



March 25, 2016

Eulogio Vera
Public Works Director
City of San Luis
1090 E. Union Street
San Luis, AZ, 85349
Phone (928) 341-8577

Fax (928) 341-8599
Page 1 of 12

Re: San Luis East Wastewater Treatment Plant (WWTP) Basin Repair Professional Engineering Proposal # A911

Dear Mr. Vera,

PACE is pleased to provide our proposal for engineering design for the East Wastewater Treatment Plant (WWTP) Basin Repair project. Attached is our Agreement, Scope of Services, Compensation, Hourly Rate Schedule, and Labor Breakdown.

We appreciate the opportunity to be of service to the City of San Luis and look forward to the successful completion of the basin repair. Please contact me if there are any questions or if we may provide any additional information.

Sincerely,

A handwritten signature in blue ink that reads "M.G. Krebs".

Michael G. Krebs, P.E.
Vice President of Environmental Water Division

MGK/alk

Enclosures: Standard Agreement, Exhibits A, B, C and D

cc: *File*

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PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES

*SAN LUIS EAST WWTP
BASIN REPAIR
#A911*

OBJECTIVE:

To perform an evaluation of the existing San Luis East Wastewater Treatment Plant (WWTP) Basin Repair project documents to provide value engineering alternatives to the current proposed solution. Alternative solutions and a recommendation will be presented to the City for final selection. In addition to the existing basin repair scope, design services will be provided to relocate the main influent pipe entering the basin so that it can be properly sealed.

Following the evaluation and preparing design documents, bid services will be performed to support the City in obtaining a contractor to perform the repair work. Construction services will be rendered to manage the contractor performing the work to ensure quality and adherence of the construction schedule. Construction services will be provided on a time and expense basis (T&E).

SECTION A - SCOPE OF SERVICES:

A. Consultant agrees to perform the following services:

Task 10 – Basin Repair Evaluation & Recommendation \$8,318

1) Data Collection & Analysis

- a. Consultant shall perform a site visit(s) to collect data on the existing conditions at the WWTP site to gain an understanding of the issue and possible causes. The data will be analyzed to determine possible solution alternatives to resolve the issue. Up to four (4) visits are anticipated and included in this task.
- b. Consultant shall review existing design and bid documents that have been prepared for the basin repair and perform a value engineering alternative analysis.
- c. Consultant shall prepare budgets for newly proposed alternative solution(s) for the City's review and selection.
- d. Consultant shall perform a structural review of basin plans.
- e. Consultant shall obtain any pertinent information from the City that demonstrates the issues being experienced and observed to assist in the evaluation.

Task 11 – Pipe Relocation Design \$2,828

- 1) Consultant shall provide design services to relocate the main influent pipe entering the basin so that it can be properly sealed.

Task 50 – Bid Services \$6,924

1) Bid Forms and Documents

- a. Consultant shall prepare new bid documents according to the new selected solution determined by the City after the initial evaluation and recommendation.



EJCDC documents will be used to prepare the bid package and construction contract (included in this task is the efforts to prepare the final construction contract once this project is awarded). These will include, but may not be limited to the following:

- Associated plans and specifications;
 - Bid instructions and bid form;
 - Construction contract and requirements.
- b. Electronic Bid Documents shall be posted on Quest CDN (via PACE's account) to allow for plan holder tracking and addendum issuance. A link to this project posting will be placed in the public notice and on the City's website for interested parties to login in and download. *Note: Anyone downloading plans will be charged a non-refundable fee of \$10.00.*
- 2) Pre-Bid Meeting Coordination & Attendance
- a. Consultant shall assist the City in coordinating the Pre-Bid Conference and shall attend as the City's project construction representative.
- 3) Bid Process Support
- a. Consultant shall track registered bidders and perform any other bid process support activities required.
 - b. Consultant shall prepare written responses to contractors' questions and prepare bid addendum(s) as required to clarify bid requirements.
- 4) Review and Bid Evaluation
- a. Consultant shall review contractor bids received and provide recommendations for the contractor selection.

