



CITY OF GOODYEAR

PROFESSIONAL SERVICES CONTRACT

CON 15-3227

Office of Procurement
190 N. Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338
Phone: 623-882-7845

DESCRIPTION OF SERVICES:

OFFER

To the City of Goodyear: The undersigned Contractor hereby offers and agrees to furnish the goods and/or services in compliance with this Contract, as the term Contract is defined in this document.

By signing and submitting this Offer, Contractor certifies and warrants that Contractor: has read, understands and agrees to comply with the Contract as defined here; Contractor is qualified to perform all Services required herein; has no known, undisclosed conflict of interest; has not made an offer of any gift(s), payment(s) or other consideration to any City employee, elected official who has or may have had a role in the procurement process for this Contract; pursuant to A.R.S. § 41-4401, Contractor and its subcontractors will comply with all immigration laws and regulations that relate to its employees and A.R.S. § 23-214; and the signatory is an officer or duly authorized agent of the Contractor with full power and authority to submit binding offers for the goods and/or services as specified herein.

Arizona Transaction (Sales) Number:

City of Goodyear Business Registration No.:

Carollo Engineers, Inc.

Contractor's Company Name

4600 E. Washington Street, Suite 500

Address

Phoenix AZ 85034

City State Zip Code

602-263-9500

Telephone

Arizona Contractor License Number:

Privilege Tax License Number:

Sign: Guy W. Carpenter
Signature of Person Authorized to Sign Offer

Guy Carpenter, P.E.

Printed Name

Vice President

April 15, 2015

Title

Date

GCarpenter@carollo.com

Email

ACCEPTANCE OF OFFER - CITY OF GOODYEAR

Contractor's Offer is hereby accepted and a Contract awarded by the City. Contractor is now bound to provide the goods and/or services as specified in Scope of Work of this Contract. Contractor shall not start any billable work or provide any material/services until the Contractor receives an executed purchase order or written notice to proceed.

City Manager, City of Goodyear (if applicable)

Attested by:

Maureen Scott, City Clerk

City Seal

Official File

Eff. Date: _____

Jacque Behrens, Procurement Manager

Date

Approved as to form:

Roric Massey, City Attorney



CITY OF GOODYEAR

Instructions to Offerors

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1. PREPARATION OF OFFER

- a. It is the responsibility of all Offerors to examine the entire solicitation package and seek clarification from the responsible Procurement Specialist of any item or requirement that may not be clear, and to check all responses for accuracy before submitting an offer.
- b. All offers shall be on the forms provided in the solicitation package. It is permissible to copy these forms if required. Telegraphic (facsimile) or email bids will not be considered
- c. The Offer and Acceptance document shall be returned with the submittal with an original blue ink signature by a person authorized to sign the Offer. Pricing documents and other documents which require information to be filled in must be done in ink, typewritten or computer printed. No Offers will be accepted if pencil is used. Erasures, interlineations, or other modifications in the Offer shall be initialed in original blue ink by the authorized person signing the Offer.
- d. It is the Offeror's responsibility to obtain a copy of any addenda relevant to this solicitation. Failure to submit addenda with the solicitation response may be grounds for deeming a bid non-responsive.
- e. Offers shall be submitted in a sealed envelope provided by the Offeror, and should include the Offeror's name, address and solicitation number on outside of the sealed envelope/package.
- f. Periods of time, stated as a number of days, shall be calendar days.
- g. It is the responsibility of the Offeror to submit the offer at the place and by the time provided in the solicitation.
- h. Negligence in preparing an offer confers no right of withdrawal after the due date and time of the offer. No offer shall be altered, amended, or withdrawn after the specified offer due date and time.
- i. Offers shall include all costs as described and indicated by the specifications. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
- j. If price is a consideration, and in case of error in the extension of prices in the offer, the unit price shall govern.
- k. The City shall not reimburse the cost of developing, presenting, or providing any responses to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- l. Offeror shall submit one (1) original, marked "original" and five (5) copies of their offer with their submittal and one (1) CD-ROM of the proposal containing all original documents.

2. SERIAL NUMBERS

Offers shall be for equipment on which the original manufacturer's serial number, if applicable, has not been altered in any way. Throughout the contract term, the City reserves the right to reject any altered equipment.



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3. **BRAND NAMES**

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purposes of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors, but are intended to establish the quality, design or performance which is desired. Any Offeror which proposes equal or greater quality, design or performance may be considered. The city has the sole authority to accept or reject any like items.

4. **SUBSTITUTIONS OR EXCEPTIONS**

The City reserves the option to not consider offers for award if the Offeror: i) takes any exception to the specifications and the City does not agree or accept the proposed changes; or ii) proposes a unit which does not meet the City's specifications exactly and the Offeror does not additionally propose the specified unit prior to bid opening, and the City rejects the alternative identified.

5. **DESCRIPTIVE LITERATURE**

All bidders shall include complete manufacturer's descriptive literature regarding the equipment and goods they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result may result in the bid being rejected.

6. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL**

All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

7. **INQUIRIES**

Any questions related to the solicitation shall be directed to the responsible Procurement Specialist whose name appears on the front page **via email only**. The Offeror shall not contact or ask questions of other City staff or the City department for which the requirement is being procured. Any correspondence related to a solicitation should refer to the solicitation number, page, and paragraph number. All questions must be submitted no later than the close of business five (5) calendar days prior to the opening date.

8. **PRE-OFFER CONFERENCE**

A Pre-Offer Conference may be held. Attendance at the scheduled Pre-Offer Conferences is not mandatory. The date, time and location of the conference are indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the solicitation. *Oral statements or instructions will not constitute an amendment to this solicitation.*

9. **LATE OFFERS/MODIFICATIONS/WITHDRAWALS**

Offers, modifications of offers, and withdrawals received *after* the due date and time specified for receipt will be rejected and returned to the Offeror unopened. An Offeror (or designated representative) may withdraw their offer via email to the responsible Procurement Specialist any time *prior* to the solicitation due date and time.



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10. **PUBLIC RECORD/CONFIDENTIAL INFORMATION**

All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award. If the Offeror believes that any information provided throughout the procurement process should be withheld as confidential, it is the responsibility of the Offeror to submit to the Procurement Manager a statement when the confidential information is submitted which identifies those items the Offeror believes to be confidential and the legal reason(s) why they are confidential. The Procurement Manager shall review the request for confidentiality and advise the Offeror in writing if the information will be treated as confidential by the City. If the City receives a public records request for any of the information determined to be confidential by the Procurement Manager, the City will use reasonable efforts to give notice to the Offeror prior to the release of the information.

11. **OFFER ACCEPTANCE PERIOD**

In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid for one hundred twenty (120) days after the opening time and date.

12. **DISCUSSIONS**

The City reserves the right to conduct discussions with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the submittal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

13. **PERSONNEL**

It is essential that the Offeror provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed in this Solicitation. The Offeror agrees that those persons identified in their submittal shall not be removed or replaced without a written request to and approval from the City.

14. **AWARD OF CONTRACT**

- a. The contract will be awarded pursuant to the provisions of the City of Goodyear Procurement Code. Unless the Offeror states otherwise, or unless provided within this solicitation, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. Notwithstanding any other provision of this solicitation, the Procurement Manager further reserves the right to i) waive any immaterial defect or informality; ii) reject any or all offers, or portions thereof; iii) reissue the solicitation; or iv) modify or cancel this solicitation.
- b. A response to a solicitation is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's solicitation and the written amendments thereto, if any. If City Council approval is necessary, offers do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The Contract has its inception in the award document, eliminating a formal signing of a separate contract.
- c. In the event the City should receive two or more identical offers, the awardee will be determined by lottery.



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15. **BUSINESS REGISTRATION PERMIT**

All Offerors awarded contracts with the City shall be required to obtain a City of Goodyear Business Registration Permit through the Goodyear Business Registration Office. For further information call Myra Russell at (623) 882-7928 or myrarussell@goodyearaz.gov.

16. **PROTESTS**

- a. Any interested party may protest a solicitation issued by the City or the proposed award or the award of a City Contract by submitting a request in writing with the Procurement Manager for the City of Goodyear, with a copy directed to the City Attorney for the City of Goodyear as follows:

Jacque Behrens, CPPB
Procurement Manager
City of Goodyear
P.O. Box 5100
190 North Litchfield Road
Goodyear, AZ 85338

Roric Massey
City Attorney
City of Goodyear
P.O. Box 5100
190 North Litchfield Road
Goodyear, AZ 85338

- b. Writing: All protests must be in writing and shall include the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or its representative;
- The solicitation or contract number;
- A detailed statement of the legal or factual grounds of the protest including copies of relevant documents; and
- The form of relief requested. R3-4-16.01

- c. Time Frame: To be considered, protests must be filed during the time frame identified in the procurement code.

- *Protests of a solicitation* must be filed within five (5) days of the first advertising of the solicitation.
- *Protests of an award* must be filed within ten (10) days of the issue date of the Notice of Award or Notice of Intent to Negotiate and Award.

- d. The Procurement Manager is required to notify all interested parties that a protest has been filed

17. **EVALUATION PANEL**

Submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the City.

18. **PANEL CONTACT**

Offeror shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the solicitation, after submittal.



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19. BEST AND FINAL OFFERS

The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.

20. INTERVIEWS

The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.

END OF INSTRUCTIONS TO OFFERORS



CITY OF GOODYEAR

Federally Funded Contract Provisions

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SECTION 1 FEDERAL LAW COMPLIANCE

- 1.1 Equal Employment Opportunity. The successful bidder and all subcontractors will be required to maintain nondiscriminatory hiring and employment practices in performance of this Contract; to ensure that applicants are employed, and employees are placed, trained, upgraded, promoted, and otherwise treated without regard to race, color, religion, sex, or national origin; and to comply with the terms and intent of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented by Department of Labor regulations (41 CFR chapter 60).
- 1.2 Wage Statements and Records. In performance of the Contract, the successful bidder and all subcontractors will be required to maintain and submit weekly wage statements and to comply with the terms and intent of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented by Department of Labor regulations (29 CFR Part 3).
- 1.3 Work Hours and Safety Standards. In the performance of this Contract, the successful bidder will be required to comply with the work hour and safety standards set forth in 40 U.S.C. §§ 3701-3703, as supplemented by Department of Labor regulations (29 CFR Part 5).
- 1.4 Environmental Standards. In performance of the Contract, the successful bidder will be required to comply with all applicable air quality and emissions standards issued under the Clean Air Act (42 U.S.C. § 7401), federal procurement provisions in the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- 1.5 Energy Conservation. In performance of the Contract, the successful bidder will be required to comply with all mandatory standards and policies relating to energy efficiency which are contained in Arizona's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (94 Pub. L. 163, 89 Stat. 871).

SECTION 2 FUNDING AGENCY REQUIREMENTS

- 2.1 Reporting. City has certain reporting requirements to the Bureau of Reclamation ("funding agency") and the successful bidder may be required to provide City with information to facilitate City's compliance with the following reporting requirements.
 - 2.1.1 City is required to submit semi-annual financial status reports.
 - 2.1.2 Although the funding agency relies on on-site technical inspections and certified percentage-of-completion data to monitor progress, the funding agency may require additional formal performance reports when necessary.
 - 2.1.3 City is required to report events that occur between the scheduled performance reporting dates when they have significant impact upon the grant-supported activity. Such events include the following.
 - 2.1.3.1 Delays or adverse conditions that will materially impair the ability to meet the objective of the award, and the actions taken or contemplated, or any assisted needed, to resolve the situation.
 - 2.1.3.2 Favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.



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- 2.1.4 The funding agency may make site visits as warranted by program needs and has the right to inspect and evaluate the work performed or being performed under the Contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay work.
- 2.1.5 The funding agency may waive any performance report.

SECTION 3 INTELLECTUAL PROPERTY

- 3.1 The funding agency and the Federal Government reserve certain rights pertaining to intellectual property and work developed in the performance of the Contract, as set forth in the provisions of 43 CFR Subtitle A, § 12.936 (10-1-10 Edition) and 37 CFR Part 401.

SECTION 4 RECORDS INSPECTION AND RETENTION

- 4.1 Access to Documents. The successful bidder may be required to grant the funding agency or other duly authorized representatives access to any books, documents, papers, and records of the successful bidder relating to the Contract for the purpose of making audits, examination, excerpts, and transcriptions.
- 4.2 Records Retention. The successful bidder will be required to retain all records relating to the Contract for three years after City makes final payments and all other pending matters are closed.

END OF FEDERALLY FUNDED CONTRACT PROVISIONS



CITY OF GOODYEAR

Scope of Work

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INTRODUCTION

The City of Goodyear ("City") is seeking a qualified consultant to provide professional engineering consulting services for the City Vadose Zone Injection Wells Project.

The selected Offeror will provide professional engineering design, construction contract documents, construction cost estimates, contractor procurement phase assistance, right-of-way, easement and/or land acquisition assistance, permitting and construction phase administration services.

The project will require a detailed project design report indicating proposed materials, project design calculations and narrative indicating design approach, operational overview, constraints, major equipment and materials of construction documentation, and recommendations.

The project is programmed to be constructed through the Construction Manager at Risk (CMAR) alternative project delivery method. However, the City reserves the right to deliver the project through other alternative project delivery methods; Job Order Contract or traditional Design/Bid/Build Construction.

1. PROJECT DESCRIPTION

The City is applying for an Underground Storage Facilities (USF) permit to recharge treated reclaimed water at the City's proposed Vadose Injection Project (VIP). The proposed Goodyear VIP USF will recharge reclaimed water from the City's 157th Avenue Water Reclamation Facility (157th Ave WRF) using Vadose Zone Injection (VZI) wells. This proposed USF will assist the City in managing its water resources more effectively to meet its long-term water supply goals.

- 1.1 The City proposes to locate the VZI wells in the City's easements and/or right of way along South Estrella Parkway and West Yuma Road. The City owns and maintains these right-of-ways. The City has programmed the VZI well locations for this project within the Estrella Parkway right of way north of West Yuma Road. The surrounding land is a combination of subdivisions and farmland.

The general USF location is as follows:

- 1.1.1 Active Management Area: Phoenix;
 - 1.1.2 ADWR Groundwater Basin/Sub-basin: West Salt River Valley;
 - 1.1.3 Cadastral Location: Section 8, Township 1 North, Range 1 West of the Gila and Salt River Basin Meridian;
 - 1.1.4 General Location: North and East of the Intersection of South Estrella Parkway and West Yuma Road.
- 1.2 The City is in the final stage of the ADWR USF and ADEQ APP permitting process. Permits will be available summer 2015.
 - 1.3 The proposed USF will be a constructed facility consisting of up to five (5) VZI wells. The USF includes four (4) contingency wells for a total of nine (9) permitted VZI wells in Phase 1. The number of Phase 1 VZI wells constructed as part of this project will be determined during the design phase. The reclaimed water for the proposed USF will be supplied from the 157th Ave WRF.
 - 1.4 The project will also include the design and construction of two (2) monitoring wells. The monitoring wells are programmed to be located within City right-of-way.



