

SCHOFIELD

CIVIL CONSTRUCTION

August 19, 2016

Roger Biggs
Utilities Manager
City of Cottonwood
111 N. Main Street
Cottonwood, AZ 86326

Project: Cottonwood Ultraviolet Wastewater Disinfection System Installation Project

Subject: GMP Proposal Summary Revision #2

Mr. Biggs,

The following items are provided to clarify cost within the GMP Proposal:

- Scope of Work
- Cost Summary
- Clarifications and Assumptions
- Inclusions / Exclusions
- Design Cost Proposal Summary (Kimley-Horn)
- Project Schedule

The total cost to perform the work is \$298,946 as detailed in the Cost Summary, plus an additional \$15,000 Owner allowance for unforeseen conditions equaling a grand total of **\$313,946**. The following alternates are available to the City:

- Alternate #1 – Electrical Building Slab Credit (\$1,650)
- Alternate #2 – Grating Supports \$5,783

The anticipated construction duration is 88 calendar days as detailed in the Project Schedule.

We look forward to working with you on this Project. If you have questions or further assistance please do not hesitate to contact us.

Sincerely,

SCHOFIELD CIVIL CONSTRUCTION LLC



Tyrel Eckroth

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SCOPE OF WORK

PART 1 – General

Modify existing UV basin for new UV disinfection equipment installation. The work covered under this contract will be performed at the City of Cottonwood Treatment Facility located at 1480 W. Mingus Avenue.

PART 2 – Design Services.

- Provide plans and specifications for modifying existing UV basin.
- Permitting for ADEQ.
- Equipment vendor coordination.
- Construction management services.

PART 3 – Work of this Contract

The work to be performed under this contract includes furnishing and installing:

- 1.5 MGD temporary bypass pumping system with full pump redundancy.
- Unwater channel 2 & 3.
- Clean channel 2 & 3 of debris and trash.
- Perform existing concrete assessment. Utilize allowance for repair and /or coat delaminated concrete if required.
- New reinforced concrete wall in channel 2.
- Add 2' wall height atop existing concrete wall.
- New concrete floor for Wedeco UV installation.
- Cut and/or core existing concrete wall to re-route flow through UV basin.
- Install owner provided Wedeco UV System.
- New 100 amp feeder breaker to go into existing MCC.
- 100 amp feeder including excavation and backfill, to new 100 amp 480 volt distribution panel located in new electrical building.
- Stepdown MPZ for new 120 volt circuits, lights and receptacles in new electrical building.
- All required interconnecting conduit and cabling.
- UV electrical components installation.
- Integrate Wedeco UV System to existing SCADA system.
- Remove existing Trojan UV system.
- Abandon channel 1 with concrete fill.
- New concrete slab for electrical building.
- Pre-manufactured steel electrical building with wall mount 3 ton AC unit.
- Assist with channel startup, commissioning and training.
- Grating supports at new concrete walls.

Estimate Recap Report

Project Information

Estimate:	AZ16-020 - Cottonwood UV Installation	Bid Date:	08/15/2016
Project:	-	Review Date:	-
Estimator In Charge:	-	Job Duration:	2 months
Owner:	-	State:	-
Engineer:	-	Estimate Type:	-
Related Estimate:	-		

Estimate Summary

	On Bid Quantities	%
Direct Cost	240,724	80.52%
Indirect Cost	0	0.00%
Addons	18,957	6.34%
Bond	3,157	1.06%
Pass Through Cost	0	0.00%
Direct Markup	36,109	12.08%
Indirect Markup	0	0.00%
Markup Addons	0	0.00%
+ / - Adjustments	0	
Pass Through Adjustment	0	
Unbalancing Difference	0	0.00%
Rounding Difference	0	
Desired Bid	0.00	
Final Bid Total	298,946.81	100.00%
Final Markup (% Based on Cost)	36,109	13.74%