Task 60 – Construction Services (Not-To-Exceed (NTE), Time & Expense (T&E)) \$29,600

- 1) Pre-Construction and Construction Progress Meetings (8 Visits)
- a. Consultant Project Manager shall coordinate and attend the Pre-Construction Conference and up to seven (7) Progress Meetings.
- 2) Tank Repair Inspection (ALLOWANCE)
- a. Consultant shall be responsible for onsite and offsite inspections and management during the construction of the tank repair. Budget is included for approximately 4 hours/day for 20 working days per tank repair (north and south).
- 3) Respond to RFIs and Submittal Reviews
- a. Consultant shall review all project submittals as defined in the plans & specifications for intent and compliance with the project plans & specifications. In addition, Consultant shall respond to contractor requested "Request for Information" or Design Clarifications obtained in writing from the contractor. Consultant shall review contractor's billing, change order requests and work directives for accuracy and completeness and provide the City guidance for approval.
- 4) Review/Approval of Contractor Payment Applications

- a. Consultant shall review and approve Contractor Payment Application according to the project progress to ensure billing accuracy.
- 5) Special Inspections (*ALLOWANCE*)
 - a. Consultant shall hire a qualified firm and coordinate the required specialized performance to provide special inspections as required.
- 6) Hydrostatic Testing (*ALLOWANCE*)
 - a. Consultant shall be responsible for onsite and offsite inspections and management of the hydrostatic testing of the basins during construction. Budget is included for approximately 2 hours/day for 100 working days per tank repair (north and south).

Task 00 – Reimbursables/Expenses (T&E)

\$2,500

(To include all blueprinting, shipping, travel, reproduction, permit fees and other miscellaneous direct project expenses. Reimbursables are invoiced at cost plus 10%)

SECTION - COMPENSATION:

PACE will complete the work outlined herein and invoice Client monthly on a percentage of completion basis, a fixed fee of \$21,570 including the reimbursable expense of \$3,500, and the time and expense (T&E) amount of \$29,600 for a total sum of \$50,766 in accordance with the attached "Hourly Labor and Expenses Rates Schedule" and "Labor Breakdown".

<u>Task Description</u>	<u>Professional Fee</u>
Task 10 Basin Repair Evaluation & Recommendation	\$ 8,318
Task 11 Pipe Relocation Design	\$ 2,828
Task 50 Bid Services	\$ 6,924
Task 60 Construction Services (NTE, T&E)	\$29,600
Task 00 Reimbursables/Expenses (T&E)	\$ 2,500
Subtotal Engineering Fee:	\$50,766
TOTAL FIXED FEE:	\$50,766

ASSUMPTIONS AND EXCLUSIONS:

1. The Client's responsibilities shall include providing PACE with the base data and project information in a timely manner, coordination and management of other team consultants to assure that the project schedule can be met, and prompt payment of invoices in accordance with the terms and conditions included herein. The specific items that are to be provided by the Client or other consultants include the following:
 - a. Client input pertaining to project design issues and requirements including scheduling.
 - b. Site land-use base plans with existing and proposed elevation contours in transferable computer format.
 - c. Geologic and soils investigation reports.
 - d. Existing and proposed hydrologic and drainage data, maps, and reports.
 - e. Any other data that directly impacts PACE ability to perform the design in an efficient and economic manner.
2. Any proposed project changes which affect work in progress or previously completed will be justification for additional compensation.
3. All required aerial topography and base mapping will be paid for and supplied by Client, or others. Base topo and site information will be provided in digital (electronic) format compatible with AUTOCAD 2011.
4. No environmental documentation or support, including no environmental permitting.
5. No surveying or construction staking is included.
6. Local government approval meetings, hearings, etc., and preparation of presentation graphics will be under separate work authorization, if required.



7. Existing utility information research and mapping is not included and will be provided by Client.
8. For all the data delivered to PACE for the purpose of digital mapping, including but not limited to GIS and AutoCAD, PACE requires said data be delivered in one of the recognized standard coordinate systems such as the Stateplane Coordinate System or the Universe Transverse Mercator (UTM). In addition, PACE requires all datums, vertical and horizontal, be documented in a metadata sheet and be included along with the delivered data. If the coordinate system is in what is often referred to as a "Local Coordinate System," and the deliverer does not have the capability to convert data into one of the recognized standard coordinate systems, PACE requires a Control Conversion document (CCD) be included in the deliverable. The CCD will include all the necessary coordinate transformation information and scale factors needed to make an accurate translation of the data to PACE's acceptable coordinate systems. If this information is not available, PACE will require an addendum to this proposal to include Time and Materials used to translate the delivered data into the appropriate standard coordinate system.
9. The fees proposed herein shall apply until one year from date of proposal. Due to ever-changing costs, Consultant will increase those portions of the contract fee for which work must still be completed after one year from date of proposal, as negotiated with the Client up to a maximum of ten-percent (10%).