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1.5 This project includes United States Department of the Interior Bureau of Reclamation grant funding.

1.6 Please refer to Attachment B for additional information.

2. PROJECT SCHEDULE

The City desires to have the project design documents and all permitting approvals completed by December 1, 2015, with construction started by January 1, 2016. The Vadose Zone Injection Wells must be completed and the wells are to be in service no later than August 30, 2016.

3. SCOPE OF WORK

3.1 Items and facilities to be addressed in the Vadose Zone Well design, monitoring wells and pipeline connections as part of this solicitation, shall include, but are not limited to:

- 3.1.1 Agency and Municipality Coordination.
- 3.1.2 Permitting Assistance and Approvals to Construct.
- 3.1.3 Easement and Land Acquisition Assistance.
- 3.1.4 Electric Power Utility Coordination & Permitting.
- 3.1.5 Project facilities shall include automation, instrumentation and control with SCADA compatibility with existing City SCADA system. Communication analysis memorandum for SCADA, including cost effective options with capital construction and life cycle cost estimates.
- 3.1.6 Contractor Procurement Assistance.
- 3.1.7 Construction Administration Services.

3.2 Professional Engineering Services to be provided shall include but are not limited to the following:

- 3.2.1 Task 1 Project Management including USBR reporting requirements.
- 3.2.2 Task 2 Vadose Zone Well Design Report and Effluent Quality Review.
- 3.2.3 Task 3 Detailed Design, Construction Contract Documents, Plans and Technical Specifications, Permitting Approvals.
 - 3.2.3.1 The necessary infrastructure modifications include all well equipment design, site plan design, well backwash/flushing system, and transmission piping to connect existing reclaimed waterline in Estrella Parkway to each VZI well and monitoring well.
 - 3.2.3.2 City of Goodyear Engineering, City of Goodyear Building Safety, MCESD, ADWR and and ADEQ supporting documents and permitting submittals as required, reviews, and approvals to construct, approvals of construction and engineers Certificates of Completion, as appropriate.
 - 3.2.3.3 60%, 90%, 100%, and Final, complete design documents. Final design documents and Record Drawing submittals will be provided in hard copy as well as PDF and CADD format with all reference files.
 - 3.2.3.4 Electrical power service permitting, multi-agency and utility coordination.
 - 3.2.3.5 SCADA design with detailed control descriptions.
 - 3.2.3.6 Utility/Access easements: temporary construction easements (TCE), survey, legal descriptions exhibits.
 - 3.2.3.7 CMAR or Design-Bid-Build project delivery (as applicable) pre-construction review coordination and comment resolution as applicable.



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3.2.4 Task 4 Construction Cost Estimates.

3.2.5 Task 5 Bid Phase or Contractor Procurement Assistance - Construction Manager at Risk (CMAR) project delivery, however, Traditional Job Order Contract or Design-Bid-Build, may be considered. Services may include but are not limited to:

- 3.2.5.1 Design Addenda.
- 3.2.5.2 Pre-bid meeting.
- 3.2.5.3 Construction Cost/Bid Evaluation.
- 3.2.5.4 Recommendation to award.
- 3.2.5.5 Request for Qualifications Development.
- 3.2.5.6 Contractor SOQ Evaluations.

3.2.6 Task 6 Construction Administration Services may include but are not limited to:

- 3.2.6.1 Submittal Reviews.
- 3.2.6.2 RFI's Review and Response.
- 3.2.6.3 Review & Advise City Regarding Project Schedule.
- 3.2.6.4 Construction Observation, Start Up & Commissioning.
- 3.2.6.5 Contractor Pay Application Approvals.
- 3.2.6.6 Prepare, Certify and Submit Record Drawings.
- 3.2.6.7 Prepare, Certify and Submit Approval of Construction.
- 3.2.6.8 VZI well Intended Operations Summary.

3.2.7 Task 7 Geotechnical Services - Design Phase.

3.2.8 Task 8 Survey Services, TCE, Legal Descriptions and Exhibits - Design Phase.

4. EVALUATION CRITERIA

The project Design Team will be selected through a qualifications-based process. Design teams interested in providing these services must submit a Statement of Qualifications (SOQ) that address the following items:

1. Project Understanding and Approach 55%
2. Experience of Key Personnel 25%
3. Experience of the Firm 20%

5. SELECTION PROCESS AND SCHEDULE

The successful Firm will be selected through a process which consists of up to three (3) evaluated elements: 1) Statements of Qualifications (SOQ) submitted in response to this RFQ, 2) Reference checks and 3) If necessary interviews of the highest scored firms.

A selection committee will evaluate each SOQ in accordance with the criteria set forth in Section 4 above. The City reserves the right to perform reference checks. The City may or may not conduct interviews with the highest scored firms. However, the City may determine that interviews are not necessary. The interview invitation letter will provide the evaluation criteria to be used.

The following tentative schedule has been prepared for this project. Firms interested in this project must be available on the interview meeting dates, if held.



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SOQ due date	April 15, 2015
Interview List Notification, (if applicable)	May 11, 2015
Interviews, (if applicable)	May 18, 2015
Notice to Proceed	July 1, 2015

The City will enter into negotiations with the selected Offeror and execute a contract upon completion of negotiations of contract terms and proposed fee. If the City is unsuccessful in negotiating a contract with the selected firm, the City may decide to negotiate with the next highest scored firm until a contract is executed.

Firms selected for this procurement will be notified directly by the City. Notification to all other firms on the status of a selection on this procurement will be posted on the City of Goodyear website: www.goodyearaz.gov

The City may, at any time, at its sole discretion, terminate or reschedule the selection process.



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PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS

CON 15-3227

This Professional Services Contract ("Contract"), is made on this thirty first day of July, 2015 ("Effective Date"), by and between the City of Goodyear, an Arizona municipal corporation ("City") and Carollo Engineers, Inc., a Delaware corporation ("Contractor"). The City engages the Contractor to perform professional services for the project known as: **Vadose Zone Injection Wells** ("Project"). The City and Contractor may be referred to individually herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City is authorized by the City Charter to execute contracts for professional services;

WHEREAS, the Contractor represents that Contractor has the requisite expertise, and is qualified to perform the services described in this Contract; and

WHEREAS, the City and Contractor desire to memorialize their agreement with this Contract.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1 DEFINITIONS

- 1.1 "Contract" means this Professional Services Contract, including the standard terms and conditions, special terms and conditions, specifications/scope of work, fee schedule/price sheet, the solicitation documents, instructions to offerors (including documents referenced and included therein) and any attachments, exhibits and addendum referenced herein, the offer and any best and final offer as accepted by the City, and any amendments.
- 1.2 "Contractor" means the individual, partnership, entity, firm, company or corporation who, as a result of the competitive process, is awarded a contract by the City of Goodyear.
- 1.3 "Days" means calendar days unless otherwise specified herein.
- 1.4 "Litigation Expense" means any court filing fee and costs, arbitration fees or costs, witness fee, arbitration fees, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Contract, including, without limitation, in each case, attorneys' fees, professional fees, disbursements and each other fee and cost of investigating and defending, appealing or asserting any claim for indemnification under this Contract.
- 1.5 "Loss" means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge, other than a litigation expense.



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- 1.6 “Services”, “Work” or “Project” means the subject matter of this Contract as set forth in the Scope of Work.
- 1.7 “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any goods or services required for the performance of the Contract.
- 1.8 “Work Product” means but is not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original Mylar drawings, computer aided drafting and design (CADD) file, computer disks and/or other electronic records and media, and all “architectural work” and “works made for hire” as defined herein and by the United States Copyright Act, 17 U.S.C. § 101, *et seq.*

SECTION 2 SERVICES PROVIDED BY CONTRACTOR

- 2.1 Scope of Work. Contractor shall provide those “Services” described in **Exhibit “A”** (Scope of Work) attached hereto and incorporated herein by reference. Additional Services, which are outside the scope of basic services contained herein shall not be performed by Contractor without prior written consent of the City. Authorized additional Services shall be compensated for by a fee mutually agreed upon between the City and Contractor.
- 2.2 Professional Practices. All Services shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices. Contractor is responsible for knowing and complying with all applicable laws, rules, and regulations, including all applicable building regulations, license and permits requirements.
- 2.3 Performance to City’s Satisfaction. Contractor agrees to perform all Services required by this Contract to the complete satisfaction of the City and as required herein. If the quality of work is not satisfactory to the City, in addition to any and all other remedies available by law, the City in its discretion has the right to do any or all of the following: (i) Meet with Contractor to review quality of work and resolve the matters of concern; (ii) Require Contractor to repeat the work at no additional fee until it is satisfactory to the City; and/or (iii) Terminate the Contract as provided herein.
- 2.4 Investigation. Contractor warrants and agrees familiarity of the work is required to perform the Services, is satisfied as to the conditions under which it is to be performed, is competent to perform the Services and enters into this Contract based upon the Contractors own investigation.

SECTION 3 CONTRACT TERM

- 3.1 The Contract term shall be one (1) year commencing the Effective Date, unless terminated sooner in accordance with the provisions herein. The Contract may be extended for additional consecutive terms, not to exceed a total of five (5) years, subject to appropriations and the mutual agreement of the Parties.

SECTION 4 COMPENSATION AND BILLINGS/PAYMENTS

- 4.1 Compensation. Contractor’s total compensation, including those Services furnished by its Subcontractors, shall not exceed \$620,004., in accordance with the Fee Schedule attached hereto as **Exhibit “B”** and incorporated herein by reference.



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- 4.2 Method of Billing. Contractor will invoice City by the 10th day of each month for Services provided during the prior month. Invoices shall contain itemized hourly fees and specifically describe the Services performed, the name of the person(s) performing the Services, and supporting documentation.
- 4.3 Review and Withholding. City's Project Manager shall review invoices to certify payment requests. If an invoice is rejected, the City Project Manager will issue a notice of the items not approved for payment. If during the course of the Contract, Services performed do not meet the requirements set forth in the Contract, Contractor shall correct or modify the work to comply with the Contract requirements and the City shall have the right to withhold payment for such work until Contractor complies with the requirements of the Contract to the reasonable satisfaction of the City.
- 4.4 Payment. City shall pay Contractor within 30 days from the date the City receives a complete, correct and approved invoice.
- 4.5 Advance/Late Payments. Advance payments are not authorized. The City will not honor any invoices or claims which are tendered more than one (1) year after the last item of the account accrues.
- 4.6 Fund Appropriation Contingency. Funds may not presently be available for performance under this Contract beyond the City's current fiscal year starting July 1 and ending on June 30th of the following year. If payment for Contract Services extends into a new fiscal year, the City's obligation to pay for such performance is contingent upon approval of future appropriations by City Council to fund this Contract. The City shall have no legal liability to pay funds due for performance under the terms of the Contract until and unless such funds are appropriated.
- 4.7 Free on Board ("FOB") Destination. All prices are F.O.B final destination, unless otherwise provided.
- 4.8 Taxes. Contractor is solely responsible for any and all tax obligations that may result from Contractor's performance of this Contract.

SECTION 5

PROJECT TEAM/SUBCONTRACTORS/CITY PROJECT MANAGER

- 5.1 Project Team Selection. Prior to the start of any Services, Contractor shall provide the City detailed resumes of the proposed project manager, team members, and all subcontractors Contractor wishes to assign or use to perform the Contract Services for review and final approval by the City. Contractor will maintain an adequate and competent staff of qualified persons with sufficient training, knowledge and experience consistent with applicable standards as required by this Contract. The project manager shall be responsible for and supervise all project team members and any other employees and subcontractors assigned by the Contractor. Contractor agrees that, once assigned to work under this Contract, the project manager and team shall not be removed or replaced without prior written consent of the City.
- 5.2 Discharge, Reassign, Replacement. Contractor will not discharge, reassign, replace or diminish the responsibilities of any team member approved by the City without City's prior written consent unless that person leaves the employment of Contractor, in which case the substitute must be approved by the City. Contractor will promptly remove any project team member at the City's request if that member's performance does not equal or exceed the level of competence the City may reasonably expect of a person performing those duties or if the City reasonably believes the acts or omissions of that person are detrimental to the development of the Project.
- 5.3 Coordination; Interaction. Contractor's project team are expected to work in close consultation and cooperation with all professionals working on the Project.



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- 5.4 Subcontracts. Contractor shall not enter into any subcontract for the performances of any Service for this Contract without the prior approval of the City's Project Manager. Contractor shall identify all proposed subcontractors and subcontractor's proposed responsibilities. All subcontracts shall incorporate by reference all terms and conditions of this Contract. Contractor is solely responsible for the performance and payment of its subcontractors.
- 5.5 City Project Manager. The City will designate a City Project Manager to act on behalf of the City during the term of this Contract. The City Project Manager has the authority to administer this Contract and shall oversee and monitor compliance with all Contract terms and conditions. All requests for information or decisions to be made by the City for this Contract shall be directed to the City Project Manager.

SECTION 6 LICENSING, DEBARMENT AND SUSPENSION

- 6.1 Licensing/Permits. Contractor warrants and certifies that Contractor and its Subcontractors will maintain valid licenses, registrations, permits, and other approvals necessary to perform the Services required under this Contract ("Approvals"). Contractor shall immediately advise the City in writing of any change in information provided by Contractor or its subcontractors as it relates to any Approvals. Noncompliance with this provision is a material breach of Contract.
- 6.2 Debarment/Suspension. Contractor warrants and certifies neither Contractor nor any of its subcontractor:
- Are presently debarred, suspended, proposed for debarment, declared ineligible or otherwise legally excluded from contracting with any federal, state or local government entity; and
 - Have not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property within a three (3) year period preceding this Contract;
 - Are not, or have not been, indicted of or otherwise criminally charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing any public transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and
 - Have not had one or more public transaction (federal, state or local) terminated for cause or default.
- 6.3 City has no affirmative duty or obligation to confirm or deny the existence or issuance of any Approvals or Debarments, or to examine Contractor's contracting ability.