Activity Unit Price Summary

Biditem Activity	Description	Quantity	Unit	Calendar WC	Hrs/Shift	Labor	Perm Material	Constr Matl/Exp	Equipment Ownership	Equipment Operation	Sub- Contract	Total
*** 10	Design Services					Takeoff:	1.00 LS		Bid:	1.00 LS		
10.10	Kickoff Meeting	1.00	DY	AZ5606	508	8.00	960		27	15		1,002
10.20	Design Review	1.00	MO	AZ5606	508	8.00	6,397		360	200		6,957
10.30	Equipment Verification / Shake	1.00	LS	AZ6318	510	10.00	638		236	60		934
10.40	SUB - Kimley Horn Design Servi	1.00	LS	AZ6318	510	10.00					46,195	46,195
10.50	SUB - Ludvik Design Services	1.00	LS	AZ6318	510	10.00					1	1
*****Biditem/Category 10 *****						7,995			623	275	46,196	55,089
Mh:	108.00	Mh/Un:	108.0000			7,994.85			623.00	275.00	46,196.00	55,088.85
*** 20	General Conditions					Takeoff:	1.00 LS		Bid:	1.00 LS		
20.10	Staff	6.00	WK	AZ5606	508	8.00	28,787		1,620	900		31,307
20.20	Small Tools / Safety Supplies	6.00	WK	AZ6318	510	10.00		720		1,200		1,920
20.30	Equipment Mobilization	1.00	LS	AZ6318	510	10.00		1,000				1,000
20.40	Site Facilities	6.00	WK	AZ6318	510	10.00		1,950				1,950
*****Biditem/Category 20 *****						28,787		3,670	1,620	2,100		36,177
Mh:	360.00	Mh/Un:	360.0000			28,787.40		3,670.00	1,620.00	2,100.00		36,177.40
*** 30	Bypass					Takeoff:	1.00 LS		Bid:	1.00 LS		
30.10	Bypass Equipment	2.00	MO	AZ6318	510	10.00		1,320	8,700			10,020
30.20	Install Bypass	1.00	LS	AZ6318	510	10.00	868		224	72		1,164
30.30	Remove Bypass	1.00	LS	AZ6318	510	10.00	868		224	72		1,164
30.40	Install / Remove Bulkheads	4.00	EA	AZ6318	510	10.00	2,169	3,000	560	180		5,909
*****Biditem/Category 30 *****						3,904	3,000	1,320	9,708	324		18,256
Mh:	108.00	Mh/Un:	108.0000			3,904.09	3,000.00	1,320.00	9,708.00	324.00		18,256.09
*** 40	Unwatering / Cleaning					Takeoff:	1.00 LS		Bid:	1.00 LS		
40.10	Unwater Basin	1.00	LS	AZ6318	510	10.00	256		80	64		400
40.20	Clean Basin	1.00	LS	AZ6318	510	10.00	434		12	216		662
*****Biditem/Category 40 *****						690			92	280		1,062
Mh:	20.00	Mh/Un:	20.0000			689.63			92.00	280.00		1,061.63
*** 60	Concrete					Takeoff:	1.00 LS		Bid:	1.00 LS		
60.10	F/S Center Wall	912.00	SF	AZ6318	510	10.00	5,749	200	1,120	360		10,357
60.15	P/F Center Wall	11.00	CY	AZ6318	510	10.00	794	1,820	24	932		3,570
60.20	Center Wall Reinforcement	1,060.00	LB	AZ6318	510	10.00	868	816	224	72		1,980
60.22	Center Wall - Drill / Epoxy	70.00	EA	AZ6318	510	10.00	383	1,140				1,523
60.30	F/S 2' Wall Extension	144.00	SF	AZ6318	510	10.00	1,150		224	72		2,022
60.35	P/F 2' Wall Extension	1.50	CY	AZ6318	510	10.00	308	280	6	308		902
60.40	Exten. Wall - Drill / Epoxy / Rein	54.00	EA	AZ6318	510	10.00	438	469				907
60.50	Channel Fill - CLSM	9.00	CY	AZ6318	510	10.00	251	750	6	608		1,615
60.60	F/S Channel Floor	35.00	SF	AZ6318	510	10.00	110					215
60.65	P/F Channel Floor	3.00	CY	AZ6318	510	10.00	595	420	18	24		1,057

