

**AGREEMENT
BETWEEN TETRA TECH, INC.
AND THE TOWN OF PAYSON
FOR PROFESSIONAL SERVICES IN CONNECTION WITH
C. C. CRAGIN TREATED WATER LINE PRELIMINARY DESIGN**

THIS AGREEMENT entered into this ___ day of _____, 2010 by and between **TETRA TECH, INC., 431 S. BEELINE HIGHWAY, PAYSON, AZ 85541**, (hereinafter referred to as the "Engineers and Architects" or "E/A") and the Town of Payson, a municipal corporation, located at 303 North Beeline Highway, Payson, Arizona 85541 (hereinafter referred to as "Client").

RECITALS

- A. Client desires to engage E/A to provide professional services; and
- B. Client finds that the proposed Scope of Services and terms of this Agreement are acceptable; and
- C. E/A desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth.

NOW, THEREFORE, based upon the mutual promises, covenants and conditions herein contained, the Parties do hereby agree as follows:

Section 1. Terms and Conditions

- A. Employment of the E/A. Client hereby engages E/A and E/A hereby agrees to perform the professional services as set forth herein.
- B. Scope of Services. E/A shall perform, in a proper and professional manner, the services set forth in the Scope of Services, marked Attachment "A", attached hereto, and by this reference incorporated herein as though set forth in full at this point. The work is generally described as:

Provide Preliminary Engineering Design for the C. C. Cragin Treated Water Line
- C. Time for Completion. The professional engineering report for **THE C. C. CRAGIN RAW WATER LINE PRELIMINARY DESIGN** as defined in Attachment "A", Scope of Services, shall be completed within Three Hundred Sixty Five (365) calendar days from the date of execution of this contract. This time frame may be extended if mutually agreed to in writing by both parties.
- D. Extra Services. E/A shall provide extra services, not specifically called for in Attachment "A", Scope of Services, upon request or authorization of the Client at a fee to be determined at the time of the request. However, it is the intent that the Scope of Services, with modifications by the E/A in the Special Provisions, if any, is complete and sufficient to accomplish the purposes of this Agreement.
- E. Changes. If Client has requested modifications or changes in the extent of the Project, the time of performance of the services of E/A and the compensation therefore shall be adjusted appropriately and shall be incorporated in written amendments to this

Agreement. Notwithstanding the foregoing, E/A shall perform no modification, changes or additional work, except as and until authorized in writing by Client to do so.

F. Fees. Client shall pay E/A, for the services set forth in Attachment "A", Scope of Services, a Lump Sum of Two Hundred Eighty Three Thousand, Eight Hundred Twenty Dollars and NO/100, (\$283,820.00) for Tasks 1-6 and Time and Materials for Tasks 7-12 per the fee schedule included in Attachment "A".

G. Payment. E/A will submit to Client monthly invoices based on a percentage of work completed along with all reimbursable expenses incurred. Client will be responsible for paying the invoice in full within thirty (30) days of receipt. If Client fails to make any payment due E/A for services performed as set forth in Attachment "A", Scope of Services, within thirty (30) days after receipt of E/A's bill therefore the amounts due E/A shall include a charge at the rate of 1.50% per month from said day; and in addition E/A may suspend services under this Agreement until it has been paid in full all amounts due it for services and expenses. E/A shall be entitled to actual costs for remobilizing on any work suspended for thirty (30) days or more on account of non-payment or a substantial portion of the fee within the time prescribed in this Agreement.

H. Reimbursables. Unless otherwise stated in Attachment "A", Scope of Services, charges for out-of-pocket expenses not directly furnished by E/A will be paid by Client at a rate of 1.10 times the cost of such expense, up to a maximum of Five Hundred Dollars, excluding subconsultants, in addition to the amount set forth in paragraph 2 (F) herein above. E/A shall not be entitled for payment for printing or copying that occurs during the normal course of work required to accomplish the Scope of Services, except as authorized by the Client. Printing, binding, copying and deliveries of inspection reports, field notes and record drawings for the Client shall not be considered reimbursable.

I. Ownership and Re-Use of Documents. All documents, including original drawings, estimates, specifications, field notes, inspection reports, testing results, record drawings and data are and shall be the property of the Client, and shall be provided to the Client upon request during the term of this Agreement, and without demand at the conclusion of this Agreement. Client will not reuse the documents for any other project unless E/A has given written authorization to do so.

