

**CONTRACT FOR SERVICES
CITY OF BISBEE**

**ENGINEERING SERVICES
SAN JOSE WASTEWATER TREATMENT PLANT SOLAR ENERGY PROJECT**

THIS CONTRACT is made this 17th day of September, 2013, by and between the City of Bisbee (hereinafter "the City") and Pacific Advanced Civil Engineering, Inc. ("PACE"), a California corporation doing business in Arizona, (hereinafter "the Contractor").

WHEREAS the City is in need of certain engineering design services and construction management services for design and construction of the Solar Energy Project at the San Jose Wastewater Treatment Plant; and

WHEREAS the Contractor has offered to perform the proposed work in accordance with the terms of this Contract and as is more specifically described in the Proposal from PACE, dated ~~September 22~~, 2013, as attached as Exhibit A and incorporated herein by reference; and

MDK August

NOW, THEREFORE, in consideration of the promises and covenants stated herein,
IT IS HEREBY AGREED THAT:

1. The Contractor promises and agrees to perform the work and to provide the services as described in this Contract and in the attached "Exhibit A, PACE proposal." This work shall be provided in a good and competent manner, and to the satisfaction of the City, or its designees. This work shall also be performed in a manner that is consistent with the "Standard Terms and Conditions, City of Bisbee Contract," which terms are incorporated into this Contract by reference, and the Special Terms and Conditions which may be attached to this Contract.

2. The Contractor further agrees to provide all of the services required by this Contract in a complete and acceptable form, as is customarily provided according to professional standards applicable to completion of this type of service work.

3. This Contract shall remain in effect for a period of two (2) years from the date of its approval by both parties. It may be renewed for an additional period upon the mutual agreement of the parties.

4. The City will compensate the Contractor for its performance, and the Contractor agrees to accept as complete payment for such full performance, a total sum not to exceed One Hundred Eighty-Nine Thousand, Three Hundred Twenty-Seven Dollars and No Cents (\$189,327.00). The City shall have the right to reject all or any work or work product submitted under this Agreement which

does not meet the required specifications. In the event of any such rejection, the Contractor agrees to promptly remedy any and all deficiencies. No compensation shall be due for any rejected work until such deficiencies have been corrected, and corrected at the Contractor's sole cost.

5. Payment shall be made by the City to the Contractor on the basis of invoices detailing the work included within each billing period. The Contractor's billing period shall be on a monthly basis. The Contractor shall provide periodic reports and updates on the progress being made in connection with these payment requests, sufficient for the City to determine that satisfactory progress is being made. Except as otherwise stated herein, the payments for each designated task shall not exceed the amounts indicated in the attached Exhibit A the payments for the full amount of each Task shall not be made until all work for that Task has been completed and accepted.

Twelve and One half Percent of the \$26,292.00 on a monthly basis shall be invoiced for the work associated with Tasks 12, Funding Assistance \$15,636.00 and Task 13, Solar Feasibility Study, \$10,656.00. The total amount of Task 12 and 13 is \$26,292.00. Final payment shall be made after Contractor has completed all of the work necessary for finalization of the APS Production Based Renewable Energy Incentive Program, Reservation #21509, as referenced in the APS correspondence of May 31, 2013.

6. The Contractor shall maintain the insurance required under this paragraph. The City of Bisbee shall be named as an additional insured in each policy as herein provided, except Worker's Compensation and professional Liability insurance. All insurance shall be maintained continuously during the life of the Agreement and contractor's Professional Liability Insurance shall be continued in force for a minimum of three (3) years after the later of completion of the services furnished under this Agreement or until completion of any construction contemplated by this Agreement. Contractor shall furnish City of Bisbee certificates showing the type, amount, class of operations, effective dates and dates of expiration of policies. It is understood and agreed that City of Bisbee shall be entitled to notification at least thirty (30) days prior to the expiration of such policies. Failure by the Contractor to maintain insurance coverage as agreed shall be a material breach of this Agreement and will result in termination of this Agreement. The types and amounts of insurance required are generally as follows but may be increased if greater coverage is required by the Prime Agreement:

6.1	Worker's Compensation	
	State:	Statutory
	Employer's Liability:	\$1,000,000
6.2	General Liability	Comprehensive
	Bodily Injury and Property	\$2,000,000
6.3	Automobile Liability	
	Bodily Injury and Property Damage	
	Combined Single Limit	\$1,000,000

6.4 Professional Liability
CONSULTANTS' Errors and Omissions \$1,000,000

7. In the event of any dispute between these parties, the prevailing party shall be entitled to recover its attorneys' fees, any costs of suit, any expert witness fees, and the actual cost of any test or inspection incurred in connection with any effort undertaken to enforce any of the terms of this Contract.