2015 HOURLY LABOR RATES

Principal	\$235.00
Sr. Project Manager / Sr. Consulting Engineer	\$190.00
Project Manager / Sr. Project Engineer / Sr. Hydrologist	\$177.00
Project Engineer / Design Engineer II	\$136.00
Instrumentation Controls Specialist	\$125.00
Sr. CAD Designer / Sr. GIS Analyst	\$117.00
Design Engineer	\$115.00
Graphic Designer	\$92.00
CAD Designer / GIS Analyst	\$91.00
Project Coordinator / Administrative Support	\$70.00
Assistant Designer	\$70.00
G.P.S. Survey Unit (w/ Operator)	\$241.00
Expert Witness / Legal Consultation	\$350.00 + Exp.

REIMBURSABLE EXPENSE RATES*

	Units	Cost
Travel		
Mileage (Per Mile)	Mile	\$0.575
Airfare, Auto Rental, Hotel		At Cost
Misc. Travel (Parking, tax, tolls, meals, etc.)		At Cost
Per Diem (Contract Rate)	DAY	Contract Rate
Outside Reproduction		At Cost
Shipping (FedEx, UPS, Courier, etc.)		At Cost
Misc. (Review Fees, Specific Charges)		At Cost
Reproduction (In-House)		
Sheet Bond - B/W Prints and Copies – All sizes (8 ½ x 11 to 12 x18)	SF	\$0.16
Sheet - Color Prints and Copies – All sizes	SF	\$1.20
Sheet - Glossy Color Print/Photo – All sizes	SF	\$2.60
Roll - Plots and Copies (Roll Paper)		
- Bond (B/W)	SF	\$0.88
- Bond (Color)	SF	\$1.56
Roll - Vellum or Mylar Plots	SF	\$2.60
Roll - Glossy Color Plot Exhibits (Roll Paper)	SF	\$3.12
Report 3-Ring Binders		
≤ 1.5"	EA	\$10.40
1.5" to 3"	EA	\$15.60
> 3"	EA	\$26.00
Coil or GBC Punch Binding	EA	\$1.04

*Note: All reimbursable expenses will be invoiced at the above rates + 10%



AGREEMENT BETWEEN CLIENT AND CONSULTANT

AGREEMENT ENTERED INTO AT Scottsdale, AZ made this 25th day of March 2016, by and between the City of San Luis hereinafter called "Client," and Pacific Advanced Civil Engineering, Inc. (PACE), a California corporation, herein called "Consultant."

Client and Consultant agree as follows:

- A. Client retains Consultant to perform services for:

To perform an evaluation of the existing San Luis East Wastewater Treatment Plant (WWTP) Basin Repair project documents to provide value engineering alternatives to the current proposed solution. Alternative solutions and a recommendation will be presented to the City for final selection. In addition to the existing basin repair scope, design services will be provided to relocate the main influent pipe entering the basin so that it can be properly sealed.

Following the evaluation and preparing design documents, bid services will be performed to support the City in obtaining a contractor to perform the repair work. Construction services will be rendered to manage the contractor performing the work to ensure quality and adherence of the construction schedule. All construction and services will be provided on a not-to-exceed, time and expense basis (T&E). hereinafter called "Project."

- B. Consultant agrees to perform the following scope of services:

*Task 10 Basin Repair Evaluation & Recommendation
Task 11 Pipe Relocation Design
Task 50 Bid Services
Task 60 Construction Services (NTE, T&E)
Task 00 Reimbursables/Expenses (T&E)*

(See attached Scope of Services – Section "A" for a detailed description)

- C. Client agrees to compensate Consultant for such services as follows:

Fee

(See attached Compensation Page – Section "B" for a detailed description)

- D. This Agreement is subject to Provisions of Agreement 1 through 28 attached herewith, and the terms and conditions contained in initialed exhibits attached herewith and made a part hereof.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and on the day and year indicated above.