Activity Unit Price Summary

Biditem Activity	Description	Quantity	Unit	Calendar WC	Hrs/Shift	Labor	Perm Material	Constr Matl/Exp	Equipment Ownership	Equipment Operation	Sub- Contract	Total	
60.70	Channel Floor - Drill / Epoxy / R	65.00	EA	AZ6318	510	10.00	438	1,600				2,038	
60.90	Core Holes	2.00	EA	AZ6318	510	10.00					1,800	1,800	
60.95	Core Hole Rebar Repair	2.00	EA	AZ6318	510	10.00	512	200				712	
*****Biditem/Category		60	*****				11,594	7,695	3,609	1,622	2,376	1,800	28,697
Mh:	342.00	Mh/Un:	342.0000				11,594.33	7,695.20	3,609.00	1,622.00	2,376.00	1,800.00	28,696.53
***	70	Install Wedeco System					Takeoff:	1.00 LS		Bid:	1.00 LS		
70.10	Set Template	7.00	EA	AZ6318	510	10.00	1,518	350	70	217	91	2,246	
70.15	Drill Holes for Installation Parts	7.00	EA	AZ6318	510	10.00	2,711		560	388	163	3,821	
70.20	Install Parts to Channel Wall	7.00	EA	AZ6318	510	10.00	1,518			392	126	2,036	
70.25	Module Frame Installation	7.00	EA	AZ6318	510	10.00	1,518			392	126	2,036	
70.30	Install Centering Angle	7.00	EA	AZ6318	510	10.00	759			196	63	1,018	
70.35	Install Light Shield	7.00	EA	AZ6318	510	10.00	1,518			392	126	2,036	
70.50	Install Level Probe	1.00	EA	AZ6318	510	10.00	128					128	
*****Biditem/Category		70	*****				9,671	350	630	1,977	695		13,322
Mh:	268.00	Mh/Un:	268.0000				9,671.18	350.00	630.00	1,976.50	694.50		13,322.18
***	80	Testing / Startup					Takeoff:	1.00 LS		Bid:	1.00 LS		
80.10	Testing & Startup	1.00	WK	AZ6318	510	10.00	3,296			520	480	4,296	
*****Biditem/Category		80	*****				3,296			520	480	4,296	
Mh:	80.00	Mh/Un:	80.0000				3,295.53			520.00	480.00	4,295.53	
***	90	Remove / Abandon Trojan System					Takeoff:	1.00 LS		Bid:	1.00 LS		
90.10	Remove Trojan System	1.00	LS	AZ6318	510	10.00	868			224	72	1,164	
90.20	Concrete Fill Trojan Channel	9.00	CY	AZ6318	510	10.00	924	1,540		18	24	2,506	
*****Biditem/Category		90	*****				1,791	1,540		242	96	3,669	
Mh:	54.00	Mh/Un:	54.0000				1,791.48	1,540.00		242.00	96.00	3,669.48	
***	110	Electrical Subcontractor					Takeoff:	1.00 LS		Bid:	1.00 LS		
110.10	SUB - Electrical	1.00	LS	AZ6318	510	10.00					72,000	72,000	
*****Biditem/Category		110	*****								72,000	72,000	
Mh:		Mh/Un:									72,000.00	72,000.00	
***	120	Electrical Building					Takeoff:	1.00 LS		Bid:	1.00 LS		
120.10	Prep Subgrade	96.00	SF	AZ6318	510	10.00	212			50	10	272	
120.20	F/S Electrical Slab	44.00	LF	AZ6318	510	10.00	325		132	9	12	478	
120.25	Electrical Slab Rebar	290.00	LB	AZ6318	510	10.00	217	223		6	8	454	
120.30	P/F Electrical Slab	2.50	CY	AZ6318	510	10.00	397			12	16	425	
120.35	Assemble PreFab Building	1.00	EA	AZ6318	510	10.00	1,735	4,200		448	144	6,527	
*****Biditem/Category		120	*****				2,886	4,423	132	525	190	8,156	

Activity Unit Price Summary

Biditem Activity	Description	Quantity	Unit	Calendar WC	Hrs/Shift	Labor	Perm Material	Constr Matl/Exp	Equipment Ownership	Equipment Operation	Sub- Contract	Total
Mh:	81.00	Mh/Un:	81.0000			2,885.95	4,423.30	132.00	525.00	190.00		8,156.25
Mh:	1,421.00	***REPORT TOTALS***				70,614	17,009	9,361	16,929	6,816	119,996	240,724