8. All notices, invoices and payment shall be made in writing and may be given by personal delivery or by mail. The names and addresses of the designated recipients for such notices, invoices and payments are as follows:

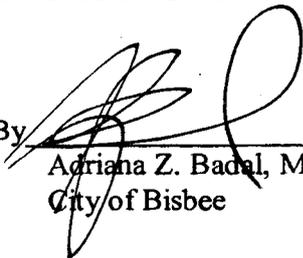
TO CONTRACTOR:

Michael G. Krebs, P.E.
Vice President of Environmental Water Division
PACE
7434 E. McDonald Drive
Scottsdale, AZ 85261
480-991-3595
TO CITY:

Thomas J. Klimek, P.E., R.L.S.
City Engineer/ Public Works Director
City of Bisbee
118 Arizona Street
Bisbee, AZ 85603
520-432-6002

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Contractor as indicated below:

APPROVED:
CITY OF BISBEE

By 

Adriana Z. Badal, Mayor
City of Bisbee

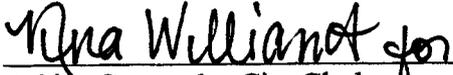
APPROVED:
CONTRACTOR



Michael G. Krebs, P.E.
Vice President, PACE
7434 E. McDonald Drive

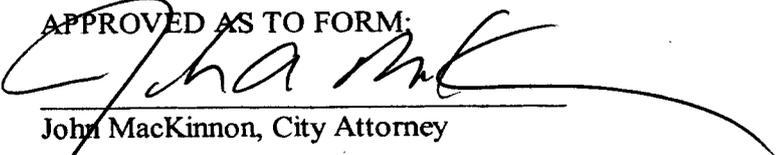
Scottsdale, AZ 85261

APPROVED:



Ashlee Coronado, City Clerk

APPROVED AS TO FORM:



John MacKinnon, City Attorney

SPECIAL TERMS AND CONDITIONS

1. **Task 12 – Funding Assistance**, on Exhibit A, shall include all of the engineering services necessary to meet the conditions of the APS Production Based Renewable Energy Incentive Program, Reservation #21509, as referenced in the APS letter of May 31, 2013, attached hereto. This shall include, but not be limited to the work necessary for the submission of the interconnection application and the final documentation for this project.

2. **Task 51- Solar Construction Services.** The designated paragraphs of Task 51, Exhibit A, shall be amended to read as follows:

7) Electrical Construction Administration & Inspections.

- a. PACE shall provide, or arrange for the services by subcontract, if necessary, a qualified electrical engineer to provide construction administration for the electrical construction and to provide a special inspection of all electrical work performed on this project to confirm that this construction work is consistent with the approved plans, all applicable codes, and any specific requirements of APS.

8) Geotechnical Investigations.

- a. PACE shall make a recommendation to the City Engineer for any geotechnical investigation that may be necessary or appropriate for this design and construction. Upon the approval of the City Engineer, PACE shall arrange for the performance of the approved geotechnical investigations on behalf of the City. PACE shall hire a geotechnical firm and coordinate the performance of the geotechnical investigation as necessary and appropriate for the solar installation site location. The geotechnical firm shall also perform investigations during the construction phase for the soils testing as necessary for the solar installation, including compaction and concrete testing.

12) Final “As Built” Plans.

- a. In addition to the Final Documentation that will be provided to APS for this project, PACE will provide to the City, upon completion of the project, a final set of “as built” plans for this project which accurately reflect the construction work as completed.

**STANDARD TERMS AND CONDITIONS
CITY OF BISBEE CONTRACT**

1. Contract Documents

1.1 The Contract shall be based upon the Notice of Solicitation issued by the City and the Offer submitted by the Contractor in response. The Offer shall substantially conform to the terms, conditions and specifications and other requirements specified by the City, unless expressly noted by the Contractor and specifically agreed to in writing by the City.

1.2 In the event of any conflict in the provisions of the Contract as accepted by the City and as it may be amended, the following shall prevail in the order set forth below:

- a. Contract and Special Terms and Conditions, if any.
- b. Standard Terms and Conditions, City of Bisbee Contract
- c. Specifications, Scope of Work or Requirements
- d. Notice of Solicitation
- e. Offer and response from the Contractor

1.3 This Contract may be modified only by a written contract amendment signed and approved by the parties in the same manner as the original Contract was approved.

1.4 This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall alter the express written terms. No prior oral or written understanding that has not been specifically incorporated into this Contract shall be of any force or effect.

1.5 This Contract shall be interpreted and applied based upon the laws of the State of Arizona. Each and every provision of law and any clause required to be included in the Contract shall be read and enforced as though it were include herein. This shall include, but not be limited to, the requirement to comply with all conditions that may be imposed as a requirement for the use of any grant or other specific public funds that may be expended in connection with this Contract.