Pacific Advanced Civil Engineering, Inc. (PACE)

CLIENT: City of San Luis

By:



By:

Name: Michael G. Krebs, PE

Name:

Title: Vice President of Environmental Water

Title:

Job #: A911

Date:

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GENERAL PROVISIONS ATTACHED TO THAT CERTAIN

AGREEMENT BETWEEN CLIENT AND CONSULTANT

DATED March 25, 2016 (collectively, the "Agreement")

Pacific Advanced Civil Engineering, Inc. (PACE) shall be hereinafter referred to as "CONSULTANT" and City of San Luis will be hereinafter referred to as "CLIENT" with respect to the "PROJECT" known as "San Luis East WWTP Basin Repair".

GENERAL

1. In the performance of the services under the Agreement, CONSULTANT shall at all times be an independent contractor, contracting services to CLIENT solely pursuant to the Agreement, and CONSULTANT is not, nor shall CONSULTANT represent CONSULTANT to be at any time, an agent or employee of CLIENT except as expressly set forth in the Agreement.
2. CLIENT agrees to cooperate in any and every way or manner with CONSULTANT on the PROJECT.
3. In addition to the printed provisions, the drawings and specifications shall become the property of CLIENT at completion of construction of the PROJECT. The CLIENT shall not reuse project design, drawings, and specifications without written consent of CONSULTANT. CONSULTANT will provide reproducible transparencies of the final PROJECT plans to CLIENT at completion of construction of the PROJECT. CONSULTANT, however, does not assume any professional responsibility or liability for use of the final plans and/or the drawings or specifications at any location other than this particular PROJECT site. CLIENT will defend, indemnify and hold CONSULTANT harmless from any errors and/or omissions arising out of the use of the final plans and/or the drawings and specifications at any other location.
4. All agreements on CONSULTANT'S part are contingent upon and subject to, the fact that CONSULTANT shall not be responsible for damages, or be in default or be deemed to be in default, by reason of delays in performance by reason of strike, lockouts, accidents, acts of God and other delays unavoidable or beyond CONSULTANT'S reasonable control or due to shortages or unavailability of labor at established area wage rates or delays caused by failure of CLIENT or CLIENT'S agents to furnish information or to approve or disapprove CONSULTANT'S work promptly, or due to late or slow, or faulty performance by CLIENT or Client's consultants or contractors, or by governmental agencies. In the case of the happening of any such cause of delay, the time of completion of CLIENT'S work under the Agreement shall be extended accordingly.
5. In the event that all of the obligations of CONSULTANT or CLIENT, respectively, required to be performed under the Agreement have not been performed as agreed for any reason other than a default by other party hereto, the non-defaulting party shall have the right, upon giving 30 calendar days prior written notice to the other party hereto, to terminate the Agreement and CONSULTANT shall be paid to the date of termination for all services rendered and cost incurred hereunder.
6. CONSULTANT makes no warranty, either expressed or implied, as to CONSULTANT'S findings, recommendations, specifications or professional advice except that these were promulgated after being prepared in accordance with generally accepted Civil Engineer practices and under the direction of a Civil Engineer and/or a professional staff.
7. CONSULTANT makes no representations concerning soil conditions unless specifically included in writing in the Agreement and CLIENT is not responsible for any liability that may arise out of the making, or any failure to make, soil surveys or subsurface soil tests or general soil testing.
8. CONSULTANT makes no representation concerning construction cost figures estimated in connection with maps, plans, specifications or drawings other than that all cost figures are estimates only.
9. In consideration of CONSULTANT'S fee for services, CLIENT agrees that, unless otherwise specified, CONSULTANT will perform no on site construction review for this PROJECT, unless specifically included in writing in this Agreement, that such services will be provided by others and that CLIENT shall defend, indemnify and hold CONSULTANT harmless from any and all liability, real or alleged, that might be occasioned by others performing construction review for this PROJECT.
10. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for the PROJECT site, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours and CLIENT further agrees to defend, indemnify and hold CONSULTANT harmless from any and all liability, real or alleged, in connection with the performance of work of this PROJECT, except liability arising from the sole negligence of CONSULTANT.
11. Notwithstanding anything else to the contrary contained herein or in the Agreement, CLIENT agrees to limit CONSULTANT'S exposure to liability and damages to CLIENT and to all contractors and subcontractors on the PROJECT, due to professional negligent acts, errors or omissions of CONSULTANT, to the lesser of the limits of CONSULTANT'S errors and omissions and general liability insurance policies, or the fee paid to CONSULTANT for the performance of the services under the Agreement. IN NO EVENT WILL CONSULTANT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXPENSES, LOST PROFITS, OR OTHER DAMAGES ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES UNDER THE AGREEMENT, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS SECTION WILL SURVIVE THE TERMINATION OF THE AGREEMENT.
12. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out the terms of the Agreement.
13. The terms and provisions of the Agreement shall not be construed to alter, waive or affect any lien or stop notice rights, which CONSULTANT may have for the performance of services under the Agreement.
14. No conditions or representations, altering, detracting from or adding to the terms of the Agreement or hereof shall be valid unless printed or written hereon or evidenced in writing by either party to the Agreement and accepted in writing by the other party hereto.
15. One or more waivers of any term, condition or covenant by CONSULTANT shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of the same or any other term, condition or covenant.
16. In the event any provision of the Agreement shall be held to be invalid and unenforceable, the other provisions of the Agreement shall be valid and binding on the parties hereto.