N = Activity not adjusted to bid quantity

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CLARIFICATIONS AND ASSUMPTIONS

1. The electric bypass pump systems assumes use of power from existing MCC building. System will utilize floats and alarms for notification and will not have continuous pump watch. Bypass system includes 100% pump redundancy.
2. Electrical building includes metal building kit from Absolute Steel. Building will include a pedestrian door, R-11 insulation, light fixture and 23000 BTU window air conditioner (cooling & heating, LW2416HR). New concrete slab for electrical building to be located near existing chlorine enclosure adjacent to UV basin. All existing equipment in chlorine enclosure to remain as is. *If City removes/reinstals existing equipment in FRP building in new building and SCC resuses existing slab for new electrical building a deduction of (\$1,650) will be given to City Alternate #1 – Electrical Building Slab Credit.*
3. Trojan UV equipment assumed to remain in operation until new Wedeco system is tested and operational.
4. SCADA and integration to be performed by Alliance Service and Control Specialists. Schofield has included coordination with ASCS.
5. New grating for UV basin to be provided under future contract. *Angle frames and support system for new grating will be performed if City elects to perform Alternate #2 – Grating Supports.*
6. *No allowance for concrete channel repairs in UV basin is included.*
7. *Schofield Civil Construction is including Professional Liability insurance.*
8. *Trenching, bedding (if other than native material) and backfill for electrical conduits from MCC building to new electrical building to be performed by City.*

Inclusions / Exclusions

Description	Included	Excluded	Notes
Permits			
Permit Fees		X	
Building Permits		X	
Arizona Pollutant Discharge Elimination System (AZPDES) Permit		X	
Arizona Department of Transportation Permit		X	
U.S. Army Corps of Engineers 404 Permit		X	
Insurance			
Builders Risk Insurance		X	
Pollution Insurance	X		\$1,000,000 limit
Professional Liability Insurance	X		
General Liability Insurance	X		\$1,000,000 occur. / \$2,000,000 agg.
Contract Matters			
AZ Transaction Privilege Tax	X		
Public Information		X	
Site Management			
Mobilization / Demobilization	X		One each way
Storm Water Pollution Prevention Plan (SWPPP)		X	
Construction Water		X	Utilize plant water
Odor Control		X	
Noise Control		X	
Field Office	X		Mobile trailer
Site Security		X	
Temporary Fence		X	
Offsite Yard / Storage		X	
Sanitary Facilities	X		
Use of Existing Utilities - Power / Water	X		Power for bypass system
Survey	X		
Maintenance of Plant Operations (MOPO)	X		
Operation of Existing Valves / Equipment		X	
Schedule			
Overtime - Schofield	X		5 - 10hr shifts
Overtime - Inspection / Engineer / Owner		X	
Multiple Shifts		X	
Existing Conditions			
Hazardous Waste Handling / Disposal		X	
Contaminated Waste Handling / Disposal		X	
Clearing / Grubbing		X	
Remove / Relocate Existing Utilities		X	
Damage to Unknown / Unmarked Utilities		X	
Remove / Replace Asbestos Cement Pipe		X	
Utility Conflicts		X	

Inclusions / Exclusions

Description	Included	Excluded	Notes
Existing Conditions			
Site Clean Up	X		
Pavement Restoration		X	
Landscaping		X	



August 15, 2016

Mr. Tyrel Eckroth
Schofield Civil Construction
23025 N. 15th Avenue, Ste. 205
Phoenix, Arizona 85027

Re: Professional Services Agreement – Cottonwood WWTP UV Disinfection Project

Dear Mr. Eckroth:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to Schofield Civil Construction (“Client”) for providing design and post-design phase services related to the UV Disinfection Improvement Project for the City of Cottonwood Wastewater Treatment Plant (WWTP).

PROJECT UNDERSTANDING

The City of Cottonwood has selected our team for the design and construction for the installation of a new Wedeco Duron Ultraviolet (UV) Wastewater Disinfection System for the Cottonwood WWTP. The original request included the engineering analysis, design, site preparation, and installation of the new UV system, as well as related support systems.