2. Relationship of the Parties

2.1 The Contractor under this Contract is an independent contractor and shall act only in its individual capacity. Neither party to this Contract shall be deemed to be the employee nor agent of the other party and no employee of one party shall be, or be deemed to be, the employee or agent of the other party for any purpose.

2.2 The City will not withhold taxes, Social Security payments or any other types of employee withholding from payments made by the City under this Contract. The

Contractor is required to make arrangements for the direct payment of all such taxes and expenses.

2.3 Pursuant to A.R.S. § 38-511, as applicable, the provisions which are incorporated herein by reference, all parties are hereby put on notice that this Contract is subject to cancellation by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is, at any time while the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.

3. Payment and Costs

3.1 Unless otherwise specified, all prices shall be "F.O.B. Destination" and shall include all freight delivery costs and unloading expenses at the destination.

3.2 The Contractor shall be responsible for paying all applicable state, local and federal taxes. Transaction privilege or sales taxes that apply to the sale, if any, are the responsibility of the Contractor to remit.

3.3 In order to receive a payment from the City, the Contractor shall have a current W9 form on file with the City.

3.4 Contractor shall present all invoices to the City on or about the 15th of every month based upon percentage of completion up to the last day of the previous month, per the fee set forth in the Agreement. Invoices shall be due and payable when delivered. Payment is to be made at 7434 E. McDonald Drive, Scottsdale, AZ 85250.

A separate invoice shall be issued by the Contractor for each shipment of material or delivery of services. No payment shall be issued by the City prior to the receipt of the subject material or services and the submission of a correct and accurate invoice. The tender of a bill of lading shall not operate as the tender of the materials.

4. Performance Requirements

4.1 No subcontract shall be entered into by the Contractor with any other party to furnish any of the materials or services specified without the prior written approval of the City. All subcontractors that are identified in the Offer shall be deemed to be approved, unless otherwise noted. All subcontractors shall comply with all applicable terms of this Contract, including all requirements of state or federal law, in the same manner as the Contractor. The Contractor is fully responsible for the Contract performance whether or not subcontractors are used.

4.2 No right or interest in this Contract shall be assigned by the Contractor without the prior written permission of the City and no delegation of any duty of the Contractor shall be made without the prior written approval of the City.

4.3 The Contractor shall at all times keep all public areas within the City of Bisbee and all City property free from the accumulation of waste material or rubbish. Prior to the completion of any work, the Contractor shall remove and properly dispose of any rubbish and waste from the site of the work and all tools, equipment and materials that are not the property of the City. Upon completion of the work, the Contractor shall leave all City and public property used in connection with the work in a clean, neat and workmanlike condition.

4.4 The Contractor shall maintain, in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor, including a City business license, as applicable to this Contract.

4.5 All materials and services provided by the Contractor are subject to final inspection and acceptance by the City. The title and risk of loss of material and services shall not pass to the City until the City actually receives the materials and service at the point of delivery and accepts them, unless otherwise expressly provided in this Contract. Any material or service failing to conform to the specification of this Contract shall be held at the Contractor's sole risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor.

4.6 The Contractor warrants that all materials and services delivered under this Contract shall conform to the specifications of this Contract and are fit for the intended purposes for which they are used. The mere receipt of a shipment of materials or delivery of services shall not alter or affect the obligations of the Contractor or the rights of the City under this Contract.

4.7 Unless otherwise specified in this Contract, all materials provided under this Contract shall be guaranteed for a minimum period of one (1) year from the date of acceptance by the City against defects in material and workmanship. At any time during this period, if a defect should occur in any item, that item shall be replaced or repaired at no additional cost to the City except where it may be demonstrated that the defect was caused by misuse and not by faulty workmanship or design. Additional warranty requirements may be set forth in the Contract Documents.

5. Risk and Liability

5.1 The Contractor shall provide such insurance as may be required by law and as may be specifically required by the Contract:

5.2 The Contractor shall defend, hold harmless, and indemnify the City, its officers, agents and employees, from all claims, demands, suits, damages and expenses, including attorney's fees, which arise, or are alleged to have arisen, from the negligent acts, errors or omissions or intentional torts of the Contractor, its agents, subcontractors, officers and employees, in the performance of this Contract. This indemnity shall not include the negligence or intentional torts, if any, of the City, its officers, agents and

employees, or that portion of any joint liability which is attributable to them. The extent of the foregoing Contractor liabilities shall be limited to and determined by the respective fault of the parties, their agents, subcontractors and employees, in comparison with others, including, but not limited to, the other party, who may have contributed to or in part caused any such claim to arise. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable, in whole or in part.

5.3 The Contractor shall indemnify, defend and hold harmless the City against any liability, including defense costs and expenses, for any the infringement, or alleged infringement of any patent, trademark or copyright or other property rights of any third parties arising out of the performance of this Contract or the use by the City of any materials or services furnished by the Contractor to the City.