17. Should litigation be necessary to enforce any term or provision of the Agreement, or to collect any portion of the amount payable under the Agreement, then all litigation and collection expenses, witness fees and court costs and attorneys' fees shall be paid to the prevailing party.
18. The Agreement binds CONSULTANT and CLIENT and their successors and permitted assigns. Neither party hereto shall assign or transfer, whether by operation of law or otherwise, all or any portion of such party's interest, rights or obligations in the Agreement without the prior written consent of the other party hereto.
19. The Agreement and the documents, drawings, plans and specifications referred to therein, and these General Provisions, constitute the entire agreement of the parties hereto with respect to the matters set forth therein and herein and are the final, complete and exclusive expression of the terms and conditions thereof. All prior or contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.
20. The Agreement shall be construed and enforced in accordance with the laws of the State of Arizona. Each Party hereby irrevocably consents that all proceedings arising in connection with the Agreement shall be tried and litigated exclusively in the State and Federal courts located in the Maricopa County, State of Arizona. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to, or arising out of, the Agreement in any jurisdiction other than that specified in this Section.
21. All notices, demands or other communications given hereunder shall be in writing and shall be delivered personally, by facsimile or electronic mail transmission, or by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the address for such party set forth in the Agreement. All notices shall be deemed given upon the earliest of receipt, confirmed facsimile or electronic mail transmission, or three 3 calendar days after deposit in the United States mail.
22. In the event of any conflict or inconsistency between the provisions of these General Provisions and the provisions of the Agreement, the provisions of these General Provisions shall control.

PAYMENT

23. CONSULTANT shall present all invoices to CLIENT prior to the last day of each calendar month based upon percentage of completion, per the fee set forth in the Agreement. Invoices shall be due and payable when delivered. Payment is to be made at 17520 Newhope Street, Suite 200, Fountain Valley, CA 92708.
24. CLIENT shall promptly review invoices and notify CONSULTANT of any objection thereto; absent such objection in writing within 10 calendar days of the date of the invoice, the invoice shall be deemed proper and acceptable and immediately payable in full.
25. If the undisputed amount of any invoice is not paid within 30 calendar days of the date of the invoice, such undisputed amount shall commence bearing interest from the date of the invoice at the rate of 1.5% per month or the maximum rate allowed by law, whichever is greater, and CLIENT agrees to pay all accrued interest thereon, together with the undisputed amounts set forth in such invoice.
26. In the event that any undisputed amount of any invoice is not paid in full within 60 calendar days following the date of the invoice, such failure shall constitute a material breach of the Agreement and CONSULTANT may exercise all rights and remedies CONSULTANT may have at law, in equity or under the Agreement with respect to such material breach including, without limitation, termination of the Agreement following 10 calendar days' written notice of such material breach to CLIENT and CLIENT'S failure to cure such breach within such 10-day period.
27. CLIENT shall pay, in addition to the stated fee, the cost of all reimbursable items such as fees, permits, bond premiums, title company charges, delivery charges, blueprints, and reproductions and all other charges and expenses not specifically covered by the terms of the Agreement. In the event such reimbursable items are paid directly by CONSULTANT, then such charges and expenses shall be invoiced at CONSULTANT'S direct cost **plus** 10% for handling.
28. Any additional services not covered in the Scope of Work of the Agreement, which CLIENT requests CONSULTANT to perform, such as site reconnaissance and inspections during construction, additional visits out of town or to other places of business, will be requested in writing and will be invoiced on a time and material basis based on CONSULTANT'S then current schedule of fees and costs.