SECTION 7 WORK PRODUCT/CONFIDENTIALITY/ENCRYPTION

- 7.1 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and/or any related subcontract ("Intellectual Property") shall be work made for hire and the City shall be considered the creator of such Intellectual Property. The City shall own the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the City, within 30 days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to vest ownership of the Intellectual Property in the City and shall take no affirmative actions that may have the effect of vesting all or part of the Intellectual Property in any entity or person other than the City. If applicable, Contractor shall place the professional seal of Contractor on



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all plans and documents prepared in the performance of this Contract. This section is intended to apply to all original designs, plans and specifications exclusively developed for the City by Contractor and not intended to apply to standard details, systems and specifications developed and used by Contractor which shall remain the property of Contractor and may be used with other projects without City's consent. Contractor warrants, and agrees to indemnify, hold harmless and defend the City for, from and against any claim that any Work Product infringes on third-party propriety rights. It is expressly agreed by Contractor that the covenants in this section are irrevocable and perpetual.

- 7.2 **Confidential/Proprietary.** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Contract are confidential, proprietary information owned by the City. Contractor shall not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager.

7.2.1 Contractor, its employees and subcontractors, in the course of their duties, may have access to financial, accounting, statistical, and personnel data of private individuals and employees of the City. Contractor covenants that all such data, documents, discussion, or other information developed or received by Contractor or provided in performance of this Contract, whether electronic format or hard copy, are deemed confidential or restricted City information, and shall be secured and protected to avoid unauthorized access, and not be disclosed by Contractor, its employees or subcontractors without prior written authorization from the City.

7.2.2 At a minimum Contractor shall ensure all electronic transmissions of confidential data are encrypted and any cryptographic algorithm implementations used have been validated by the National Institute of Standards and Technology (NIST). The use of proprietary encryption algorithms will not be allowed for any purpose. The export of encryption technologies is restricted by the U.S. Government.

7.2.3 In the event that Contractor reasonably believes that any Confidential Data has been compromised, Contractor shall notify the City Attorney immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

7.2.4 Contractor agrees to comply with this section and the Information Technology Non-Disclosure Agreement attached hereto and incorporated herein by reference; noncompliance is a material breach of Contract.

- 7.3 **City Use.** City may reuse the Work Product provided by Contractor and its subcontractor pursuant to this Contract at its sole discretion. In the event the Work Product is used for another project or modified by the City without further consultation with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of such use of the Work Product. In such case, City will also remove any seal and title block from the Work Product.

SECTION 8 TERMINATION

- 8.1 **Termination.** The City may terminate this Contract in whole or in part, with or without cause and for any reason, including the City's convenience, upon thirty (30) days written notice to the Contractor.
- 8.2 **Compensation.** In the event of termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. As compensation in full for Services performed to the date of such termination, the Contractor shall receive a fee for the percentage of services actually performed to the satisfaction of the City. This fee shall be in the amount mutually agreed upon by the Contractor



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and City, based on the Scope of Work and fee schedule. If there is no mutual agreement, the City Project Manager shall determine the percentage of work performed for each task detailed in the Scope of Work, with Contractor's compensation based on such determination and the fee schedule included herein.

- 8.3 Acts of Insolvency/Other. The City may terminate this Contract immediately by written notice to Contractor if any of the following occurs: Contractor becomes insolvent; makes a general assignment for the benefit of creditors; suffers or permits the appointment of a receiver for its business or assets; becomes subject to any proceeding under any bankruptcy or insolvency law, foreign or domestic; is wound up or liquidated, voluntarily or otherwise; persistently or repeatedly refuses or fails to complete the work required herein; persistently disregards law, rules or regulations; or fails to make prompt payment to subcontractors for material or labor.
- 8.4 Documents/Work Product. In the event of termination of this Contract, all documents and work product prepared by Contractor pursuant to this Contract including, but not limited to, finished or unfinished design, development and constructions documents, studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of the City's delivery of termination notice to Contractor, at no cost to the City. Any use of uncompleted documents without specific written authorization of Contractor shall be at City's sole risk and without liability or legal expense to Contractor.

SECTION 9 INSURANCE

- 9.1 Minimum Scope and Limits of Insurance. Contractors shall obtain and maintain in full force and effect during the life of this Contract, and any warranty period, all of the following minimum scope of insurance coverages with an insurance company duly licensed by the State of Arizona with a current A.M. Best Company, Inc rating of not less than A- or above and a category rating of not less than "8" with policies and forms satisfactory to the City. Use of alternative insurers requires prior written approval from City.

9.1.1 Commercial General Liability. Commercial General Liability insurance with a limit of not less than \$1,000,000, for each occurrence and \$2,000,000 in the aggregate. The policy shall include coverage for premises-operations, products/completed operations, contractual covering, personal injury/bodily injury, property damage, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG 00 01 07 98 or any replacement thereof. The certificate of insurance for the Commercial General Liability insurance policy shall expressly cover the indemnification obligations of indemnification required by this Contract. A general liability insurance policy may not be written on a "claims made" basis. These limits may be met through a combination of primary and excess liability coverage.

9.1.2 Automobile Liability. Commercial and Business Automobile Liability insurance for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than \$1,000,000, combined single limits, per occurrence for bodily injury and property damage. Coverage will be at least as broad as coverage Code 1 "any auto" under Insurance Service Office policy form CA 00 01 10 01 or any replacement thereof.

9.1.3 Workers' Compensation. Workers' Compensation as required by State and federal law statutes having jurisdiction over its employees engaged in the performance of any Services herein. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.



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9.1.4 Professional Liability ("E &O"). E&O liability insurance with policy limits of not less than \$1,000,000 each claim and \$2,000,000 annual aggregate limit. Architects' and engineers' coverage shall be endorsed to include contractual liability. Contractor shall obtain and maintain, such E&O liability insurance during the life of this Contract and for three years after completion of the work hereunder.

9.1.5 Umbrella/Excess Liability. Contractor and Subcontractor shall maintain Umbrella and Excess Liability insurance with an limit of not less than \$2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above. Primary per occurrence coverage may be used to fulfill this requirement.

9.2 Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.

9.3 Notice of Cancellation. Each certificate for each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage by endorsement to limits lower than those required by this Contract, except after prior written consent from the City. Notice will be sent as required herein.

9.4 Endorsements/Certificates of Insurance. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

9.4.1 Additional Insureds. "The City of Goodyear and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of, or related to, activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."

9.4.2 Additional Insured – Goodyear Ballpark and Recreational Complex. Any Contracts addressing, or related to, the Goodyear Ballpark and Recreational Complex shall also identify the Cleveland Indians Baseball Company, and the Cincinnati Reds, LLC as additional insured and endorse the same.

9.4.3 Primacy of Coverage. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of insurer's liability. Contractor's policy shall be primary and non-contributory.

9.4.5 Certificates of Insurance. Contractor shall provide the City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Contract. The insurance certificates shall be attached hereto and incorporated hereby by this reference.

9.5 No Representation of Coverage Adequacy. The insurance requirements herein are *minimum requirements*. The City in no way warrants that the minimum requirements are sufficient to protect Contractor from liabilities that might arise out of the performance of the Work under this Contract by Contractor, and the Contractor is free to purchase additional insurance. Any insurance coverage carried by the City or its employees is excess coverage and not contributory coverage to that provided by the Contractor. The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnification obligations under this Contract.



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- 9.6 **Non-Waiver.** The City reserves the right to review any and all insurance policies and/or an endorsement required by this Contract, but has no obligation to do so. Failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver of its obligation to maintain the required insurance at all times during the performance of this Contract. Any failure of Contractor to comply with the reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, agents, employees and volunteers.
- 9.7 **Notice of Cancellation.** Each certificate for each insurance policy required by this Section shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage by endorsement to limits lower than those required by this Contract except after prior written consent from the City.
- 9.8 **Claim Reporting.** Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- 9.9 **Other Contractors or Vendors.** Contractor shall ensure its subcontractors and any vendors that may be contracted with in connection with the Project procure and maintain insurance coverage as is appropriate for their particular contract and properly endorse the City as required in this Section 9.


SECTION 10

INDEMNIFICATION/RISK OF LOSS

- 10.1 **Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify, save and hold harmless the City, its elected officials, officers, agents and employees (hereinafter referred to as "Indemnatee") for, from and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorney's fees and Litigation Expenses asserted by a third-party (i.e. a person or entity other than City or Contractor) and that is caused by, related to, arises out of, or alleged to have resulted from, in whole or in part, any negligent, reckless or intentional acts, errors, fault, mistakes, omissions, work, or service of the Contractor, its directors, officers, employees, agents, representatives, or any tier of subcontractors or any other person for whose acts, errors, fault, mistakes omissions, work or service the Contractor may be legally liable in the performance of this Contract.

The Indemnification provided hereunder shall extend to claims arising out of, or recovered under, Arizona's Workers' Compensation Law or the failure of Contractor to conform to any applicable and appropriate law, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor agrees to waive all rights of subrogation against Indemnatee for claims arising from the work performed by Contractor, its directors, officers, employees, agents, representatives, or any tier of subcontractors pursuant to this Contract. The provisions of Section 10 are irrevocable and perpetual, and shall survive the expiration or termination of this Contract.

- 10.2 **Indemnification – Patent, Copyright and Trademark.** To the fullest extent permitted by law, Contractor agrees to defend, indemnify, save and hold harmless the City, its elected officials, officers, agents, and employees (hereinafter referred to as "Indemnatee") individually and collectively at Contractor's own expense, for, from and against any liability, including any and all expenses, losses, royalties, profits, judgments, damages, including all legal costs and expenses, court costs and attorney fees, for infringement of any patent, copyright, trademark and other proprietary rights of any third parties arising out of, related to or resulting from this Contract or use by the

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City of materials furnished or Services performed under this Contract. The City may be represented by, and actively participate through, its own counsel in such suit or proceedings, if it is so desires.

- 10.3 Cooperation. In the event any claim or action is brought against the City relating to Contractor's Services, Contractor shall provide the City with any and all reasonable assistance and cooperation which the City may require or request.
- 10.4 Title and Risk of Loss. Title and risk of loss of goods and Services shall not pass to the City until the City authorized personnel actually receives and accepts the goods or Services at the point of delivery; and such loss, injury or destruction shall not release the Contractor from any obligation hereunder. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming goods shall remain with the Contractor regardless of receipt.
- 10.5 Acceptance. All material and Services are subject to final inspection and acceptance by the City. Material or Services failing to conform to the specifications of this Contract shall be held at Contractor's risk and may be rejected by the City. If returned or rejected, all costs are the responsibility of the Contractor.
- 10.6 Force Majeure. Neither Party shall be in default by reason of any failure in performance of this Contract if such failure arises out of causes beyond their reasonable control and without the fault or negligence of said Party including, unforeseeable Acts of God; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions. If either Party is delayed at any time in the progress of the Work by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed Party from performing in accordance with this contract.

SECTION 11 REPRESENTATIONS/WARRANTIES

- 11.1 Warranties. Contractor warrants that all goods and Services provided under this Contract shall fully conform to the specifications of this Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 11.2 Safety. Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of law, rules, and regulations. If applicable, Contractor shall erect and properly maintain at all time, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post signs warning against known or unusual hazards.
- 11.3 Responsibility for Errors. Contractor shall be responsible for its work and results under this Contract. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's Project Manager regarding any Services rendered under this Contract at no additional cost to the City. In the event that an error or omission attributable to Contractor occurs, Contractor shall, at no cost to the City, provide all necessary design drawings, estimates and other professional services necessary to rectify and correct the matter to the sole satisfaction of the City.
- 11.4 Noncompliance with Section 11 is a material breach of Contract. Section 11 shall survive the termination or expiration of this Contract.



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SECTION 12 CONTRACTOR REPRESENTATIONS

- 12.1 Compliance with law. Contractor, its employees and subcontractors shall provide all Services under this Contract in compliance with all applicable laws, rules, regulations, building codes, life safety codes, and other standards and criteria designated by the City.
- 12.2 Non-Discrimination. Contractor shall not discriminate against any person on the basis of race, color, religion, age, gender, or national origin in the performance of this Contract, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354 as amended; the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989 and Arizona Executive Order 2009-09 as amended, in performing this Contract and to permit the City to verify such compliance.
- 12.3 E-Verify. Pursuant to the provisions of the Federal Immigration and Nationalization Act and A.R.S. § 41-4401, as amended, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with all federal immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. § 23-214. The City may request verification of compliance from Contractor and any of its subcontractors under this Contract. The City reserves the right to confirm compliance. Should the City suspect or find that the Contractor or any of its subcontractors are not in compliance, the City may pursue any and all remedies allowed by law, including, but not limited to suspension of Services, termination of the Contract for breach or default, and suspension and/or debarment of the Contractor. All costs necessary for compliance shall be solely borne by the Contractor.
- 12.4 Evidence of lawful presence in the United States. In accordance with A.R.S. §§ 1-501, 1-502, as amended, and as a condition of entering into this Contract, a natural person shall execute an affidavit, and present one of the identification documents identified by statute, verifying their lawful presence in the U.S. Failure to execute this affidavit upon submittal of the Contract documents shall be considered nonresponsive and shall result in rejection of the submitted response and automatic cancellation of this Contract. Companies, corporations, and limited partnerships (anyone other than an individual) are not required to complete and submit this form prior to receiving a public benefit.
- 12.5 Liens. Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or its subcontractors in the performance of the Services required under this Contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied before the City will make final payment.
- 12.6 Notice of Action/Suit. Contractor shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this Contract and/or which may affect the Contractor's performance under this Contract.
- 12.7 Advertising. Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the City Manager.
- 12.8 City Logos/Marks. Contractor shall not use any trade name, trademark, service mark, or logo of the City (or any name, mark or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
- 12.9 Public Records. Contractor acknowledges all Contract documents provided to the City may be subject to disclosure pursuant to Arizona Public Records laws.



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SECTION 13 RIGHTS/REMEDIES

- 13.1 **Right of Assurance.** Whenever one Party to this Contract in good faith has reason to question the other Party's intent or ability to perform, that Party questioning performance may demand that the other Party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding Party may treat this failure as an anticipatory repudiation of the Contract.
- 13.2 **Stop Work Order.** The City may, at any time by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the Contractor. The order shall be specifically identified as a Stop Work Order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 13.3 **Non-Exclusive Remedies.** The rights and remedies of the city under this Contract are non-exclusive.
- 13.4 **Right of Offset.** The City shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the City, or damages assessed by the City concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.
- 13.5 **Strict Performance.** Failure of either Party to insist upon the strict performance of any item or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of goods or Services, obligations imposed by this Contract or by law shall not be deemed a waiver of any right of either Party to insist upon the strict performance of the Contract.