5.4 Notwithstanding any limitation in the term of this Contract, paragraphs 5.2 and 5.3 shall remain in full force and effect with regard to any such claims that may arise under these provisions.

5.5 The parties hereby agree to make a good faith effort to resolve any controversy or claim through informal negotiations. Any claim or controversy must first be presented in writing, with supporting documentation, to the agent of the other party. The recipient shall have seven (7) days to prepare and deliver a response. Thereafter, if the parties fail to resolve the claim or controversy following a reasonable period for such resolution, but not less than ten (10) days, the aggrieved party may pursue its legal remedies, if any.

6. General and Miscellaneous Terms

6.1 The provisions of this Contract are severable. Any term that may be held to be invalid shall not affect any other provision or application of the Contract or the enforcement of the remainder of this Contract.

6.2 The venue for any legal action brought by either party for the enforcement of this Contract, or any portion of it, shall be in Cochise County, Arizona.

6.3 This is a non-exclusive agreement. The City reserves the right to obtain like goods and services from another source, in its sole discretion.

6.4 The Contractor assigns to the City any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor and are ultimately delivered to the City under this Contract.

6.5 All services, information, programs, elements, reports, plans and other deliverables which may be created under this Contract are the sole property of the City and shall not be used or released by the Contractor or any other person except with the

prior written permission of the City.

6.6 The Contractor who provides "services" in this state, as defined at A.R.S. § 41-4401D.(5), hereby warrants that the Contractor and all Subcontractors are in compliance with all federal immigration laws and regulations that relate to the employees of the Contractor and any Subcontractors. The Contractor further warrants that the Contractor and all Subcontractors have complied with the verification of employment eligibility requirements of Arizona law, as required by A.R.S. § 23-214. Pursuant to A.R.S. § 41-4401, the Contractor acknowledges and agrees that any breach of this warranty shall be deemed to constitute a material breach of the Contract and may cause the Contract to be terminated. If the Contractor establishes that the Contractor and all Subcontractors have complied with the employment verification provisions prescribed by Sections 274.A and 274.B of the federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214.A, the Contractor shall not be deemed to be in material breach of the Contract on these grounds. The Contractor also acknowledges and agrees that the City retains the legal right and obligation to inspect the papers of any employee of the Contractor or any Subcontractors who perform work on this Contract and to conduct random verification reviews to ensure that the Contractor and Subcontractors are complying with these requirements.

6.7 Pursuant to A.R.S. § 35-391.06 and 35-393.06, the Grantee and subcontractors certify that they do not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 and 35-393, as applicable. If the State of Arizona or the Authority determines that the Grantee submitted a false certification, the Authority may impose remedies as provided by law including cancellation or termination of this Agreement

7. Suspension and Termination of the Contract

7.1 The City may, without cause and for its convenience, order the Contractor in writing to suspend, delay or interrupt its performance in whole or in part for such period of time as the City may determine. In any such event, the City shall make an equitable adjustment in the delivery schedule or the Contract price, or both.

7.2 Upon receipt of a suspension or termination notice from the City, the Contractor shall promptly discontinue all services (unless the notice directs otherwise), and deliver or otherwise make available to the City, as requested by the City and at the City's cost, copies of all data, design calculations, drawing, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing this Contract.

7.3 The City may terminate the Contract for cause if the Contractor:

- (a) persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials, as applicable, to perform this Contract;
- (b) fails to make payment to subcontractors for materials or labor in accordance with respective agreements between the Contractor and the subcontractors, as applicable;
- (c) persistently disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction; or
- (d) otherwise is guilty of a substantial breach of a provision of the Contract.

When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the Contractor ten (10) days written notice and an opportunity to respond, terminate the Contract. The Contractor shall be entitled to receive payment for its performance, subject to any damages incurred by the City.

7.4 The City, by written notice to the Contractor, may terminate this Contract in whole or in part when in the sole discretion of the City it is in the City's best interests to do so. In such case, the Contractor shall be paid for all material, equipment and services provided or work performed to that date.

7.5 The Contractor may terminate the Contract if the performance is stopped for a period of fourteen (14) days through no act or fault of the Contractor or its agents or employees or any other persons performing portions of the Contract, for any of the following reasons:

- (a) issuance of an order of a court or other public authority having jurisdiction;
- (b) an act of government, such as a declaration of national emergency, making material unavailable;
- (c) because the City has not made payment within the time stated in the Contract;
- (d) if repeated suspensions, delays or interruptions by the City constitute in the aggregate more than 25% of the total number of days scheduled for completion.

If one or more of the above reasons exists, the Contractor may, upon ten (10) days written notice to the City terminate the Contract and recover from the City payment for its performance.