The purpose of this project is prepare final design plans for the detailed improvements, which includes close coordination with the UV equipment manufacturer, coordination and design support for electrical and instrumentation improvement, and related onsite field assistance during installation and during startup and testing phases.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

TASK 1 – FINAL DESIGN

Kimley-Horn will provide design for the installation of the new Wedeco Duron UV system at the existing Cottonwood WWTP. Design phase services include tasks related to overall installation of the new UV system, to include the preparation of design drawings encompassing civil/mechanical installation, new electrical service to support the City-provided equipment, and related structural detail required to modify the existing facility.

- **Project Administration.** Kimley-Horn will provide representation at project related meetings to assist in the coordination of the installation of the new UV equipment. This will include budget for progress meetings and ongoing coordination. Kimley-Horn will provide representation at submittal review meetings to coordinate with the

City of Cottonwood and with the Client after 60% and 90% design phases. In addition, Kimley-Horn will provide formal written response to items captured during review meetings and/or City of Cottonwood review periods.

- **Field Work and Design Criteria.** Kimley-Horn will review previously completed work related to the design and selection of the new Wedeco Duron UV system. In addition, review of ADEQ permitting requirements, existing as-built drawing review, and other existing available documentation will be reviewed as part of our pre-design phase of this effort.
- **Final Design.** Kimley-Horn will prepare final design drawings to include civil/mechanical, electrical, structural, instrumentation, and associated improvements as outlined in the original request from the City of Cottonwood. Design drawings will be developed in cooperation with the Client to ensure constructability, phasing, and site requirements are incorporated into the final documents. Deliverables for each design phase shall include one (1) electronic pdf copy and three (3) sets of full size plans for City of Cottonwood review, comment, and approval. Design phases are defined as follows:
 - 60% Submittal
 - 90% Submittal
 - Final Submittal
 - As-Constructed plans (as required for City of Cottonwood and ADEQ)
 - Operations and Maintenance Manual (after commissioning and testing)

TASK 2 – CONSTRUCTION PHASE SERVICES

Kimley-Horn will provide on-site assistance during installation, startup, and commissioning for the new Wedeco Duron UV system. Site visits will be coordinated with the Client and effort is anticipated to be directly related to minimizing operations disruptions during construction and for documentation of startup and site testing requirements, which will be needed for submittal to ADEQ.

Services Not Included and Assumptions

Any other services, including but not limited to the following, are not included in this Agreement but can be added through a contract modification or by a cost plus basis as outlined in Additional Services below:

- Design for additional enclosures/buildings
- Additional submittals
- Alternative analyses
- Data collection
- Survey

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following: preliminary design, final design of proposed system, survey, value engineering, booster and tank design, well design, electrical engineering, and roadway reconstruction.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following: GIS information on existing site infrastructure, record drawings, and history of site performance. Some of this information has already been provided to Kimley-Horn.

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule:

- Submit final plans within four weeks of NTP.
- City of Cottonwood review of pre-final plans within five weeks of NTP.
- Resolve all review comments within six weeks of NTP.
- Prepare final plans, specifications, and opinion of probable construction cost within eight weeks of NTP.

Fee and Expenses

Kimley-Horn will perform the services in Task 1 and Task 2 for the not to exceed labor fee below. Individual task amounts are informational only. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, lab work, and other direct expenses will be billed at 1.10 times cost. All permitting, application, and similar project fees will be paid directly by the Client; should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a ten percent (10%) markup, will be immediately issued to and paid by the Client.

Task 1	Final Design ¹	\$41,520
Task 2	Construction Phase Services	\$3,200
<u>Estimated Expenses</u>		<u>\$1,475</u>
Total Not-to-Exceed Labor Fee		\$46,195

¹ Includes Pineview Consulting fee

Professional fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Fort Mojave Tribal Utilities Authority.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Ray P. Montoya, PE
Project Manager

Client Authorized Signature:

Client Printed Name:

Client Title:

Client's Federal Tax ID: _____

Client's Street Address: _____

Attachment – Request for Information
Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client						
Mailing Address for Invoices						
Contact for Billing Inquiries						
Contact's Phone and e-mail						
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner	<input type="checkbox"/>

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.

STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.10 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
- d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
- h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
- i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not

intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State in which the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**Cottonwood WWTP - UV Disinfection Improvements
REV 1 - 16AUG2016**

(Costs Rounded to the Nearest \$1.00)

ESTIMATED DIRECT LABOR			
	Estimated	Hourly Rate*	Labor
<u>Classification</u>	<u>Man-Hours</u>		<u>Costs</u>
Principal	0	\$220.00	\$ -
Senior Project Manager	34	\$200.00	\$ 6,800
Senior Engineer	56	\$185.00	\$ 10,360
Senior Professional	0	\$180.00	\$ -
Project Engineer	104	\$150.00	\$ 15,600
Designer	80	\$105.00	\$ 8,400
Admin Support I	0	\$110.00	\$ -
<u>AdminSupport II</u>	<u>8</u>	<u>\$70.00</u>	<u>\$ 560</u>
Total Man-Hours	282	Total Labor Costs	\$ 41,720
[* Includes overhead at 191.53% of labor and profit at 10% of labor and overhead.]			
ESTIMATED DIRECT EXPENSES (See Exhibit 3)			
<u>Item</u>			<u>Cost</u>
Mileage			\$ 473
Reproductions			\$ 1,001
Total Direct Expenses			\$ 1,475
ESTIMATED OUTSIDE SERVICES AND CONSULTANTS			
<u>Pineview Consulting (Ken Knickerbocker)</u>			<u>\$ 3,000</u>
Total Estimated Outside Services			\$ 3,000
Direct Labor			\$ 41,720
Total Direct Expenses			\$ 1,475
Total Estimated Outside Services			\$ 3,000
TOTAL ESTIMATED (NOT TO EXCEED) COST			\$ 46,195

Exhibit 2 - Derivation of Person-Hours
Cottonwood WWTP - UV Disinfection Improvements
REV 1 - 16AUG2016
CLASSIFICATION

