
Contract Adjustments		
NO.	DESCRIPTION	DESCRIPTION OF PROGRESS THIS PERIOD

SUBMITTED BY:	
Firm Representative (Sign and print name)	Date

REVIEWED BY:	
Project Manager (Sign and print name)	Date

EXHIBIT A
COOPERATIVE PURCHASING CONTRACT

See attached City of Scottsdale City Services Contract for
Sewer Condition Assessment and Renewal Planning Program Support Services,
Request for Proposal No. 16RP029

EXHIBIT B
PARADISE VALLEY INSERT REMOVAL

Attached: Fee Proposal

April 20, 2018

Mr. Jeremy Knapp, P.E.

Re: Paradise Valley Insert Removal

Mr. Knapp,

Project Engineering Consultants, Ltd. (PEC) is pleased to offer this fee proposal to provide support for the above referenced project. The services quoted include the estimated time to make site visits to each manhole shown on the attached exhibit and remove the inserts found. PEC will remove any inserts found in place and work with Pro-Pipe to retrieve fallen inserts.

PEC's fee for the proposed scope of services is based on the estimated work to be done for an amount of \$47,467. This fee includes an allowance of \$7,500 for the expense of Pro-Pipe to retrieve defective and fallen inserts. We expect this will require approximately 90 days to complete. A summary of the work and our fee is also attached to this letter.

Thank you for the opportunity to submit this proposal. Please contact me if you have any questions.

Sincerely,



Michael D. Heaton P.E., CFM
Project Engineering Consultants, Ltd.

**Scope of Work For
PV Insert Removal
Task Orders 9 through 17 and Manhole's not included in Task Orders**

Project Description

The purpose of this project is to visit and check for and remove all manhole inserts in Paradise Valley. The attached figure shows the location of the known manholes as determined in the existing GIS database.

The work will include the following tasks and supporting activities:

TASK 1: Project Management

PEC will provide services required to administer the contract, budget, and schedule, including but not limited to management of subconsultants, preparation and review of invoices, tracking of expenditures, scheduling of resources, preparation of monthly progress reports and other routine correspondence required to complete the work. PEC will also communicate and coordinate with the Town of Paradise Valley as necessary.

TASK 2: Site Visits to Remove Inserts

PEC will visit approximately 715 manholes in the Paradise Valley system not scheduled for assessment in the on-going project; this includes Task Orders 9 through 17. PEC has estimated that we can visit and remove between 15 to 20 manholes each day. Most of the Manholes will be a short stop, with an inspector and a truck equipped with flashers. Some site visits will be more complicated and include minor short-term traffic control (Less than an hour in one location). This work will be accomplished during off peak traffic hours or at night. The most complicated site visits will be at intersections of major arterials. For these locations, PEC will utilize two inspectors for safety and will be completed during evening hours.

Manholes will be marked as visited and a record kept. When inserts are found, the insert will be removed and returned to the Town. If the insert is greatly deteriorated, it will be disposed of in an appropriate manner. When the insert has fallen into the manhole, a qualified confined space entry will be made to retrieve the insert and prevent further problems with sewer flow.

Allowance

When an insert requires man entry to retrieve, PEC will utilize Pro-Pipe to provide safety equipment and certified personnel to remove the insert. For efficiency PEC will bundle these retrieval locations into groups of five and forward to Pro-Pipe for removal.

Project Engineering Consultants, Ltd..
Paradise Valley Manhole Insert Removal
Town of Paradise Valley

MANHOUR ESTIMATE

Tasks		Estimated Hours by	Estimated Cost by
Task A	Management	16	\$ 3,339
Task B	Insert Retrieval	352	\$ 36,629
Task C	N/A	0	\$ -
Task D	N/A	0	\$ -
Total Labor		368	\$ 39,968

DIRECT EXPENSES

Allowance (Pro-Pipe Man Entry Removal	5 @	\$ 1,500.00 ea.	\$ 7,500
TOTAL DIRECTS			\$ 7,500
TOTAL DIRECTS			\$ 7,500

Total \$ 47,468

EXHIBIT C
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Notices: All notices required under the Contract shall be sent to:

Town Manager
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

With mandatory copy to:

Town Attorney
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

Immigration Law Compliance Warranty: As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. The Town of Paradise Valley (the “Town”) at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). The Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

Emergency Contact: The Town is an emergency response organization. Contractor services or supplies may be required in case of an emergency involving a sudden, immediate threat of danger to the public health, welfare or property in the Town (“local emergency”) or in the case where the Mayor of the Town of Paradise Valley, the mayor or governing body of another municipality in Maricopa County, the Maricopa County Board of Supervisors, the State, or the President of the U.S. has declared an emergency (“State of Emergency”). In the event of a local emergency or State of Emergency, the Town may require Contractor to provide services or supplies as rapidly as possible and to such locations as directed by the Town when necessary to

protect the public health and welfare and/or property. Contractor shall not be required to respond to the extent response is not feasible due to Acts of God or other factors beyond its control. Contractor shall provide the designated the Town Emergency Management Coordinator at (480) 348-3631 and the designated the Town representative with a contact point (name, cell phone number, e-mail and facsimile number) who can be reached on short notice so that effective response can be initiated.

Equal Treatment of Workers: Contractor shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of performance under the Contract. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration (“OSHA”) and the Fair Labor Standards Act (“FLSA”). Contractor shall protect and indemnify the Town and its representatives against any claim or liability arising from or based on the violation of such, whether by Contractor or its employees.