End of Standard Terms and Conditions, City of Bisbee Contract



August 22, 2013

Mr. Tom Klimek
Public Works Director
City of Bisbee
404 Bisbee Road
Bisbee, AZ 85603
Phone (520) 432-6262

Fax (520) 432-2642
Page 1 of 14

**Re: San Jose WWTP Solar and Equipment Bay Addition
Professional Design Services Proposal**

#A364

Dear Mr. Klimek,

PACE is pleased to provide our proposal for engineering services for the San Jose WWTP Solar and Equipment Bay Addition project. Attached is our Agreement, Exhibit "A" - Scope of Services, Exhibit "B" - Compensation, Exhibit "C" - Hourly Rate Schedule, Exhibit "D" - Labor breakdown, Exhibit "E" - Design and Construction Administration Project Schedule.

We appreciate the opportunity to be of service to the City of Bisbee and look forward to the successful completion of this Solar and Equipment Bay Addition Design and Construction project. Please contact me if there are any questions or if we may provide any additional information.

Sincerely,

A handwritten signature in black ink that reads "Michael G. Krebs".

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

MGK/alk

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

cc: *File*

W:\A364\3-Contracts - Proposals\Proposal #1 Solar Addition\San Jose WWTP Solar-Equipment Bay Proposal\Submitted 08-22-13\1. Tom Klimek Cover Letter_08-22-13.doc

PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES

SAN JOSE WWTP SOLAR AND EQUIPMENT BAY ADDITION #A364

OBJECTIVE:

To perform engineering services to obtain funding through WIFA and APS to be utilize in the efforts for the design and construction services of an electrical solar generation system at the San Jose WWTP. The project will also include the addition of two (2) solar mounted equipment bay structures (with incorporated wash-down area) to the WWTP site.

SECTION A - SCOPE OF SERVICES:

- A. Consultant agrees to perform the following services: *(Note: Task numbers are based on PACE tracking system)*

Task 12 – Funding Assistance \$15,636

Funding Assistance for Available WIFA Grants and Loans and APS Incentives and Reimbursements for the WWTP Solar Addition. Consultant shall research and gain an understanding of multiple funding sources requirements. Consultant shall coordinate and carry out the process of obtaining funding from selected funding sources including, but not limited to the following tasks:

- Attending meetings with funding agency representatives.
- Communicate regularly with funding agency on project.
- Assemble and submit funding assistance and incentive applications on behalf of the City.
- Report all communication and findings to the City

Beyond the incentives programs, APS also has an equipment efficiency reimbursement available. This task would include coordinating, preparing an information package and package submittal to APS after the solar addition is constructed and in operation.

Task 13 – Solar Feasibility Study \$10,656

Perform feasibility study of the benefits to the addition of a solar system to the San Jose WWTP. This task includes meetings, coordination, research and projections of capital cost, incentives and savings in several alternatives of this addition.

Task 40 – Solar Design \$62,405

1) Management

- a. This task will include project management/coordination of the Project including obtaining and directing subconsultants, preparing a project management plan, project communication/files and quality assurance and quality control (QA/QC).



2) Meetings (7)

- a. Progress Meetings will be held and will be scheduled in advance between the City and Consultant's Project Manager. Up to seven (7) meetings are envisioned to take place during the project design. These meetings will provide a forum for delivery of Project deliverables as well as meeting agendas which will identify efforts and accomplishments since the last meeting and establish expectations for the next meeting. This task includes the efforts to track time, calculate and prepare monthly invoicing base on a schedule of value format.

3) Council Presentation

- a. Council Meeting Presentation will be made and will be scheduled in advance between the City and Consultant's Project Manager. The Consultant will be responsible for technical information and support for the City by providing, when necessary, a presentation and by responding to questions during the Council Meetings. The Consultant will prepare up to 3 Boards or a PowerPoint Presentation consisting of 10 Slides per meeting. It is assumed that the presentation will be approximately 15 minutes.

4) Site Survey (Alta Land Survey, Inc.)

5) General and Civil Design

- a. Consultant shall provide design of the solar addition to include general/civil (solar location, site drainage, etc.) to a 100% progress.

6) Solar Design

- a. Provide 24" x 36" electrical construction drawings prepared for APS and permit submittal.
 - i. Drawings will be completed for the proposed site at the San Jose Wastewater Treatment Plant.
- b. Provide a submittal set meeting the detailed requirements of APS for system approval.
- c. Provisions will be made in the plan set for a phased construction for the ultimate build-out of the photovoltaic system.
- d. Provide a detailed site plan showing physical location of photovoltaics and routing of wire to combiners, disconnects and the inverter.
- e. Prepare single and three line diagrams showing work required at the electrical system.
- f. Prepare load calculations.
- g. The tie-in to from the solar addition to the San Jose Wastewater Treatment Plant will be designed.
- h. Perform in-house QAQC review and modifications.
- i. Any redlines will be responded to and addressed until plan approval.