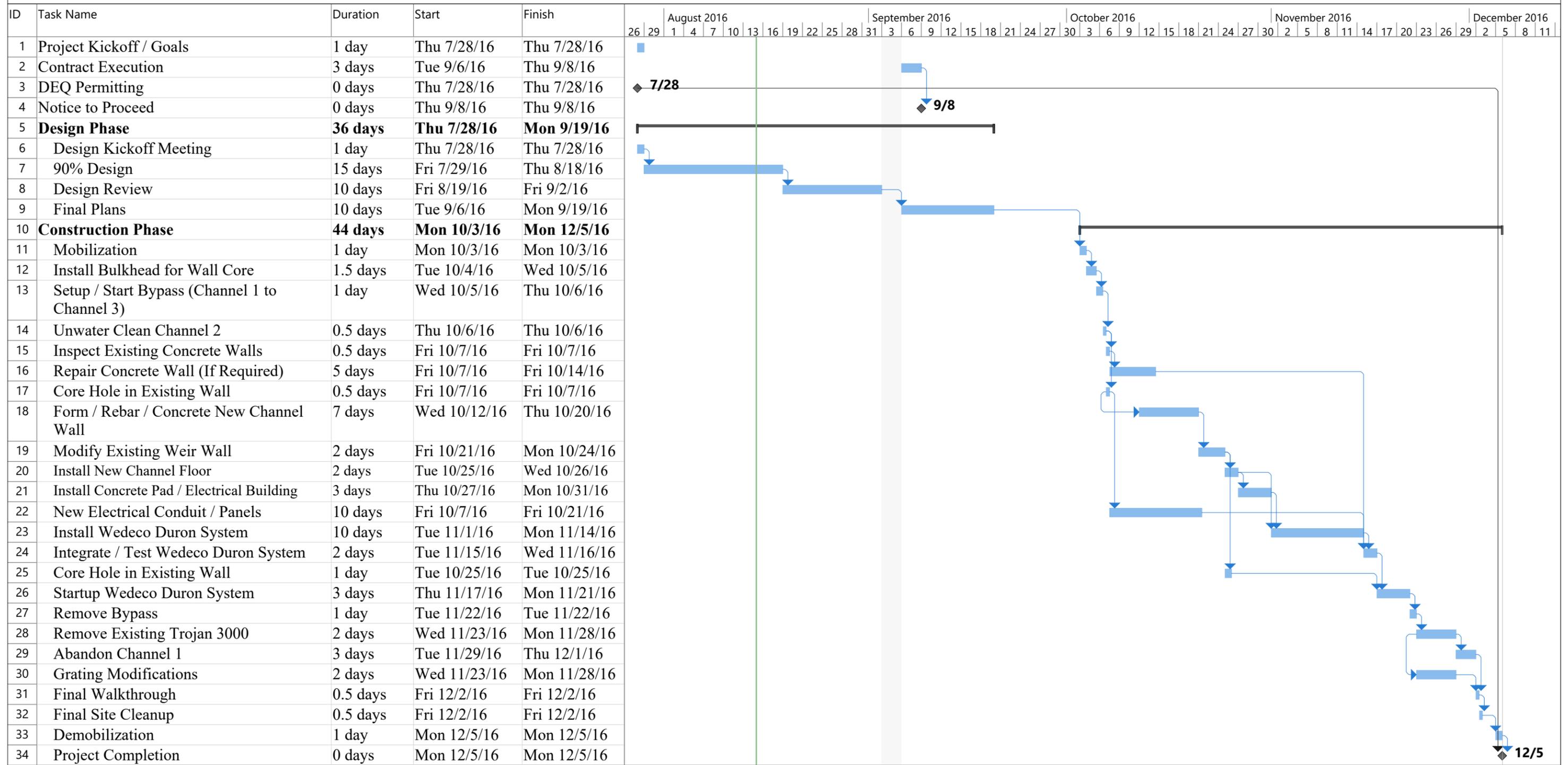
Task	Description	Principal	Senior Project Manager	Senior Engineer	Senior Professional	Project Engineer	Designer	Admin Support I	Admin Support II	Total
Task 1 - Final Design			Montoya	Payne		Shroup Colombo	Yurs	Walborn	Pfeffer	
Task 1.1	Project Administration									
Task 1.1.1	Kickoff Meeting		2							2
Task 1.1.2	Progress Meetings		2						2	4
Task 1.1.3	Submittal Review Meetings								2	2
Task 1.2	Field Work and Design Criteria									
Task 1.2.1	Preliminary Engineering		2							2
Task 1.2.2	As-Built Drawing Review		4							4
Task 1.2.3	Permit Evaluation		4							4
Task 1.2.4	Equipment Vendor Coordination		4							4
Task 1.3	Final Design									
Task 1.3.1	Final Design Drawings									
	60% Design			8			16			24
	90% Design			8			16			24
	100% Design			8			16			24
Task 1.3.2	Structural Design			8		24	8			40
Task 1.3.3	Electrical Design			8		64	8			80
Task 1.3.4	Instrumentation Design			8		16	8			32
Task 1.3.5	O&M Manual			8			8		4	20
Task 2 - Construction Phase Services										
Task 2.1	Construction Management									
Task 2.1.1	Onsite Assistance		8							8
Task 2.1.2	Startup and Commissioning		8							8
	Total	0	34	56	0	104	80	0	8	282

**Exhibit 3 - Estimated Direct Expenses
Cottonwood WWTP - UV Disinfection Improvements
REV 1 - 16AUG2016**

(Costs Rounded to the Nearest \$1.00)

MILEAGE			
<u>Location</u>	<u>No. of Trips</u>	<u>Miles</u>	<u>Total Miles</u>
Meetings	2	102	204
Site Visit	6	102	612
Total Estimated Miles			816
Total Cost at \$ 0.58 per mile			\$ 473
REPRODUCTIONS			
<u>Type</u>	<u>Amount</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Plotting and sheet preparation	100	\$ 10.00	\$ 1,000
Photocopy (8 1/2" x 11")	25	\$ 0.05	\$ 1
Photocopy (11" x 17")	0	\$ 0.15	\$ 0
Displays (24" x 36")	0	\$ 80.00	\$ 0
Mylars	0	\$ 14.00	\$ 0
Total Estimated Reproductions			\$ 1,001
TOTAL ESTIMATED DIRECT EXPENSES			\$ 1,475

Mingus Av. WWTP UV Disinfection System Replacement



Project: Mingus Av. WWTP UV Date: Mon 8/15/16	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			