SECTION 14 GENERAL PROVISIONS

- 14.1 **Modification.** No supplement, modification, or amendment of any term of this Contract will be deemed binding or effective unless in writing and signed by the Parties with authority to do so.
- 14.2 **Delegation and Assignment.** No Party may delegate, assign, sublet or transfer any of its rights, or performance under this Contract, except with the prior written consent of the other Party which shall not be unreasonably withheld. Any purported assignment or delegation in violation of this Section is void.
- 14.3 **Third Party Beneficiary.** Nothing under this Contract shall be construed to give any rights or benefits in this Contract to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of City and the Contractor, and not for the benefit of any other Party.
- 14.4 **Disputes, Governing Law, Attorney Fees.** This Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of Arizona, without regard to choice of law or conflicts of laws principles thereof. Any action arising out of this Contract shall be commenced and maintained in Maricopa County Superior Court, Arizona. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the U.S. District Court located in Phoenix, Maricopa County, Arizona. The prevailing Party shall be reimbursed by the other Party for all attorney fees and all costs and expenses, including but not limited to all



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service of process, filing fees, court and court report costs, investigative costs, and expert witness fees which are incurred in any legal proceeding whatsoever arising out of this Contract, including, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing.

- 14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.
- 14.6 Entire Agreement. This Contract constitutes the entire agreement of the Parties and supersedes all previous representations, written or oral, with the respect to the subject matter, goods and Services specified herein. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded by this Contract. This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the drafting Party. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.
- 14.7 Severability. If any provision in this Contract or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
- 14.8 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the following order: 1. Standard Terms and Conditions; 2. Statement or Scope of Work; 3. Solicitation, Instructions to Offerors (including other documents referenced or included); 4. Offer; 5. Fee Schedule/Price Sheet; and 6. Attachments, Addendums and Exhibits
- 14.9 Independent Contractor. Each Party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee, agent, subcontractor or subcontractor of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
- 14.10 Ambiguities Not Held Against Drafter. This Contract having been freely and voluntarily negotiated by all Parties and the rule of contract construction that ambiguities, if any, in any term or condition of an agreement are held against the drafter of the agreement is not applicable to this Contract.
- 14.11 Waiver. The delay or failure of either Party at any time to require performance of compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Contract shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence of event shall not be deemed a waiver of any right a waiver of any right or remedy in respect to any occurrence or event, nor shall any waiver constitute a continuing waiver.
- 14.12 Survival. The Parties agree that each Party shall remain obligated to the other Party under all provisions of this Contract that expressly or by their nature extend beyond and survive the expiration or termination of this Contract. This includes by way of example, but not limitation, the provisions addressing insurance, indemnification, warranties, damage, Information Technology Nondisclosure, and audit provisions.



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- 14.13 Time is of The Essence. Time of each of the terms, covenants, and conditions of this Contract is hereby expressly made of the essence. Contractor is providing Services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- 14.14 Non-Exclusive Contract. Any subsequent Contract resulting from the solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City. Contractor acknowledges that the City may enter into agreements with other contractors to obtain the same or similar services that are the subject of this Contract or may have its own employees perform services similar to those services contemplated by the Contract.
- 14.15 Audit of Records. Contractor, and its subcontractors that perform any work under this Contract, shall retain all books, accounts, reports, files and any and all other records relating to the Contract for six (6) years after completion of the Contract and upon written request, shall make such records available to the City for review, inspection, and audit. Contractor shall deliver all records, at no cost to the City, to the Goodyear City Hall, 190 N. Litchfield Road, Goodyear, Arizona, or to such other City facility within the City as designated by the City. If approved by City Attorney in writing, photographs, microphotographs, or other authentic reproductions may be maintained instead of original Contract Documents.
- 14.16 Audit/Billing and Expenses. The City reserves the right to request supporting documentation for all hourly amounts or reimbursable expenses charged to the City. Such records will be subject to audit at any time during the term of this Contract and for a period not to exceed two (2) years after any amount is billed. Within thirty (30) days of receiving a request, Contractor will furnish to the City original invoices and payroll records to support all charges. The City reserves the right to audit all supporting evidence necessary to substantiate charges related to this Contract, both direct and indirect costs, including overhead allocations if they apply to hourly costs associated with this Contract. If requested by the City, Contractor will provide supporting records electronically in addition to a hard copy. If the audit reveals overcharge, the Contractor will reimburse the City upon demand for the amount of such overcharges plus interest thereon from the date paid by the City through the date of reimbursement. If the overcharges exceed 5% of Contractor's compensation, Contractor shall also reimburse the City for the cost of the audit. Contractor shall include this subsection in all contracts with subcontracts providing materials/Services for this Contract.
- 14.17 Cooperative Statement. This Contract shall be for the use of the City. In addition, political subdivisions, nonprofit organizations and public health institutions may in its discretion may participate (piggyback) at on this Contract if the Contractor agrees to do so.
- 14.18 Headings/Captions. Headings and captions appearing in this Contract have been inserted for convenience of reference only and in no way define, limit, or enlarge the scope or meaning of this Contract or any provision hereof.
- 14.19 Conflict of Interest. This Contract is subject to cancellation by the City, without penalty or further obligations, pursuant to the provisions of A.R.S. § 38-511, as amended.
- 14.20 Notices. Unless otherwise provided herein, demands under this Contract will be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally delivered to the Party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified postage prepaid and properly addressed as follows:



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To Contractor:

Guy Carpenter, P.E.
Carollo Engineers, Inc.
4600 East Washington Street, Suite 500
Phoenix, AZ 85034

Jessica Dresang, P.E.
Carollo Engineers, Inc.
4600 East Washington Street, Suite 500
Phoenix, AZ 85034

To City:

Brad Richards, PE
Project Manager, Engineering
190 N. Litchfield Road
Goodyear, AZ 85338

Copy to:

City Attorney
City of Goodyear
190 N. Litchfield Road
Goodyear, AZ 85338

- 14.21 Modification or Waiver. Any changes, alterations, or modifications to this Contract, including agreed upon interpretation of meaning and other mutually agreed upon conditions provided for in this Contract, shall be made by written instrument executed by all Parties and adopted in the manner by which this Contract was adopted.
- 14.22 Counterparts. This Contract may be executed by the Parties in any number of separate counterparts, each of which when executed and delivered shall be deemed an original, and all such counterparts shall together constitute one original document. All signatures need not be on the same counterpart.
- 14.23 Authorization. Each Party warrants and represents that it has full power and authority to enter into and perform this Contract and the person signing on behalf of each Party has been properly authorized and empowered to enter this Contract. Each Party further acknowledges it has read this Contract, understands it, and agrees to be bound by it.
- 14.24 Electronic Signature. The signatures on this Contract may be an original signature, or an original signature that has been replicated by photocopy, electronic or other digital means or fax.



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SECTION 15 FEDERALLY FUNDED CONTRACT PROVISIONS

15.1 FEDERAL LAW COMPLIANCE

- 15.1.1 Equal Employment Opportunity. The successful bidder and all subcontractors will be required to maintain nondiscriminatory hiring and employment practices in performance of this Contract; to ensure that applicants are employed, and employees are placed, trained, upgraded, promoted, and otherwise treated without regard to race, color, religion, sex, or national origin; and to comply with the terms and intent of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented by Department of Labor regulations (41 CFR chapter 60).
- 15.1.2 Wage Statements and Records. In performance of the Contract, the successful bidder and all subcontractors will be required to maintain and submit weekly wage statements and to comply with the terms and intent of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented by Department of Labor regulations (29 CFR Part 3).
- 15.1.3 Work Hours and Safety Standards. In the performance of this Contract, the successful bidder will be required to comply with the work hour and safety standards set forth in 40 U.S.C. §§ 3701-3703, as supplemented by Department of Labor regulations (29 CFR Part 5).
- 15.1.4 Environmental Standards. In performance of the Contract, the successful bidder will be required to comply with all applicable air quality and emissions standards issued under the Clean Air Act (42 U.S.C. § 7401), federal procurement provisions in the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- 15.1.5 Energy Conservation. In performance of the Contract, the successful bidder will be required to comply with all mandatory standards and policies relating to energy efficiency which are contained in Arizona's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (94 Pub. L. 163, 89 Stat. 871).

15.2 FUNDING AGENCY REQUIREMENTS

- 15.2.1 Reporting. City has certain reporting requirements to the Bureau of Reclamation ("funding agency") and the successful bidder may be required to provide City with information to facilitate City's compliance with the following reporting requirements.
- 15.2.1.1 City is required to submit semi-annual financial status reports.
- 15.2.1.2 Although the funding agency relies on on-site technical inspections and certified percentage-of-completion data to monitor progress, the funding agency may require additional formal performance reports when necessary.
- 15.2.1.3 City is required to report events that occur between the scheduled performance reporting dates when they have significant impact upon the grant-supported activity. Such events include the following.



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15.2.1.3.1 Delays or adverse conditions that will materially impair the ability to meet the objective of the award, and the actions taken or contemplated, or any assisted needed, to resolve the situation.

15.2.1.3.2 Favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

15.2.1.4 The funding agency may make site visits as warranted by program needs and has the right to inspect and evaluate the work performed or being performed under the Contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay work.

15.2.1.5 The funding agency may waive any performance report.

15.3 INTELLECTUAL PROPERTY

15.3.1 The funding agency and the Federal Government reserve certain rights pertaining to intellectual property and work developed in the performance of the Contract, as set forth in the provisions of 43 CFR Subtitle A, § 12.936 (10-1-10 Edition) and 37 CFR Part 401.

15.4 RECORDS INSPECTION AND RETENTION

15.4.1 Access to Documents. The successful bidder may be required to grant the funding agency or other duly authorized representatives access to any books, documents, papers, and records of the successful bidder relating to the Contract for the purpose of making audits, examination, excerpts, and transcriptions.

15.4.2 Records Retention. The successful bidder will be required to retain all records relating to the Contract for three years after City makes final payments and all other pending matters are closed.

END OF STANDARD TERMS AND CONDITIONS


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EXHIBIT A CONTRACTOR'S OFFER

BACKGROUND and OBJECTIVES: The City of Goodyear (City) owns and operates the Soil Aquifer Treatment (SAT) Site for the purpose of recharging the regional aquifer with up to 4-mgd of reclaimed water from the City's 157th Avenue Water Reclamation Facility (WRF). The facility is operated according to a Temporary Individual Aquifer Protection Permit (APP P-511420) issued by the Arizona Department of Environmental Quality (ADEQ), and is able to accrue up to 3.15-mgd of storage credits pursuant to an Underground Storage Facility (USF) permit (71-223125) issued by the Arizona Department of Water Resources (ADWR). The APP's termination date for pilot operation of the facility is May 22, 2016, which is the impetus for the Vadose Zone Injection (VZI) Wells Project, its associated schedule for completion, and the reason for delivering the project through the Construction Manager at Risk (CMAR) delivery method.

The City secured a \$300,000 grant from the United States Bureau of Reclamation (USBR) to provide funding for the project, which was estimated by Goodyear to cost approximately \$2.1 million resulting in an overall project budget of \$2.4 million. As a condition of the grant funding, the USBR requires specific financial and project progress reporting throughout and at the conclusion of the project. Hydraulic modeling of the aquifer has been completed, and the City is in the final process of obtaining the necessary permits from ADWR and ADEQ.


Fifteen (15) VZI wells are currently being permitted through ADEQ and ADWR to be located along Estrella Parkway and Yuma Road. ADWR has indicated to the City that the first five VZI wells associated with this project must be installed on Estrella Parkway closest to Van Buren Street. More specifically, the City prefers well locations within the right-of-ways (ROWs) to the east of Estrella Parkway.

The purpose of this project is for Carollo Engineers (ENGINEER) to:

1. Design the five (5) vadose zone injection wells and one monitoring (point of compliance) well, and coordinate with the City's CMAR;
2. Oversee the drilling, testing, and drill permitting of the VZI wells;
3. Perform the equipping design for the VZI wells, and including the connecting pipeline between the existing reclaimed water pipeline and the wells, one monitoring well and SCADA;
4. Conduct construction administration for the construction and installation of the wells, piping, valves, electrical conduit and wiring, and instrumentation and SCADA.

Assumptions/exclusions for the project include:

1. All five (5) of the VZI wells will be located off of the pavement on the east side of Estrella Parkway within the half mile bounded by Van Buren Rd to the north and Harrison St to the south,

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per permit requirements. If there is inadequate space to locate all five of the wells in this half-mile section, then some wells may be placed in the south half-mile of this alignment.


2. The design of VZI wells on the west side of the roadway is not included in this scope.
3. The design of a pipeline used to convey back-flush water from the wells to sewer is not included in this scope of work. We recommend the CITY use temporary containment tanks to store flush water during backwash operation.
4. Carollo will incorporate the City's datum into the survey file.
5. Neither the existing nor new monitor wells will be tied into SCADA or have electrical work associated with them.
6. The City and City entities (Engineering Plan Review and Building Safety Department) shall review and provide comments to the ENGINEER of the plan review submittals in a timely manner. Since this project is short-tracked, the City will expedite the return of review comments as much as practical.
7. Communication will be via fiber optic cable and will be designed from the existing City potable well site along Estrella Pkwy and south of Yuma Rd to the vadose zone wells. SCADA work at the SCADA Master will be incorporated into the existing SCADA system.
8. Drilling of the wells assumes that the drilling process does not encounter utilities not identified in the utility study, which would require additional coordination effort. If utilities are located during drilling that are not identified during the Blue Stake/utility investigation, additional fees may be required to modify drilling procedures.
9. Potholing for existing utilities is not included in the fee, and will be part of the CMAR scope based on the final design. Utility identification will be via Blue Stake and topographical features identified in the site survey.

The following tasks detail the ENGINEER's scope of work for this project.

Task Series 100 – Project Management

Task 101 General Project Management

The ENGINEER will provide project management for the duration of the project. This includes oversight of the project team, monitoring project progress, preparing status reports and invoices, managing subcontractors, consulting with and advising the City during design and construction, and coordinating with other City consultants on behalf of project objectives. This task also includes assisting the City with the United States Bureau of Reclamation (USBR) reporting requirements through the preparation of reporting materials.

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Task 102 Conduct Meetings

The ENGINEER will conduct meetings and workshops with the CITY to discuss technical aspects of the design; progress in development of design, drawings, and specifications and gain input; and discuss related issues that may affect project results. Biweekly meetings will occur during the first two months of the project (5 meetings), followed by one meeting for each design submittal (total of 4 meetings for the preliminary design, 60% design, 90% design, and final design) and two (2) CMAR meetings for a total of twelve (12) meetings.

Deliverables:

The ENGINEER will draft and email meeting minutes for each meeting between the City and ENGINEER. Meeting minutes will be distributed to the CMAR.