7) Plans & Specifications

- a. A 100% full set of plans and specifications will be prepared for the project to be used for the bid process.

Task 41 – Equipment Bay Design

\$21,232

1) Design Equipment Bay Structures

- a. Consultant shall provide plans and specifications for construction of the equipment bay structures.

- i. Equipment Bay Design shall include the following:

- 1. Two (2) -15' wide bays in one structure that will be 50' in length for larger vehicles (equipment & trucks). This bay will include a concrete floor and a single slope roof of 15 degrees, with a south facing low end clear height of 15'. The roof will be a metal roof. The support and structure will be able to hold solar panels and necessary solar accessories.
 - 2. Incorporated in the bay will be a concrete wash down area for equipment and trucks. The basin will be designed to drain to a sump with a grit trap and the water will drain to the WWTP influent lift station.
 - 3. The location of the bays will be proposed and approved by the City.

Task 50 – Construction Services

\$61,028

1) Bid Document Preparation and Pre-Bid Meeting

- a. Prepare the special provision portion of the Construction Specifications and Contract Documents suitable for bidding. An initial outline of the special provision items will be provided to the City prior to commencing with the specifications. The special provisions shall be incorporated by the Client into the overall construction document package.
- b. A Bid and Technical Specifications package shall be developed to define project details concerning the construction, and also to assist with Contractor procurement. Consultant shall coordinate with the City and the City's legal counsel concerning the general contract, insurance and bonding, and special conditions required to coordinate with other ongoing work efforts and contractor experience requirements.
- c. Consultant shall provide options to the City as to ways to incorporate into the bid document the previously selected process equipment.

- d. Consultant shall provide copies of the Bid Documents (Bid Forms, Plans and Specifications) to pre-qualified contractors at the Client's request.
 - e. Consultant shall attend and assist in conducting of the Pre-Bid Meeting.
- 2) Response to Bidders' RFIs
- a. Consultant shall prepare written responses to contractor's questions and prepare bid addendum(s) as required to clarify bid requirements.
- 3) Review of Bids & Recommendations to City
- a. Consultant shall assist the Client in evaluating construction bids received and provide a recommendation on contractor selection.
- 4) Pre-Construction and Construction Progress Meetings (12 Visits)
- a. A Pre-Construction Conference meeting will be held with the Project team. Progress Meetings will be held on a regular basis, to be scheduled in advance by the City's and Consultant's Project Manager. Up to twelve (12) meetings are envisioned.
- 5) Response to RFIs and Submittal Review
- 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.
- 6) Review/Approval of Contractor Payment Applications
- a. Consultant shall review and approve Contractor Payment Application according to the project progress.
- 7) Electrical Inspections (Wright Engineering Corporation)
- a. Consultant shall hire an electrical engineering and coordinate the performance to provide a special inspection of the electrical construction.
- 8) Geotechnical Investigations – (Ninyo & Moore)
- a. Consultant shall hire a geotechnical firm and coordinate the performance of a geotechnical investigation as necessary for the solar installation site location. Geotechnical firm shall also perform investigation during construction for the soils testing as necessary for the solar installation. (i.e. compaction and concrete.
- 9) As-built Drawings

- a. Consultant will prepare “As-Built Drawings” after the construction of the project.

10) Operations & Maintenance (O&M) Manual

- a. Consultant shall prepare a complete, navigable Electronic Operation and Maintenance Manual in PDF format for the treatment facility. Consultant shall instruct Client on proper use and maintenance of O&M Manual.
- b. Deliverables: One (1) Electronic O&M Manual

11) Substantial Completion Inspection & Certification

- a. Consultant shall perform an inspection of the facility and furnish to the City a written letter of substantial completion. Consultant shall supply the City a final itemized punch list completed by the General Contractor and sub-contractors.

12) Final Inspection & Certification

- a. Consultant shall perform a final inspection of the construction of the project and furnish the City a Final Completion Certificate.

Task 51 – Equipment Bay Area Construction Services

\$6,340

- 1) The following tasks for the Equipment Bay will be included in Task 50 above.
 - a. Bid Document Preparation and Pre-Bid Meeting,
 - b. Response to Bidders’ RFIs and Bid Evaluation
 - c. Review of Bids & Recommendations to City
 - d. Review/Approval of Contractor Payment Applications
 - e. Substantial Completion Inspection & Certification
 - f. Final Inspection & Certification
- 2) Pre-Construction and Construction Progress Meetings
 - b. Consultant shall attend and assist in conducting of the Pre-Construction Meeting. A Pre-Construction Conference meeting and progress meeting will be held with the Project team. Progress Meetings will be scheduled in advance by the City’s and Consultant’s Project Manager. One (1) meeting is envisioned.
- 3) Response to RFIs and Submittal Review
 - 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) Structural Inspections (PK Associates, LLC)
 - a. Consultant shall hire a structural engineer and coordinate the performance of to provide construction administration for the vehicle bay / wash-down area construction and provide a special inspection.
- 5) Substantial Completion Inspection & Certification (Included in task 50 above)
- 6) Final Inspection & Certification (Included in task 50 above)

