

**CONTRACT FOR SERVICES
CITY OF BISBEE
ENGINEERING SERVICES
FOR THE SAN JOSE WASTEWATER TREATMENT PLANT**

THIS CONTRACT is made this 6th day of December, 2011, by and between the City of Bisbee (hereinafter "the City") and Pacific Advanced Civil Engineering, Inc., (PACE) (hereinafter "the Contractor").

WHEREAS the City is in need of certain services, as more particularly specified in the Scope of Engineering Services, dated October 27, 2011 , and as incorporated herein by reference; and

WHEREAS the Contractor has offered to perform the proposed work in accordance with the terms of this Contract;

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 the Scope of Engineering Services, Exhibits A, B and C, as attached and incorporated herein. This work shall be provided in a good and competent manner, and to the satisfaction of the City, or its designees. It shall also be performed in such a manner that the City will be able to use this work as a basis for one or more grant applications requesting funding for the identified improvements to the San Jose Wastewater Treatment Plant, with such modifications as may required by the particular requirements of the particular grant. 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 any 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 such work 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 ninety (90) days and all work shall be completed on or before that time.

4. The City will compensate the Contractor for its performance, and the Contractor agrees to accept as complete payment for such full performance, a sum not to exceed Four Thousand Nine Hundred Ninety-five Dollars (\$4995.00) as a fixed price for this work. 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 upon the completion of the work.

6. 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:

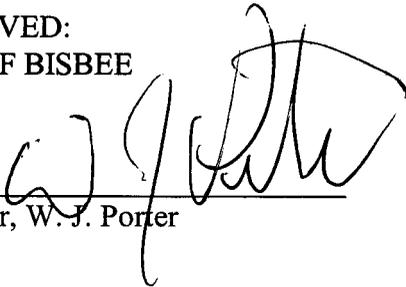
Michael G. Krebs, P. E.
Vice President, Environmental Water
Pacific Advanced Civil Engineering, Inc. (PACE)
426 N. 44th Street, Suite 120
Phoenix, AZ 85008
(602) 393-3026

TO CITY:

Tom Klimek, P.E., R.L.S.
City Engineer, City of Bisbee
Public Works Dept. of the City of Bisbee
118 Arizona Street
Bisbee, AZ 85603
(520) 432-2642

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

APPROVED:
CITY OF BISBEE

By 
Mayor, W. J. Porter

APPROVED:
CONTRACTOR


Michael G. Krebs, P. E.
Vice President, Environmental Water
Pacific Advanced Civil Engineering, Inc. (PACE)

ATTEST:

Gloria P. Gonzalez
Gloria P. Gonzalez, City Clerk

APPROVED AS TO FORM:

John A. MacKinnon
John A. MacKinnon, City Attorney

EXHIBIT "A"
SCOPE OF ENGINEERING SERVICES

BISBEE SAN JOSE WWTP DESIGN WORKSHOP
#A008P

The Client and the Consultant for mutual consideration hereinafter set forth, agree as follows:

Objective:

The current operation staff had some concerns regarding the existing facility and wishes to understand the design of the current system. Consultant shall meet on-site with the operation staff to discuss the basis of the design and to provide the operation with some insights behind the design.

A. Consultant agrees to perform the following services:

TASK 10 – Design Meeting and Workshop

- 1) Consultant shall meet on-site with the San Jose WWTP Operations Staff to discuss the general condition of the facility. Consultant shall conduct a one-day work shop to review the WWTP's basis of design and to provide insights on the design decisions.*
- 2) Consultant will identify and quantify operational concerns at the plant that include operator safety, operator ergonomics and plant process.*
- 3) Consultant shall prepare a memorandum to summarize the discussion during the workshop and to provide technical responses to comments or concerns expressed during the workshop meeting.*
- 4) Consultant will identify energy saving options for the plant as well as some potential energy generation possibilities.*
- 5) Consultant will assist the City of Bisbee in identifying funding sources for the project.*
- 6) Consultant will make recommendations on the operational staff requirements for the WWTP.*

TASK 00 – Reimbursable Expenses (billed at cost + 10%)

**EXHIBIT “B”
COMPENSATION**

*BISBEE SAN JOSE WWTP DESIGN WORKSHOP
#A008P*

Fee

PACE will complete the work outlined herein and invoice Client monthly on a percentage of completion basis, a fixed fee of **\$4,495** plus the reimbursable expense of **\$500**, for a total sum of **\$4,995** in accordance with the attached Exhibit C – “Hourly Labor and Expenses Rates Schedule”.

| <u>TASK DESCRIPTION</u> | <u>PROFESSIONAL FEE</u> |
|----------------------------------|--------------------------------|
| 10 Design Meeting and Workshop | \$ 4,495 |
| 00 Reimbursable Expenses | \$ 500 |
| Subtotal Engineering Fee: | \$ 4,995 |
| TOTAL FIXED FEE: | \$ 4,995 |

ASSUMPTIONS AND EXCLUSIONS

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:

1. Client input pertaining to project design issues and requirements including scheduling.
2. Site land-use base plans with existing and proposed elevation contours in transferable computer format.
3. Geologic and soils investigation reports.
4. Existing and proposed hydrologic and drainage data, maps, and reports.
5. Any other data that directly impacts PACE ability to perform the design in an efficient and economic manner.

Any proposed project changes which affect work in progress or previously completed will be justification for additional compensation.

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 2010.

No environmental documentation or support, including no environmental permitting.

No surveying or construction staking is included.

Local government approval meetings, hearings, etc., and preparation of presentation graphics will be under separate work authorization, if required.

Existing utility information research and mapping is not included and will be provided by Client.

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.

The fees proposed herein shall apply until **April 27, 2012**. Due to ever-changing costs, Consultant will increase those portions of the contract fee for which work must still be completed after **April 27, 2012**, as negotiated with the Client up to a maximum of ten-percent (10%).

Client Initials: _____
Consultant Initials: _____



EXHIBIT "C"

Effective January 1, 2011 to December 31, 2011

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 |
| Design Engineer | \$112.00 |
| Sr. CAD Designer / Sr. GIS Analyst | \$117.00 |
| CAD Designer / GIS Analyst | \$91.00 |
| Graphic Designer | \$85.00 |
| Project Coordinator / Administrative Support | \$70.00 |
| Assistant Designer | \$70.00 |
| G.P.S. Survey Unit (w/ Operator) | \$241.00 |
| Expert Witness / Legal Consultation | \$319.00 + Exp. |

REIMBURSABLE EXPENSE RATES*

| | Units | Cost |
|--|-------|---------------|
| Travel | | |
| 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 |
| 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%



December 22, 2011

Ashlee Coronado
Deputy City Clerk
City of Bisbee
118 Arizona St.
Bisbee, AZ 85603
Phone (520) 432-6000

Fax (520) 432-6069

**Re: City of Bisbee San Jose WWTP Design Workshop
Professional Design Services Contract**

#A008

Dear Ms. Ashlee Coronado,

Please find the attached executed original contract. 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

MGK /alk

Enclosures: Original Executed Contract

*cc: File
Accounting*

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