Task Series 200 – Vadose Zone Well Design and Permitting

The ENGINEER will coordinate the development of the well design documents, assist with well driller bidding, coordinate well permitting, and oversee well drilling and installation.

Deliverables:

The ENGINEER will summarize the design and preliminary Engineer's Opinion of Probable Cost of drilling and installation of five (5) VZI wells and one (1) monitor well in a VZI Well Design Technical Memorandum (TM).

Task 201 Review Effluent Water Quality


The ENGINEER will review existing effluent water quality data provided by the CITY to determine the appropriate well design, including filter pack and well materials, and to evaluate potential impacts to long-term VZI well performance. Also included in this subtask is a field visit to inspect and review the Perryville Prison grinder pump, SAT Site strainer, and GYWRF disc filter effluent to determine potential impacts to the vadose zone wells.

Task 202 Develop Preliminary VZI Well Design

This task includes the development of the design of the casing and screen materials, other annular tubing strings, depths and diameters, annular fill materials, etc. The ENGINEER will also provide support for well equipping including down-hole and subgrade automation and SCADA control.

Deliverables:

The ENGINEER will prepare a VZI Well Design Technical Memorandum (TM), including three (3) hard copies and one electronic copy of the draft, and three (3) hard copies and one (1) electronic copy of the final TM.

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Task 203 Prepare Site Safety and Health Plan

The ENGINEER will prepare a Site Safety and Health Plan to be submitted to the CITY, and used during the construction management of the VZI wells.

Deliverables:

Three (3) hard copies and one (1) electronic copy of the Draft Site Safety and Health Plan; Three (3) hard copies and one (1) electronic copies of the Final Plan.

Task 204 VZI Well Technical Specifications & ADWR Notice of Intent (NOI) to Drill Permitting

The ENGINEER will prepare a technical specification document for the installation of the five VZI wells and piezometer. The technical specification will detail the requirements for drilling, well construction materials, construction methods, well development, and preliminary testing at the wells.

This task also includes ADWR permitting for the five VZI wells. ADWR permits are required as a condition of the USF permit. A permit for the piezometer will also be obtained. Permit fees are included as part of this scope of work.

Deliverables:


Draft and final Technical Specifications, five VZI ADWR well permits, and one piezometer permit. Five (5) hard copies and one electronic copy of the draft technical specifications, and one (1) electronic copy and five (5) hard copies of the final (sealed) technical specifications that will be delivered to the CMAR.

Task Series 300 – Well Equipping Design and Permitting (MCESD and City Permits)

This task prescribes submittals the ENGINEER will prepare for CITY review as progress is made on project design and preparation of construction drawings and specifications. Deliverables from the ENGINEER will be reviewed by the CITY, the CMAR, Maricopa County, and ADWR during design development. Construction drawings and technical specifications will be completed in accordance with the ENGINEER’S drafting standards, standard specifications, and applicable CITY standard details.

The ENGINEER will prepare a preliminary design report as well as progress submittal packages when design, drawings, and specifications are considered 60%, 90%, and 100% (final) complete. All submittals will be made electronically to the City in pdf format up through 60%, unless otherwise requested. Submittals will be titled and submitted separately as Owner sets, Building Safety sets, and Engineering Plan Review sets. The ENGINEER’S CAD standards will be used for creation of drawings.

The design effort includes siting the five (5) vadose zone wells on the eastern side of Estrella Parkway in the half mile south of Van Buren Road, designing the connecting pipeline between the existing reclaimed water line in the eastern side of Estrella Pkwy and the vadose zone wells, and the equipping design of the five (5) vadose zone wells and one (1) monitor well. If all five of the wells cannot be located in the half-

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mile segment listed above, then some may be moved to the south half of the alignment along Estrella Parkway. Electrical power will be provided to various equipment and instruments, excluding the monitor wells. Fiber optic cable will be used to design the communications element of the vadose zone wells with the WRF. Signals will be taken from the VZI wells, through the existing potable well site, to the SCADA Master Room in the Public Works Administration Building.

Task 301 Preliminary Design

Preliminary design will include defining project components required to meet specific project objectives; determining the basis of design; verifying site conditions to understand opportunities and constraints that may be imposed upon the project and its design; preparing schematic drawings to determine general scope, preliminary design, scale, and relationships among project components; preparing an opinion of probable construction cost; and preparing the Preliminary Design Report (PDR).

This task also includes surveying of the project area for topography, grading, major aboveground elements, and indicators of below-ground utilities. Additionally, a geotechnical investigation consisting of three (3) or four (4) 15-20 foot borings will be performed along the VZI well alignment in Estrella Parkway, and will be used to determine if special design considerations are needed for the connecting pipeline or the vaults.

The PDR will also include the following items that will not be part of the design documents:


1. Provide a review and analysis of the effluent pump station at the Goodyear WRF, and will provide recommendations for any upgrades that may need to be done as a separate project.
2. Provide a review and analysis for conveying excess bulk reclaimed water supplies to Liberty Water Company, and recommendations for implementation of this work.
3. Provide a technical memorandum, as part of the PDR, which reviews and analyzes treatment options regarding the Goodyear WRF effluent quality concerns specific to the vadose zone wells. The memorandum will include recommendations about well operation based on water quality results.
4. Appendices consisting of the Health and Safety Technical Memorandum for the drilling operation, portions of the Well Completion Reports, and any other documentation substantiating the project design.

Deliverables:

Three (3) hard copies of the preliminary PDR; Three (3) hard copies and one (1) electronic copy of the final PDR.

Task 302 60% Progress Submittal

The ENGINEER will develop and deliver 60% completion drawings and specifications. The work will be shown in sufficient detail that a Construction Manager at Risk (CMAR) can recognize general building

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elements and requirements for construction and develop a preliminary cost model. Additionally, all comments from the PDR will be satisfactorily addressed.

Deliverables:

Five (5) hard copies and one (1) electronic copy of the half-size plans and specifications.

Task 303 90% Progress Submittal

The ENGINEER will prepare and deliver 90% design drawings and specifications. The design will undergo internal quality management review prior to the delivery of the design. Copies of the 90% submittal will be provided to the City of Goodyear Building Safety and Engineering Departments, and Maricopa County Environmental Services Department (MCESD) for the purpose of obtaining construction permits from both agencies. These submittals will be noted as 'Agency Review Set' and signed and sealed to meet the review requirements.

Deliverables:

Five (5) hard copies and one (1) electronic copy of the half-size plans and specifications. Submit two (2) hard copies (full-size) to Building Safety for review. City of Goodyear Project Dox submittal for City Engineering Department Review. Agency Review Submittal to be delivered to MCESD to obtain the County's Approval to Construct for the project.

Task 304 100% Design Submittal

Final Drawings and specifications will be complete and accepted by the CITY and construction permitting agencies noted in Task 303. All construction documents will be complete and ready for construction pricing of the work.


Deliverables:

Five (5) hard copies and one (1) electronic copy of the half-size plans and specifications, and two (2) hard copies of the full-size plans.

Task 305 Opinions of Construction Cost

The ENGINEER will prepare an opinion of probable construction cost with the PDR, and will review the CMAR cost model at all other design submittals.

The Consultant has no control over the cost of labor, materials, equipment, services or schedules furnished by others, or over the construction contractor's methods of determining prices, or other competitive bidding or market conditions, practices, bidding strategies or scheduling methodologies. Cost estimates and construction schedule estimates are based on the Consultant's opinion based on experience and judgment. The Consultant cannot and does not guarantee that proposals, bids or actual Project

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construction costs and/or schedules will not vary from cost estimates and construction schedule estimates prepared by the Consultant.

Deliverables:

Five (5) hard copies and one (1) electronic copy of the preliminary opinion of probable construction cost.

Task 306 Coordination with CMAR During Design

The City is anticipating that a Construction Manager at Risk (CMAR) will be brought into the project around the 60% design timeframe. The ENGINEER will coordinate with the CMAR as necessary during the design as part of the planned workshops, addressing design review comments from the CMAR, and participating in potential cost savings and constructability review efforts. This scope includes up to two (2) meetings specifically to meet on CMAR related topics, which are accounted for in Task 102.

Task 307 Permitting

Permitting during design includes Maricopa County Environmental Services Department (MCESD) and the City of Goodyear Building Safety and Engineering Departments. All fees associated with these permits and reviews will be submitted by the ENGINEER.

For MCESD, an Approval to Construct (ATC) will be obtained in order to move forward with construction. The ATC requires 90% plans and specifications (noted as 'Agency Review Set'), assembling the Approval to Construct (ATC) forms, and paying fees associated with the ATC review.

The Building Safety Department will perform a review of the final construction documents and issue a Building Safety Approval. The Building safety review fee is based on the total cost estimate of all improvements.


The Engineering Department will perform a review of the final construction documents. The Engineering Department bills at a rate of \$150/sheet, which is included in the ENGINEER'S fee.

This scope assumes the ADEQ and ADWR permitting is being completed by the CITY, except for the NOI to Drill permit.

Task Series 400 – Construction Administration

Task 401 Representation on Behalf of City

The ENGINEER will consult with and advise CITY during construction. The extent and limitations of the duties, responsibilities, and authority of the ENGINEER as assigned herein shall not be modified, except as the ENGINEER and CITY may otherwise agree in writing. All CITY and the ENGINEER instructions to Contractor(s) will be issued through the CITY's Project Representative who will have authority to act on behalf of CITY.

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


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

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

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

1. Preconstruction conference: The ENGINEER will attend a preconstruction conference. At the conference, the ENGINEER will identify field services to be provided by and discuss appropriate coordination procedures.
2. Progress meetings (assumes biweekly meetings for 6 months for a total of twelve (12) construction progress meetings), quality control, and coordination: The ENGINEER will attend progress meetings on a monthly basis and provide quality control inspections during the course of construction to verify that the overall technical correctness of the construction phase services and that specified procedures are being followed and that schedules are being met. The ENGINEER will provide coordination functions during the construction phase as follows:
 - a. Attend monthly progress meetings and other requested coordination meetings with the CITY representative and other City staff as appropriate;
 - b. Coordinate with regulatory and approving agencies and utilities as required; and
 - c. Coordinate the work of specialty subconsultants assigned to the Project.
3. Provide project documents: The ENGINEER will maintain and provide the following detailed project records and documentation during the construction phase:

The Project records shall include correspondence, schedules, submittals, test data, project data, clarifications, mark-ups of drawings and specifications, control system documentation and other such documentation. Project records shall be delivered to the CITY's representative upon completion of the construction contract.

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Task 402 Construction Inspection Services During Drilling

The ENGINEER will oversee the drilling and provide inspection services during the drilling of the boreholes. As part of this effort, the ENGINEER will prepare detailed lithologic logs of the cuttings, confirm and document subsurface conditions at each VZI well site, and identify those portions of the vadose zone with the greatest potential for groundwater recharge. The drilled cuttings from each 10-foot interval will be secured in specially designed chip trays which will be provided to the CITY for archival purposes. This task also includes review and responses to RFI's. At the completion of drilling, the ENGINEER will provide oversight of preliminary capacity testing. The schedule and fee assume that water from a nearby CITY fire hydrant can be used for injection, which will be metered and paid for by the CITY. The ENGINEER will monitor the water level responses in the VZI wells and establish preliminary well efficiencies. Each preliminary injection test will be conducted for 8 hours. A VZI well installation report will be prepared after preliminary testing is complete. This task includes one (1) meeting by the ENGINEER during the drilling process, which is separate from the work that the hydrogeologist (subcontractor to ENGINEER) performs. This task also includes the monitor well installation oversight.

Deliverables:


The ENGINEER will submit detailed lithologic logs of the cuttings and chip trays of drilled cuttings from each 10-foot interval.

Task 403 Review Shop Drawings (Submittals) and Test Results

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

We understand that deferred submittals will be required by the Building Safety Department for structural items such as the wellhead vaults.

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

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Submittal review efforts are based upon up to thirty (30) submittals at a maximum of two (2) reviews per submittal and that no more than fifty percent (50%) of the total number of first submittals will require two (2) reviews.

Task 404 Request for Information (RFI)

The ENGINEER will prepare instructions to Contractor(s); issue necessary interpretations of the construction documents; act as initial interpreter of the requirements of the construction documents and judge the acceptability of the work thereunder, and make recommendations on all claims of CITY and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the construction documents pertaining to the execution and progress of the work. The ENGINEER will render interpretations or decisions in good faith and in accordance with the requirements of the construction documents with City authorization.

The ENGINEER will respond to the CITY's representative and/or Contractor to clarify and/or interpret technical or design related questions. The ENGINEER will respond to issues raised during construction regarding interpretation and clarification of the contractual administrative and technical requirements of the construction documents. The ENGINEER will serve as the CITY's advisor in resolution of these issues.

Issuance of interpretations effort is based upon a maximum of six (6) requests for information.

Task 405 Minor Changes, Change Order Requests, and Change Orders

The ENGINEER, consulting with the CITY's representative, may recommend minor changes in the Work which are consistent with the intent of the construction contract documents and which do not involve a change in Project cost, time for construction, Project scope, aesthetics, or approved design elements. Any such minor changes shall be implemented by written field order by the CITY's representative. Except as provided in this paragraph, The ENGINEER shall not have authority to direct or authorize changes in the Work without the CITY's prior written approval.


The ENGINEER will promptly consult with and advise the CITY concerning all change order requests and change orders.

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

The ENGINEER will prepare written justification explaining the merits for the change and the cost of the Work and a recommendation for the CITY's approval and acceptance.

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

1. Examine all documentation pertaining to the change order request required of the Contractor;
2. Take such other action as may be reasonably necessary or as the CITY may request; and

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3. Make a recommendation to the CITY concerning any appropriate adjustment in the construction cost and/or time.

Changes and substitutions shall be limited to the scope of the Project as defined by the construction documents or additional work as may be requested by the CITY.

Efforts to prepare and review change order documents are based upon no more than three (3) change orders.

Task 406 On-Site Inspection and Review of Work

The ENGINEER's representative(s) shall periodically visit the Project site with sufficient frequency to be knowledgeable about the progress and quality of the work to:


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

This effort is based upon an average of ten (10) hours per month shared between the ENGINEER's representative(s) and discipline engineers and field inspector for a total of 8 months.

Task 407 Completion

The ENGINEER's representative will conduct the inspection for Substantial Completion and Final Acceptance as described as follows:

1. Before a Certificate of Substantial Completion is issued, prepare a list of inspected items requiring completion or correction in accordance with the requirements of the construction documents.
2. After the Contractor has completed the work of the list of Subtask 1) and upon request of the Contractor, a final inspection with the ENGINEER, CITY, and Contractor will be conducted.