Task 00 - Reimbursables/Expenses (T&E)

\$12,030

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

SECTION B - COMPENSATION:

PACE will complete the work outlined herein and invoice Client monthly on a percentage of completion basis, a fixed fee of **\$177,297** plus the reimbursable expense of **\$12,030**, for a total sum of **\$189,327** in accordance with the attached Exhibit C – “Hourly Labor and Expenses Rates Schedule”.

<u>Task Description</u>	<u>Professional Fee</u>
12 Funding Assistance	\$15,636
13 Solar Feasibility Study	\$10,656
40 Solar Design	\$62,405
41 Vehicle Bay / Wash-down Area Design	\$21,232
50 Construction Services	\$61,028
51 Vehicle Bay / Wash-down Area Construction Services	\$ 6,340
00 Reimbursable Expenses	\$12,030
Subtotal Engineering Fee:	\$189,327
TOTAL FIXED FEE:	\$189,327

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. 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 subject to negotiation.
3. Local government approval meetings, hearings, etc., except Bisbee council meetings, and preparation of presentation graphics will be under separate work authorization, if required.
4. 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%).





2013 HOURLY LABOR RATES

Principal	\$225.00
Sr. Project Manager / Sr. Consulting Engineer	\$187.00
Project Manager / Consulting Engineer / Sr. Hydrologist	\$177.00
Sr. Project Engineer / Sr. Design Engineer	\$156.00
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
<u>Travel</u>		
Mileage (Per Mile)	Mile	\$0.55
Airfare, Auto Rental, Hotel		At Cost
Misc. Travel (Parking, tax, tolls, meals, etc.)		At Cost
Per Diem (Contract Rate)	DAY	Contract Rate
<u>Outside Reproduction</u>		
		At Cost
<u>Shipping (FedEx, UPS, Courier, etc.)</u>		
		At Cost
<u>Misc. (Review Fees, Specific Charges)</u>		
		At Cost
<u>Reproduction (In-House)</u>		
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%



City of Bisbee
San Jose WWTP

San Jose WWTP Solar Addition & Equipment Bay Labor Breakdown

Labor Categories

Billing Rates											
MAJOR TASKS	LABOR SUB-TASK	ACTIVITY (Please Specify) PACE Billing Rates	Principal \$225.00	Sr. Proj. Mgr \$187.00	Sr. Project Engineer \$177.00	Proj. Engineer \$136.00	Design Engineer \$112.00	Sr CAD Designer \$117.00	CAD Designer \$91.00	Admin. Support \$70.00	Total Labor Hours/Cost
12 FUNDING ASSISTANCE											
12.1	WIFA Funding Assistance			20						12	\$4,580
12.2	APS Funding and Design Coordination			40		16				20	\$11,056
13 SOLAR FEASIBILITY STUDY											
13.1	Solar Feasibility Study			48						24	\$10,656
Total Phase Hours			0	48	0	0	0	0	0	24	72
Total Phase Cost			\$0	\$8,976	\$0	\$0	\$0	\$0	\$0	\$1,680	\$10,656
40 DESIGN											
40.1	Management			16						8	\$3,552
40.2	Meetings (7)			48		16				8	\$11,712
40.3	Council Presentation			16		8				8	\$4,640
40.4	Site Survey										\$5,225
SUBCONSULTANT											
40.5	General & Civil Plans (Solar, Location Drainage, Etc.)			4	12			30	30		\$9,112
40.6	Solar Design Plans			8	32	40		30	44		\$20,114
40.7	Solar Specifications			6	12	24				22	\$8,050
40.8	Solar Permits										\$0
CONTRACTOR TO OBTAIN NECESSARY PERMITS											
41 EQUIPMENT BAY DESIGN											
41.1	Management & Meeting (Included in Task 40.1 & 40.2)										\$0
41.2	General & Civil Design			2	8			16	16		\$5,118
41.3	Design Plans										\$12,650
SUBCONSULTANT											
41.4	Specifications			2	4	8		4	6	4	\$3,464
41.5	Permits										\$0
CONTRACTOR TO OBTAIN NECESSARY PERMITS											
Total Phase Hours			0	4	12	8	0	20	22	4	70
Total Phase Cost			\$0	\$748	\$2,124	\$1,088	\$0	\$2,340	\$2,002	\$280	\$21,232
50 CONSTRUCTION SERVICES											
50.1	Bid Document Preparation & Pre-Bid Meeting			16		12		8	8	16	\$7,408
50.2	Response to Bidders' RFI			2	4	8		2	4	4	\$3,048
50.3	Review of Bids & Recommendations to City			4	4					4	\$1,736
50.4	Pre-Construction and Const. Progress Meetings (12 Visits)			96		68					\$27,200
50.5	Response to RFI & Submittal Review			2	12	24				4	\$6,042
50.6	Review/Approval of Contractor Payment Applications			6						2	\$1,262
50.7	Electrical Inspections										\$3,500
SUBCONSULTANT											
50.8	Geotechnical Inspections										\$2,500
SUBCONSULTANT											
50.9	As-Built Drawings			2	4			4	8	4	\$2,558
50.10	Operations & Maintenance (O&M) Manual			2	4	10				2	\$2,582
50.11	Substantial Completion Inspection & Cert			4	4					2	\$1,596
50.12	Final Inspection & Certification			4	4					2	\$1,596
Total Phase Hours			0	138	36	122	0	14	20	40	370
Total Phase Cost			\$0	\$25,896	\$6,372	\$18,592	\$0	\$1,638	\$1,820	\$2,800	\$41,828
51 EQUIPMENT BAY CONSTRUCTION SERVICES											
51.1	Pre-Construction and Const. Progress Meeting			8							\$1,496
51.2	Response to RFI & Submittal Review			2	6	4	2			2	\$2,344
51.3	Structural Inspections										\$2,500
SUBCONSULTANT											
51.4	Substantial Completion Inspection & Cert (incl in Task 50)										\$0
51.5	Final Inspection & Certification (incl in Task 50)										\$0
Total Phase Hours			0	10	6	4	2	0	0	2	24
Total Phase Cost			\$0	\$1,870	\$1,062	\$544	\$224	\$0	\$0	\$140	\$6,340
TOTAL LABOR HOURS			0	358	110	238	2	94	116	148	1,066
TOTAL LABOR COST			\$0	\$66,946	\$19,470	\$32,368	\$224	\$10,998	\$10,656	\$10,360	\$177,297