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If necessary, prepare a final list of items to be completed or corrected in accordance with the requirements of the construction documents.

3. After the Contractor has completed the work of the final list of Subtask 2) and upon written notice from the Contractor, review and determine that items on the final list have been completed or corrected and make recommendations to CITY concerning acceptance.

The ENGINEER, serving as the Engineer of Record, will be responsible to obtain all final inspections and project approvals from Maricopa County Environmental Services Department including compiling all required information and certificates. It is understood that the Certificate of Occupancy will be acquired by the Contractor.

Deliverables for Project Close-Out:

1. Approved submittals
2. O&M Manual
3. Record Drawings

Task 408 Commissioning

The ENGINEER will assist the CITY with start-up and operations services during commissioning of the facilities. Commissioning is defined as the process in which the newly constructed facility will be placed into routine operation. The commissioning process will include a planned, systematic approach to verify that facility systems operate as intended and there is an orderly transition from construction phase to routine operation. The Commissioning program will include three phases as follows:

- Phase I - Initial start-up in manual operating mode.
- Phase II - Transition into computer operating mode.

Commissioning will begin no later than upon substantial completion of the facilities, as determined by the ENGINEER and CITY.

Start-up Plan: The ENGINEER will review the start-up plan proposed by the CMAR and provide written comments to the proposed plan.

Phase I - Manual Start-up: The objective for Phase I commissioning is to verify proper operation of equipment and facilities in manual mode in accordance with the design concept. Phase I commissioning will consist of the following activities:

- A. Initial start-up of all components of the facility in accordance with the contractor(s) start-up activities identified in the contract documents. Operations may be periodic or continuous (24/7).



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- B. Verify that each process, associated mechanical equipment, associated hydraulic control devices, and conveyance components operate properly under actual operating conditions. This includes the verification that all hardwired electrical control interlocks and safeguards are functioning properly.
- C. Documentation of the areas of operational concern encountered during the manual start-up phase with a determination of whether the item of concern is a Contractor punch list item or requires a design modification. The ENGINEER will monitor the documented concerns and promptly notify the CITY and Contractor of all punch list items.
- D. Design modifications will be promptly evaluated by the ENGINEER and recommendations shall be presented to the CITY for a determination of the necessity for implementation.
- E. The ENGINEER's instrumentation support staff will complete the necessary check out of the instrumentation system components and initial loading of the control software simultaneously with the completion of the Phase I activities.

Phase II - Transition to Computer Operation Mode: The objective of Phase II commissioning is to verify the proper remote control and operation (to the degree of automation included in the instrumentation system design) of the facility in accordance with the design concept. Phase II commissioning will consist of the following activities:


- A. Transition from manual operations to operating the facility using the instrumentation and control system. It is anticipated that Phase II operation will require continuous (24 hour per day) operation. The schedule shall be coordinated to accommodate Contractor access for maintenance, troubleshooting and correcting malfunctions.
- B. Verify that each system, associated mechanical equipment, and instrumentation system components operate properly under actual operating conditions. This includes the verification that all software based electrical/process control monitoring, interlocks, automatic control logic, alarms, and report generation subroutines are functioning properly.
- C. Documentation of the areas of operational concern encountered during Phase II commissioning with a determination of whether the item of concern is a Contractor punch list item or requires a design modification. The ENGINEER will monitor the documented concerns and promptly notify the CITY and Contractor of all punch list items.
- D. Design modifications will be promptly evaluated by the ENGINEER and recommendations shall be presented to the CITY for a determination of the need to implement.

Task 409 Operations Manual

The ENGINEER will develop an operations manual for City staff to use in determining how the wells work, their alarm settings, and backwash procedures.

The VZI Well System will consist of the following sections:

- Operations Summary Report
- Background

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- Theory
- Operating Strategies
- Task List
- Man hour Estimate
- Equipment & Control Description
- Procedures
- Design Criteria
- Troubleshooting
- Safety
- Alarms
- Cost Estimate
- Figures

The operations manual will compliment equipment manufacturer's O&M Manuals. The operations manual will cover each system/process and contain a system/process description in sufficient detail to describe the system/process to operators in a direct format. Process chemistry and chemical application will also be covered.

The facility operations manual will cover other operational basics: design criteria, intended operation of the processes, start-up, shutdown, monitoring and troubleshooting procedures; alternate operations modes; and special process safety considerations. These procedures will be field verified by the ENGINEER with assistance from CITY staff.

As each chapter is completed, the ENGINEER will submit draft chapters to the City for their review and comment. The CITY will provide comments to the ENGINEER to incorporate into the final documents.

Portions of the PDR and the Well Completion Report will be included as an appendix of the O&M Manual.


Prior to submitting the final version of the operations manual and transferring to the CITY, the ENGINEER will conduct a detailed final validation and field verification process. Through this important quality control activity, the ENGINEER will verify that:

1. Content has been field-verified and checked at the installation.
2. Photographs are current and are reflective of well-maintained and clean conditions.
3. Relevant documentation, such as scanned documents, figures, and drawings are appropriate.
4. Standard Operating Procedures are accurate and reflect actual "as-operated" conditions.

Final copies including five (5) hard copies (in three-ring binders) and five (5) electronic copies (in pdf format) will be submitted to the CITY.

The ENGINEER will also review the Contractor's Equipment Manufacturer O&M Manual for completeness and work directly with the Contractor to correct deficiencies prior to submission to the City.

The effort for this task is up to an average of four (4) hour per section (total of ten (10) sections).

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Task 410 Record Drawings

The ENGINEER will prepare a set of record drawings showing those changes made during construction. Record drawing information shall be based on records kept by the ENGINEER throughout construction, and on marked-up prints, drawings, and other data furnished by Contractor(s) to the Engineer, which the ENGINEER will review for accuracy and completeness. Use the original cover sheet with all the signatures and the ENGINEER's seals for the record drawings.

The ENGINEER will prepare the following:

1. Record drawing information will be added electronically to existing AutoCAD or MicroStation files by the ENGINEER as the record set. The record drawings shall be conformed to reflect shop drawing review, substitutions, clarifications, and change order information. Five (5) full size, black line copies of the draft record drawings will be submitted to the CITY for review.
2. After CITY review, one (1) full size set of sealed plans will be submitted to the CITY. One (1) set of electronic files representing record drawing information. Electronic files will be pdf and dwg or dgn files. (Note: The record drawing electronic files will be used as facility drawings by the City. The sealed set of record drawings shall represent the official record drawing set for the Project.)

The ENGINEER will review and coordinate the record drawings. The record drawings shall be available to the CITY within thirty (30) days of receipt of all data in its entirety from the Contractor.

TASK SERIES 500 - CONTINGENCY ITEMS

Task 501 Additional Land Acquisition

The ENGINEER will support the CMAR to help the CITY identify acceptable land for vadose zone wells in the event the proposed alignment along the east side of Estrella Parkway does not yield enough space to locate all five vadose zone wells. This task includes coordinating the survey for six (6) sites (five (5) vadose zone wells and one (1) monitoring well), including the legal description and exhibit for each site.

Task 502 Project Contingency

The project contingency will be used for work that is not included in this scope of work which may come up during the course of design or construction.

END OF EXHIBIT A



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EXHIBIT B FEE SCHEDULE\PRICE SHEET

SEE ATTACHED

Exhibit B

City of Goodyear Vadose Zone Injection Wells Project Project Fee

CAROLLO ENGINEERS

Task No.	Task Description	Billing Rate	Lead Project Professional	Project Professional	Professional	Assistant Professional	Technician	Document Processing/Clerical	Subtotal (Hrs)	Subtotal Total Estimated Cost	Direct Costs	Subtotal Total Estimated Cost
100	Project Management		32	0	118	18	0	0	168	\$ 31,036	\$ -	\$ 31,036
101	General Project Management		24	0	100	0	0	0	124	\$ 23,592		\$ 23,592
102	Conduct Meetings		8	0	18	18	0	0	44	\$ 7,444		\$ 7,444
200	Vadose Zone Well Design and Permitting		0	0	12	0	0	0	12	\$ 2,160	\$ -	\$ 2,160
201	Review Effluent Water Quality		0	0	4	0	0	0	4	\$ 720		\$ 720
202	Develop Preliminary VZI Well Design		0	0	4	0	0	0	4	\$ 720		\$ 720
203	Prepare Site Safety and Health Plan		0	0	0	0	0	0	0	\$ -		\$ -
204	VZI Well Technical Specifications & ADWR Permitting		0	0	4	0	0	0	4	\$ 720		\$ 720
300	Well Equipping Design and Permitting		1	16	132	280	172	38	639	\$ 85,759	\$ -	\$ 85,759
301	Preliminary Design		1	2	32	52	52	8	147	\$ 19,459		\$ 19,459
302	60% Progress Submittal		0	2	40	56	56	16	170	\$ 22,354		\$ 22,354
303	90% Progress Submittal		0	12	32	44	40	10	138	\$ 19,350		\$ 19,350
304	Final Progress Submittal		0	0	8	24	24	4	60	\$ 7,476		\$ 7,476
305	Opinions of Construction Cost		0	0	8	40	0	0	48	\$ 6,640		\$ 6,640
306	Coordination with CMAR During Design		0	0	8	40	0	0	48	\$ 6,640		\$ 6,640
307	Permitting		0	0	4	24	0	0	28	\$ 3,840		\$ 3,840
400	Construction Administration		8	4	212	286	60	64	634	\$ 90,416	\$ -	\$ 90,416
401	Representation on Behalf of City		8	0	44	40	0	0	92	\$ 14,984		\$ 14,984
402	Construction Inspection Services During Design		0	0	6	2	0	0	8	\$ 1,340		\$ 1,340
403	Review Shop Drawings and Test Results		0	2	40	60	0	48	150	\$ 19,914		\$ 19,914
404	Issue Interpretations and Clarifications		0	0	8	16	12	12	48	\$ 5,908		\$ 5,908
405	Minor Changes, Change Order Requests, and Change Orders		0	2	10	0	0	0	12	\$ 2,250		\$ 2,250
406	On-Site Inspection and Review of Work		0	0	20	60	0	0	80	\$ 11,400		\$ 11,400
407	Completion		0	0	24	0	0	0	24	\$ 4,320		\$ 4,320
408	Commissioning		0	0	40	60	0	0	100	\$ 15,000		\$ 15,000
409	Operations Manual		0	0	12	24	0	4	40	\$ 5,652		\$ 5,652
410	Record Drawings		0	0	8	24	48	0	80	\$ 9,648		\$ 9,648
500	Contingency Items		0	0	2	4	0	0	6	\$ 54,624	\$ -	\$ 54,624
501	Additional Land Acquisition		0	0	2	4	0	0	6	\$ 880		\$ 880
502	Project Contingency									\$ 53,744		\$ 53,744
	Subcontractor Costs (Non CCA and EIC)										\$ 24,964	\$ 24,964
	Hersey-Aerni Associates (HAA) - Land Surveying									\$ 10,560		\$ 10,560
	HAA - Land Surveying for Task 501									\$ 6,000		\$ 6,000
	Kenny Aerial Mapping - Aerial Surveying									\$ 4,104		\$ 4,104
	Speedie & Associates - Geotechnical Boring and Report									\$ 4,300		\$ 4,300
	Direct Costs/Expenses (Non-Contingency Items)									\$ 20,110		\$ 20,110
	Direct Cost - Mileage - Design Phase									\$ 1,500		\$ 1,500
	Direct Cost - Mileage - Construction Phase									\$ 1,000		\$ 1,000
	Direct Cost - Reproduction									\$ 500		\$ 500
	Direct Cost - City Engineering Plan Review Fee (\$150/sheet; \$360/PDR + contingency)									\$ 8,610		\$ 8,610
	Direct Cost - City Building Life Safety Review Fee									\$ 7,500		\$ 7,500
	Direct Cost - NOI Permitting Fee for all five wells											
	Direct Cost - MCESD									\$ 1,000		\$ 1,000
	Water Level Indicator											
	pH/EC/Temp Meter											
	Camera (Digital)											
	Cell Phone											
	GPS											
	Field Truck											
	Black and White Printing/Photocopies											
	Color Printing/Photocopies											
	Miscellaneous											
	TOTAL LABOR HOURS		41	20	476	588	232	102	1459	\$ 263,995	\$ 45,074	\$ 309,069

**City of Goodyear
Vadose Zone Injection Wells Project
Project Fee**

CLEAR CREEK ASSOCIATES

[illegible]

**City of Goodyear
Vadose Zone Injection Wells Project
Project Fee**

EIC ENGINEERS

[illegible]

City of Goodyear
Vadose Zone Injection Wells Project
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TOTAL PROJECT COSTS

Task No.	Task Description	Subtotal of Carollo, CCA, and EIC Manhour Costs	Subtotal of all Direct Costs	Total Cost
	Billing Rate			
100	Project Management	\$ 62,250	\$ -	\$ 62,250
101	General Project Management	\$ 36,052	\$ -	\$ 36,052
102	Conduct Meetings	\$ 26,198	\$ -	\$ 26,198
200	Vadose Zone Well Design, Permitting, and Installation	\$ 22,711	\$ -	\$ 22,711
201	Review Effluent Water Quality	\$ 3,732	\$ -	\$ 3,732
202	Develop Preliminary VZI Well Design	\$ 9,216	\$ -	\$ 9,216
203	Prepare Site Safety and Health Plan	\$ 1,060	\$ -	\$ 1,060
204	VZI Well Technical Specifications & ADWR Permitting	\$ 8,703	\$ -	\$ 8,703
300	Well Equipping Design and Permitting	\$ 143,027	\$ -	\$ 143,027
301	Preliminary Design	\$ 37,400	\$ -	\$ 37,400
302	60% Progress Submittal	\$ 37,446	\$ -	\$ 37,446
303	90% Progress Submittal	\$ 29,113	\$ -	\$ 29,113
304	Final Progress Submittal	\$ 13,504	\$ -	\$ 13,504
305	Opinions of Construction Cost	\$ 7,762	\$ -	\$ 7,762
306	Coordination with CMAR During Design	\$ 9,302	\$ -	\$ 9,302
307	Permitting	\$ 8,500	\$ -	\$ 8,500
400	Construction Administration	\$ 283,613	\$ -	\$ 283,613
401	Representation on Behalf of City	\$ 18,020	\$ -	\$ 18,020
402	Construction Inspection Services During Design	\$ 114,310	\$ -	\$ 114,310
403	Review Shop Drawings and Test Results	\$ 49,705	\$ -	\$ 49,705
404	Issue Interpretations and Clarifications	\$ 15,973	\$ -	\$ 15,973
405	Minor Changes, Change Order Requests, and Change Orders	\$ 3,262	\$ -	\$ 3,262
406	On-Site Inspection and Review of Work	\$ 17,472	\$ -	\$ 17,472
407	Completion	\$ 7,356	\$ -	\$ 7,356
408	Commissioning	\$ 24,330	\$ -	\$ 24,330
409	Operations Manual	\$ 19,071	\$ -	\$ 19,071
410	Record Drawings	\$ 14,114	\$ -	\$ 14,114
500	Contingency Items	\$ 54,624	\$ -	\$ 54,624
501	Additional Land Acquisition	\$ 880		\$ 880
502	Project Contingency	\$ 53,744		\$ 53,744
	Contingency (10% of non-direct costs)	\$ -	\$ 24,964	\$ 24,964
	Direct Cost - Land Surveying		\$ 10,560	\$ 10,560
	Direct Cost - Land Surveying		\$ 6,000	\$ 6,000
	Direct Cost - Aerial Surveying		\$ 4,104	\$ 4,104
	Direct Cost - Geotechnical Boring and Report		\$ 4,300	\$ 4,300
	Direct Costs/Expenses	\$ -	\$ 28,815	\$ 28,815
	Direct Cost - Mileage - Design Phase		\$ 1,600	\$ 1,600
	Direct Cost - Mileage - Construction Phase		\$ 1,475	\$ 1,475
	Direct Cost - Reproduction		\$ 500	\$ 500
	Direct Cost - City Engineering Plan Review Fee (\$150/sheet; \$360/PDR + contingency)		\$ 8,610	\$ 8,610
	Direct Cost - City Building Life Safety Review Fee		\$ 7,500	\$ 7,500
	Direct Cost - NOI Permitting Fee for all five wells		\$ 1,035	\$ 1,035
	Direct Cost - MCESD		\$ 1,000	\$ 1,000
	Water Level Indicator		\$ 1,500	\$ 1,500
	pH/EC/Temp Meter		\$ 500	\$ 500
	Camera (Digital)		\$ 400	\$ 400
	Cell Phone		\$ 400	\$ 400
	GPS		\$ 75	\$ 75
	Field Truck		\$ 3,800	\$ 3,800
	Black and White Printing/Photocopies		\$ 120	\$ 120
	Color Printing/Photocopies		\$ 200	\$ 200
	Miscellaneous		\$ 100	\$ 100
	TOTAL LABOR HOURS	\$ 566,225	\$ 53,779	\$ 620,004

Exhibit B - Fee Proposal
City of Goodyear Vadose Zone Injection Well Design
July 30, 2015

Classification	Hourly Rate	Labor Hours	Cost
Carollo Engineers, PC			
Lead Project Professional	\$ 233.00	41	\$9,553.00
Project Professional	\$ 225.00	20	\$4,500.00
Professional	\$ 180.00	476	\$85,680.00
Assistant Professional	\$ 130.00	588	\$76,440.00
Technician	\$ 106.00	232	\$24,592.00
Document Processing/Clerical	\$ 93.00	102	\$9,486.00
Total Hours		1459	
Direct Labor Subtotal			\$210,251
Subconsultant Costs			
Clear Creek Associates			\$175,626
EIC Engineers			\$135,308
Ground Surveying (HAA) (Task 301)			\$10,560
Additional Item: Ground Surveying for New Well Locations (HAA) (Task 501)			\$6,000
Aerial Surveying (Task 301)			\$4,104
Geotechnical Investigation (Speedie & Associates) (Task 301)			\$4,300
Subconsultants Subtotal			\$335,898
Project Contingency (10% of Direct Labor + Subconsultant Subtotals)			\$53,744
Direct Labor and Subconsultant Total			\$389,643
Carollo Other Direct Costs			
Permitting Fees			
City Engineering Plan Review Fee (\$150/sheet; \$360/PDR + contingency)			\$8,610
City Building Life Safety Review Fee			\$7,500
Maricopa County Environmental Services Department			\$1,000
ODC - Mileage @ \$0.56/mile for site trips/meetings (Task 102)			\$1,500
ODC - Mileage @ \$0.56/mile for site trips/meetings (Task 406)			\$1,000
Reproduction Costs			\$500
Carollo ODC Subtotal			\$20,110
TOTAL - Design Services Lump Sum			\$620,004

**City of Goodyear
Vadose Zone Injection Well
Fee Schedule
July 30, 2015**

**City of Goodyear Vadose Zone Injection Wells Project
Carollo Fee Worksheet**

Task No.	Task Description	Lead Project Professional	Project Professional	Professional	Assistant Professional	Technician	Document Processing/Clerical	Subtotal (Hrs)	Total Estimated Cost	NOTES
	Billing Rate	\$233.00	\$225.00	\$180.00	\$130.00	\$106.00	\$93.00			
100	Project Management	32	0	118	18	0	0	168	\$ 31,036	Includes PM during design and construction 11 meetings @ 2 hrs/meeting for 2 people
101	General Project Management	24		100				124	\$ 23,592	
102	Conduct Meetings	8		18	18			44	\$ 7,444	
200	Vadose Zone Well Design, Permitting, and Installation	0	0	12	0	0	0	12	\$ 2,160	
201	Review Effluent Water Quality			4				4	\$ 720	10 hrs for QM; 2 hrs for discipline lead
202	Develop Preliminary VZI Well Design			4				4	\$ 720	
203	Prepare Site Safety and Health Plan							0	\$ -	
204	VZI Well Technical Specifications & ADWR Permitting			4				4	\$ 720	
300	Well Equipping Design and Permitting	1	16	132	280	172	38	639	\$ 85,759	
301	Preliminary Design	1	2	32	52	52	8	147	\$ 19,459	
302	60% Progress Submittal		2	40	56	56	16	170	\$ 22,354	
303	90% Progress Submittal		12	32	44	40	10	138	\$ 19,350	
304	Final Progress Submittal			8	24	24	4	60	\$ 7,476	
305	Opinions of Construction Cost			8	40			48	\$ 6,640	
306	Coordination with CMAR During Design			8	40			48	\$ 6,640	
307	Permitting			4	24			28	\$ 3,840	
400	Construction Administration	8	4	212	286	60	64	634	\$ 90,416	12 biweekly mtgs, 1 construct kick-off, + 40 hrs of gen services 1 meeting @ 2 hrs for 2 people; general correspondence and coord 30 shop dwgs @ 4 hrs/review + 2 hrs for half of re-reviews 6 RFI's and 6 DC's @ 4 hrs each 3 change orders @ 4 hrs/chagne 10 hrs/month for 8 months
401	Representation on Behalf of City	8		44	40			92	\$ 14,984	
402	Construction Inspection Services During Drilling			6	2			8	\$ 1,340	
403	Review Shop Drawings and Test Results		2	40	60		48	150	\$ 19,914	
404	Issue Interpretations and Clarifications			8	16	12	12	48	\$ 5,908	
405	Minor Changes, Change Order Requests, and Change Orders		2	10				12	\$ 2,250	
406	On-Site Inspection and Review of Work			20	60			80	\$ 11,400	
407	Completion			24				24	\$ 4,320	
408	Commissioning			40	60			100	\$ 15,000	
409	Operations Manual			12	24		4	40	\$ 5,652	
410	Record Drawings			8	24	48		80	\$ 9,648	One chapter on VZI Well Operation 6 exhibits and 6 legals (5 VZIWs/1 MW) to be coordinated by Contractor
500	Additional Services	0	0	2	4	0	0	6	\$ 880	
501	Additional Land Acquisition			2	4			6	\$ 880	
502								0	\$ -	
503								0	\$ -	
TOTAL LABOR HOURS		41	20	476	586	232	102	1459	\$ 210,251.00	



May 29, 2015

Carollo Engineers
4600 E. Washington St., Suite 500
Phoenix, AZ. 85034

Attention: Nathan Nutter

Reference: Goodyear Vadose Zone Injection Well, revised 1 mile, 200' width.

Dear Nathan,

Please accept this letter as my proposal to perform professional Surveying Services for the above project. I have read and understand the scope of work you provided in regards to the surveying requirements. A summary is provided below.

- Topographic Survey. Perform and prepare a topographic survey. Survey will utilize State plane coordinates converted to ground for horizontal control. City of Goodyear Vertical Datum will be utilized for survey. The survey bounds include one mile of Estrella Pkwy between Van Buren to Yuma and 200 feet in all direction of the intersections (Van Buren/Estrella and Estrella/Yuma). For the survey along the main roadways, 100' survey on each side of the section line for a total of 200' width across Estrella and Yuma.
- Aerial Photogrammetry will be used to locate all visible improvements along the route.
- Ground survey will include cross-sections at 50 foot intervals extending to 100 feet each side of monument line. Inverts of all underground utilities will be measured from accessible above ground appurtenances.
- Deliverables will be an autocad drawing file, color ortho digital photo as well as 24" X 36" signed and sealed topographic maps.

Please note the fees are as follows;

Kenny Aerial Mapping Inc.....	\$4,104.00
Hersey, Aerni & Assoc. ground survey.....	\$10,560.00
Total.....	\$14,664.00



July 29, 2015

Nathan Nutter
Carollo Engineers
4600 E. Washington Street
Suite 500
Phoenix, AZ 85034

**RE: Proposal for Geotechnical Investigation
Goodyear Vadose Zone Well Project
Estrella Parkway south of Van Buren
Goodyear, AZ
Proposal No. 54613 S**

Dear Mr. Nutter:

Speedie & Associates, Inc. look forward to continuing our relationship with Carollo Engineers in helping you improve water facilities in Goodyear, Arizona. In response to the request for proposal, we hereby provide our scope of work and cost proposal to conduct a soil investigation at the above referenced site that will assist your team in developing site development and foundation design requirements.

We understand that construction will consist of a surface water treatment facility and one mile of pipeline. The treatment facility will consist of a maintenance building, pump station and booster station on a six acre property. Structural loads are expected to be light to moderate and no special considerations regarding settlement tolerances are known at this time. Adjacent areas will be landscaped or paved to support moderate passenger and light truck traffic. Landscaped areas will be utilized for storm water retention and disposal.

A. QUALIFICATIONS

Incorporated as an Arizona Corporation in 1980, Speedie & Associates, Inc. have 35+ years of local experience. We have provided engineering services on thousands of projects over this time period including numerous projects in the immediate area of this site. Our current staff level is on the order of 120 people in three Arizona offices with current annual gross billings exceeding \$12 million dollars. *We share a philosophy of providing our clients with cost efficient designs that add value to the project.* This allows us to provide you with the benefits and cost savings of that working relationship. Our complete company profile is available on request.

All work on this project will be carried out by our forces located in our Phoenix office under the overall supervision of Gregg A. Creaser, P.E., who is the President of the firm and a registered Professional Engineer in the state of Arizona. The only outside services will be contract drilling by Geomechanics Southwest who will drill the borings under the direct supervision of our field engineer. The following is a list of the primary personnel that will be assigned to work on or support this project. All personnel will be made available on an as-needed basis to complete this project on time and respond to questions throughout the design.

Geotechnical Engineering Services

Gregg A. Creaser, P.E. – Principal in Charge – Geotechnical Services
Keith R. Gravel, P.E. – Project Manager



Brian Lingnau, Ph.D., P.E. – Sr. Geotechnical Project Engineer
Kenny Euge – Project Coordinator
Taylor Wilmsen, E.I.T. – Staff Engineer
Taylor Wilmsen, E.I.T. – Staff Engineer

Speedie & Associates is committed to providing a high level of service to its clients, according to their needs. If some portion of this proposal does not meet the current needs or desires of Carollo, Speedie & Associates is willing to consider appropriate modifications, subject to the standards of care which we adhere to as professionals. Modifications in the scope, methodology, or other terms and conditions may result in changes in the estimated fees and changes in the risks which the client will necessarily assume.

The intent of this investigation is to provide the best possible information within the allotted budget. It is our opinion that the least costly investigation may not result in the most cost-effective design. This project is too important to cut corners in favor of price. The scope of work anticipated has been broken down as follows:

B. SCOPE

The following Tasks are anticipated to complete this project:

Task 1: Project Preparation - We will participate in one meeting with the design team to establish ideal locations to advance soil borings. The frequency and depth of soil borings may be modified based on the final configuration and access restrictions. Once a final boring location layout has been determined we will then call Arizona 811 to get the locations cleared of utilities. If the pipeline easement is located within an existing right-of-way, a permit will be obtained. An allowance for permitting and traffic control is provided.

Task 2: Field Investigation-We will drill and sample sufficient test borings to adequately determine subsoil conditions and provide samples for laboratory testing. Sufficient laboratory tests will be conducted to properly classify the soils encountered and provide data for engineering design. We presently anticipate drilling three to four (3 to 4) structural borings to depths of 15 to 20 feet or auger refusal, whichever comes first. Access to the site by conventional truck-mounted drilling equipment is assumed to be free and unencumbered. **If traffic control is required for any of the boring locations, it will be obtained at an additional charge to the project.**

TASK 3: Lab Testing-Sufficient laboratory tests will be conducted to properly classify the soils encountered and provide data for engineering design.

- a. Grain Size Analysis
- b. Plasticity Index
- c. Consolidation
- d. Swell Test
- e. Moisture Density Relations (Proctor)
- f. In-site Moisture/Density
- g. pH & Resistivity
- h. Sulfate Content
- i. Chloride Content

TASK 4: Report- We will analyze the data obtained from field and laboratory testing and prepare a draft report presenting all data obtained, together with our conclusions and recommendations regarding the items requested including:

1. Design data, allowable bearing pressure and depth, for shallow spread footings.
2. Alternate foundation systems and design data, if indicated by soil conditions.
3. Settlement estimate for each foundation system considered.
4. Seismic Site Classification based on borings data.
5. Lateral pressures on temporary and permanent retaining and foundation walls.
6. Groundwater conditions, if any, to the depths which will influence design and/or construction of the proposed development.
7. Swell potential of in-situ and compacted soils and recommendations for control if highly expansive.
8. Pavement design to provide economy and adequate service.
9. Suitability of site soils for use as compacted fill and preferred earthwork methods, including clearing, stripping, excavation and construction of engineered fill.
10. Local excavation and trenching conditions and stability considerations.
11. Potential corrosiveness of subsoil materials.

Once the client and/or design team has reviewed the draft report, we will issue a final report with agreed upon comment resolutions.