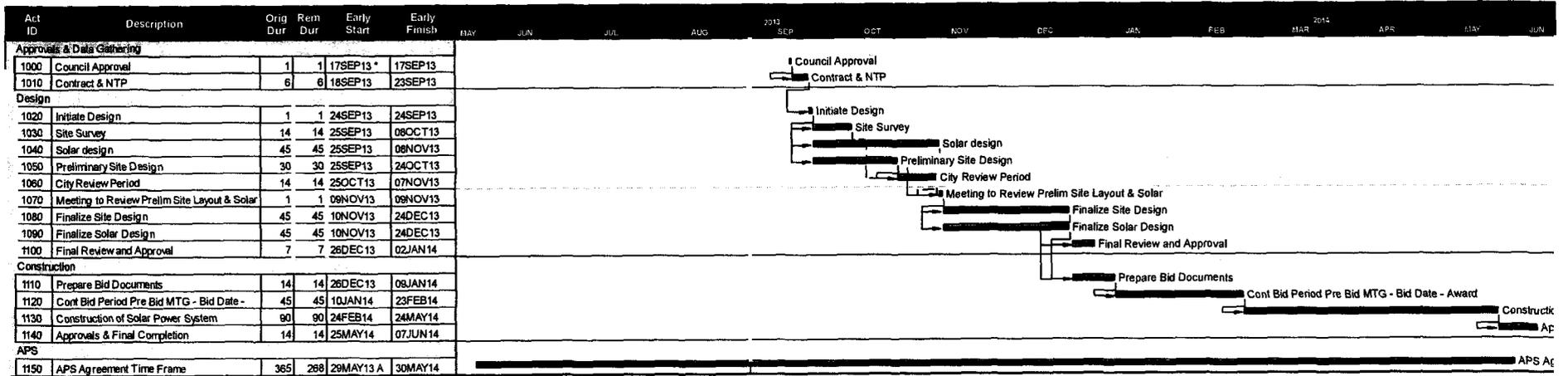
Estimated Expenses (Specify)

Travel (Mileage, Meals & Lodging)	\$11,175
Reproduction - Draft & Final Reports	\$855
Total Expenses	\$12,030

Estimated Expenses (Billed at Cost +10%) \$12,030

TOTAL PROJECT AMOUNT \$189,327

Exhibit E - Design and Construction Administration Project Schedule



Start date 29MAY13
 Finish date 07JUN14
 Data date 03SEP13
 Run date 11SEP13
 Page number 1A
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PACE
Bisbee WWTP Solar Power Generation

Early bar
 Progress bar
 Critical bar
 Summary bar
 Start milestone point
 Finish milestone point