C. FEE

We propose to provide the services set forth herein for the following **lump sum** amounts, which includes all testing, engineering and reimbursable expenses and 2 copies of the report. An electronic (pdf format) copy can be emailed upon request. Should we be informed that additional copies of the report are needed after it has been finalized, there will be an additional charge of \$25.00 per report. Charges for our services have been determined on the basis of our Standard Fee and Rate Schedule which is attached.

Geotechnical Investigation and Report	\$ 3,300.00
Right of Way Permit/Traffic Control Allowance	\$ 1,000.00 (if required)

The not to exceed amounts included in this proposal do not include delays in the field not caused by Speedie and Associates and its subcontractor. The amount does not include client meetings, additional consultation or other services not specifically stated in this proposal. Should our studies encounter conditions, which warrant additional investigation and/or testing, such conditions will be reviewed with you prior to proceeding.

D. SCHEDULE

We have the staff available to begin work immediately upon notice to proceed. Once we finalize the boring location plan, about 5 working days are required to mark, obtain utility clearances and begin auger borings. Fieldwork for auger borings should take about 1 day (weather permitting) and lab testing about 7 days. The complete draft report will be issued within 14 days of notice to proceed. A final report will be issued within 1-2 days of receiving review comments. As always, we stand ready to make reasonable adjustments to this schedule to meet our clients' needs.

**SPEEDIE
AND ASSOCIATES**
Geotechnical • Environmental • Materials Engineers

We appreciate the opportunity to submit this proposal for your consideration. If the terms set forth are satisfactory, please sign the attached copy and return it for our records, or attach this scope of work to your standard agreement for professional engineering services.

Respectfully submitted,
SPEEDIE & ASSOCIATES



Kenneth M. Euge II
Project Coordinator

APPROVED AND ACCEPTED
For: Carollo Engineers

By: _____

Print Name: _____

Date: _____



ENGINEERING SERVICES

2014 Fee and Rate Schedule

Fees for services will be based upon the time worked on the project at the following rates:

Title	Rate Per Hour
Principal	\$ 130.00
Project Manager	100.00
Sr. Geologist/Engineer	100.00
Project Engineer/Geologist	90.00
Environmental Specialist	85.00
Architectural Special Inspector	85.00
Structural Special Inspector	75.00
Staff Engineer/Geologist	70.00
Sr. Engineering Technician	55.00
Draftsman	50.00
Materials Testing Technician	45.00
Clerical/Administrative	40.00

REIMBURSABLE EXPENSES

Light Truck Mileage Rate: \$0.50 per mile

The following items are reimbursable to the extent of actual expenses plus 25%:

1. Transportation, lodging and subsistence for out of town travel
2. Special mailings and shipping charges
3. Special materials and equipment unique to the project
4. Duplication or reprinting/copying reports

TEST BORINGS AND FIELD INVESTIGATIONS

On projects requiring test borings, test pits, or other explorations, the services of reputable contractors to perform such work shall be obtained.

SUBCONTRACTORS/SUBCONSULTANTS CHARGES

Any charges for subcontractors/subconsultants are subject to a 25% handling fee if invoiced by Speedie & Associates or such charges can be directly paid by the CLIENT.

SPECIAL RATES

The following rates may be subject to a 35% increase:

- Overtime – time over 8 hours per weekday and on Saturday
- Sunday and Holidays
- Rush orders

EXPERT WITNESS

Deposition and testimony; 4-hour minimum, \$250.00 per hour.

The following Terms and Conditions are included and hereto made a part of this agreement.

City of Goodyear
Vadose Zone Injection Wells Project
Project Fee

#	Title	\$/Sheet
1 G-01	Cover Sheet/Sheet Index	\$ 2,000
2 G-02	Abbreviations	\$ 2,000
3 G-03	Legends and Symbols	\$ 2,000
4 C-01	General Notes and Symbols	\$ 2,000
5 C-02	Site Plan (survey and geotech info)	\$ 4,000
6 C-03	Civil Piping Layout	\$ 5,000
7 C-04	Site Demolition and Restoration	\$ 4,000
8 C-05	Piping Cross Sections 1	\$ 5,000
9 C-06	Piping Cross Sections 2	\$ 5,000
10 C-07	Piping Cross Sections 3	\$ 5,000
11 C-08	Curb, Gutter, and Paving Replacement Plan	\$ 5,000
12 C-09	Civil Details 1	\$ 2,000
13 C-10	Civil Details 2	\$ 2,000
14 S-01	General Notes and Symbols	\$ 2,000
15 S-02	Well Vault Details	\$ 5,000
16 S-03	Structural Details	\$ 2,000
17 M-01	General Notes and Symbols	\$ 2,000
18 M-02	Wellhead Plan and Section	\$ 5,000
19 M-03	Wellhead As-Builts and Details	\$ 5,000
20 M-04	Monitor Well As-Builts, Plans and Details	\$ 5,000
21 M-05	Mechanical Details 1	\$ 2,000
22 M-06	Mechanical Details 2	\$ 2,000
23 E-01	Abbreviations	\$ 2,000
24 E-02	Symbols and Legend 1	\$ 2,000
25 E-03	Symbols and Legend 2	\$ 2,000
26 E-04	Electrical Site Plan and Conduit Plan	\$ 4,000
27 E-05	Power and Control Plan	\$ 4,000
28 E-06	Single Line Diagram	\$ 4,000
29 E-07	Load Calculation and Panel Schedule	\$ 4,000
30 E-08	Typical Control Schematic Diagrams 1	\$ 4,000
31 E-09	Typical Control Schematic Diagrams 2	\$ 4,000
32 E-10	Block Diagram	\$ 4,000
33 E-11	Power Cable & Conduit Schedule	\$ 4,000
34 E-12	PLC Panel Elevation	\$ 4,000
35 E-13	Electrical Details 1	\$ 2,000
36 E-14	Electrical Details 2	\$ 2,000
37 I-10	Symbols and Legend 1	\$ 2,000
38 I-11	Symbols and Legend 2	\$ 2,000
39 I-12	Symbols and Legend 3	\$ 2,000
40 I-13	Communication Network Diagram	\$ 4,000
41 I-14	Vadose Zone and Monitor Well P&ID	\$ 4,000

\$ 135,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614 www.risk-strategies.com CA DOI License No. 0F06675	CONTACT NAME: Risk Strategies Company
	PHONE (A/C, No, Ext): 949-242-9240
INSURED Carollo Engineers, Inc. 2700 Ygnacio Valley Road, #300 Walnut Creek CA 94598	FAX (A/C, No):
	E-MAIL ADDRESS: syoung@risk-strategies.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Hanover Insurance Company	NAIC # 22292
INSURER B: 	
INSURER C: Massachusetts Bay Insurance Company	22306
INSURER D: Continental Casualty Company	20443
INSURER E: 	
INSURER F: 	

COVERAGES**CERTIFICATE NUMBER:** 25815446**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		ZHF894489204	12/31/2014	12/31/2015	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000 MED EXP (Any one person) \$ \$25,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		ADFA48696300	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible: Comp/Coll \$ \$1,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		WDF895749906	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER Deductible: \$0 E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
D	Professional Liability Unlimited Prior Acts			AEH288354410	7/4/2015	7/4/2016	Each Claim: \$1,000,000 Aggregate: \$2,000,000 Deductible: \$400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Projects as on file with the insured including but not limited to: Vadose Zone Well Contract. Carollo Project #: Not yet assigned. City of Goodyear, its agents, representatives, directors, officials, employees and officers are included as additional insureds with respects to General & Auto Liability and these policies are Primary & Non-Contributory.

CERTIFICATE HOLDER**CANCELLATION**

City of Goodyear
Office of Procurement
190 N. Litchfield Rd.
Goodyear AZ 85338

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Christian

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ACORD 25 (2014/01)

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Architects and Engineers

The following policy language is from Commercial General Liability Coverage Forms

The following are mandatory forms on the policy identified on the Certificate of Insurance:

421-0080(01 03) COMMERCIAL GENERAL LIABILITY SPECIAL BROADENING ENDORSEMENT

• Additional Insured by Contract, Agreement or Permit

Under Section II-Who Is An Insured, Paragraph 4 is added as follows:

4. a. Any person or organization with whom you agreed, because of a written contract, written agreement or permit to provide Insurance Is an insured, but only with respect to:

- (1) "Your work" for the additional Insured(s) at the location designated in the contract, agreement or permit; or
- (2) Premises you own, rent, lease or occupy.

This Insurance applies on a primary basis if that is required by the written contract, written agreement or permit.

- b. This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily Injury", "property damage", "personal injury" or "advertising injury".

- (2) To any person or organization Included as an Insured by an endorsement Issued by us and made part of this Coverage Part.

- (3) To any person or organization included as an insured under item 2 of this endorsement

- (4) To any lessor of equipment:

- (a) After the equipment lease expires; or

- (b) If the "bodily Injury", "property damage", "personal injury" or "advertising Injury" arises out of sole negligence of the lessor.

- (5) To any:

- (a) Owners or other Interests from whom land has been leased which takes place after the lease for the land expires; or

- (b) Managers or lessors of premises if:

- (i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

• Aggregate Limit Per location

- (1) Under Section III - Limits of Insurance the General Aggregate Limit applies separately to each of your "locations Owned by or rented to you.

- (2) Under Section V - Definitions, definition 23. is added as follows:

23. "Location" means premises involving the same or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

CG 2503(05 09) DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

• Aggregate Limit of Insurance (Per Project)

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

Your projects away from premises owned by or rented to you

A. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Section II - Coverage A, and for all medical expenses caused by accidents under Section II - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that Limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily Injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:

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- a. Insured's;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Section 1 – Coverage A, and for all medical expenses caused by accidents under Section II – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project show in the Schedule above:
- 1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or time tables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

421-0452 (06 07) OTHER INSURANCE-PRIMARY AND NON-CONTRIBUTORY (ADDITIONAL INSURED)

• Additional Insured by Contract, Agreement or Permit Amended-Primary & Non-Contributory

The following is added to Section IV – Commercial General Liability Conditions

4. Other Insurance

a. Additional Insured's

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under Section II – Who is An Insured, is primary and non-contributory, the following applies:

If other valid and collectable insurance is available to the Additional Insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- I. For the sole negligence of the Additional insured;
- II. When the Additional Insured is an Additional Insured under another primary liability policy; or
- III. When 2. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in 3. below.

2. Excess Insurance

This insurance is excess over:

(1) All of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (b) That is fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

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When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the Insured's rights against all those other Insurers.

When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- 1) The total amount that all such other insurance would pay for the loss in the absence of this Insurance; and
- 2) The total of all deductible and self-insured amounts under all that other Insurance.

We will share the remaining loss, if any, with any other Insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

3. Method Of Sharing

If all of the other Insurance permits contribution by equal shares, we will follow this method also under this approach each Insurer contributes equal amounts until it has paid its applicable limit of Insurance or none of the loss remains, whichever comes first.

If any of the other Insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each Insurer's share is based on the ratio of its applicable limit of Insurance to the total applicable limits of insurance of all insurers.

CG0001 (12 07) COMMERCIAL GENERAL LIABILITY COVERAGE FORM

• **Separation of Insured's**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this Insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

CG 2404 (05 09) WAIVER OF TRANSFER OF RIGHTS OF RECOVERY TO US

• **Waiver of Subrogation**


COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Persons or organizations with whom you have a written contract executed prior to the "bodily injury" or "property damage," that requires you to waive your rights of recovery
--

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV- Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



Authorized Representative

12/31/2014
Policy NO. ZHF894489204

Name Insured: Carollo Engineers, Inc.

Additional Insured: Any person or organization with whom the named insured agreed in a written contract to name as additional insured.

City of Goodyear, its agents, representatives, directors, officials, employees and officers

This Notice does not form a part of the insurance contract.

No coverage is provided by this Notice, nor can it be construed to replace any provisions of the policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) shall prevail.

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NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S) (Including Nonpayment of Premium)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Thirty (30) Days Notice
City of Goodyear Office of Procurement 190 N. Litchfield Rd. Goodyear AZ 85338		

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

If we cancel this policy for any reason, including nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no less than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation. If the reason for cancellation is nonpayment of premium, however, we will provide ten days notice.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



Authorized Representative or
countersignature (where required by law)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. The following is added to SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph A.1.c. of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
- (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
- (3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

INSURED: Carollo Engineers, Inc.

POLICY NO.: ADFA48696300

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
City of Goodyear Office of Procurement	190 N. Litchfield Rd. Goodyear AZ 85338	30

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no less than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

Failure to provide notice in accordance with the terms of this endorsement does not:

- Alter the effective date of policy cancellation;
- Render such cancellation ineffective;
- Grant, alter, or extend any rights or obligations under this policy; or
- Extend the insurance beyond the effective date of cancellation.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT BE CANCELLED BY THE COMPANY WITHOUT 30 (THIRTY) DAYS WRITTEN NOTICE, TO THE ASSURED, EXCEPT THAT IN THE EVENT OF NON-PAYMENT OF PREMIUM THIS POLICY MAY BE CANCELLED WITHIN 10 (TEN) DAYS WRITTEN NOTICE.

Certificate Holder:

City of Goodyear
Office of Procurement
190 N. Litchfield Rd.
Goodyear AZ 85338

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitation of the policy other than as above states.

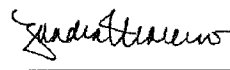
(Completion of the following, including countersignature, is required to make this endorsement effective only when it is issued subsequent to preparation of the Policy.)

Effective 12/31/2014 this endorsement forms a part of Policy No. WDF895749906

Issued to Carollo Engineers, Inc.

By Massachusetts Bay Insurance Company

Date of Issue

Countersigned by 
Authorized Representative of the Company

331-0230 1003

Page 1 of 1



For All the Commitments you Make

PROFESSIONAL LIABILITY AND POLLUTION
INCIDENT LIABILITY INSURANCE POLICY

INSURED: Carollo Engineers, Inc.

Policy AEH288354410

Effective 7/4/2015

Endorsement Number

NOTICE ENDORSEMENT -
CANCELLATION OR NON-RENEWAL

We agree with **you** that **your** Policy is amended to include the following additional provisions.

1. **Your** Policy will not be:

XX Cancelled by us until we provide at least:

10 days prior written notice if we cancel **your** Policy for
Non-payment of Premium;

30 days prior written notice if we cancel **your** Policy for
The following reasons:

Any reason other than non-payment of premium.

 Non-renewed by us until at least days prior written notice
is given to the person or entity named in 2. below.

2. Person or Entity:

City of Goodyear
Office of Procurement
190 N. Litchfield Rd.
Goodyear AZ 85338

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown above.

By Authorized Representative James F. Willging

(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)

James F. Willging

Countersigned by Authorized Representative

256423

(Ed. 10/05)