J. Delays Beyond the Control of the E/A. It is agreed that events which are beyond the control of the E/A may occur which may delay the performance of the Scope of Services of this Agreement. In the event that the performance of the Scope of Services by the E/A is delayed beyond its control, the E/A shall notify, in writing, the Client of such delay and the reason therefore, and Client shall extend the time of performance appropriately.

K. Liability of E/A. E/A shall be liable only for damage caused by negligence of it, its employees, sub-consultants or subcontractors. E/A shall notify Client of the engagement of any and all subcontractors or consultants, and client shall have sufficient and adequate opportunity to review the qualifications of such subcontractors or consultants, and shall have the right to approve or disapprove their engagement. Client requires subcontractors or consultants of the E/A shall provide appropriate certificates of insurance to the client prior to their performing of any work relating to this Agreement.

L. Problems. Any problems relating to the services provided herein are to be brought to the attention of E/A as soon as encountered and, if possible, before E/A incurs

any obligations. E/A reserves the sole right to correct any errors it is responsible for, including, but not limited to, the selection of a subcontractor or sub-consultant and the negotiation of fees.

M. Indemnification. To the fullest extent permitted by law, the E/A shall defend, indemnify and hold harmless the Town of Payson, its agents, officers, officials and employees from and against all tortuous claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes or omissions of the E/A, its agents, employees, or any tier of E/A's sub-consultants in the performance of this Contract. E/A's duty to defend, hold harmless and indemnify the Town of Payson, its agents, officers, officials and employees shall arise in connection with any tortuous claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any E/A's negligent acts errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the E/A, any tier of E/A's subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the E/A may be legally liable.

The amount and type of insurance coverage requirements set forth in Paragraph N herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

N. Insurance. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the Town of Payson, constitute a material breach of this Contract.

The E/A's insurance shall be primary insurance as respects to the Town of Payson, and any insurance or self-insurance maintained by the Town of Payson shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Town of Payson.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Town of Payson, its agents, officers, officials and employees for any claims arising out of the E/A's negligent acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Town of Payson under such policies. The E/A shall be solely responsible for the deductible and/or self insured retention and the Town of Payson, at its option, may require the E/A to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the Town of Payson, its agents, officers, officials and employees as Additional Insureds.

Required Coverage

General Liability. \$1,000,000 / occurrence; \$2,000,000 aggregate.
Workers' Compensation. \$100,000 / accident; \$100,000 disease; \$500,000
disease limit
Professional Liability \$1,000,000 per claim.

Prior to commencing work or services under this Contract, E/A shall furnish the Town of Payson with Certificates of Insurance, or formal endorsements as required by the Contract, issued by E/A's insurer(s), as evidence that policies providing the required coverage's, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the Town of Payson fifteen (15) days prior to the expiration date.

O. Termination of Contract. This Agreement may be terminated by either Party at any time upon thirty (30) days prior written notice to the other Party. Upon such termination, Client shall pay E/A all monies owed under this Agreement for all work performed up to the effective date of termination. Unless sooner terminated, this Agreement shall terminate fourteen (14) calendar days after completion of construction. In the event of such cancellation, all work performed by E/A up to that time, including but not limited to field information, studies and rough or final drafts of working papers, shall be delivered to the Client by E/A.

P. Publicity. No information relative to the Project shall be released by E/A for publication, advertising, or for any other purpose without the prior written approval of the Client.

Q. Supplementary Conditions. Supplementary Conditions, if any, shall apply to this Agreement, as set forth in Attachment "B" - Supplementary Conditions, which is attached hereto and incorporated herein by this reference as though set forth in full at this point.

R. Entire Agreement. This Agreement, with attachments, represents the entire understanding between Client and E/A in respect to the Project, all prior understanding and agreements are merged herein and this Agreement may only be modified by an instrument in writing executed with the same formalities as this instrument.

S. Successors and Assigns. Client and E/A each binds himself and his partners, successors, executors, administrators and assigns to the other party to this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither Client nor E/A shall assign, sublet or transfer its interest in this Agreement without the written consent of the other; however, E/A may employ others to assist him in carrying out its duties under this Agreement. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than Client and E/A.

T. Non-Appropriation/Non-Receipt. Nothing herein shall be construed as obligating the Town to expend, or as involving the Town in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and

administratively allocated for this work. Nor shall anything herein be construed as obligating the Town to expend, or as involving the Town in any contract or other obligation for the future payment of money if the Town does not have sufficient revenues for this expenditure.

U. Business License. The E/A shall provide the Town with a copy of its Town of Payson business license. If the E/A is exempt from the Town's business licensing requirements, it shall still provide the Town with the items required under Section 110.03(C)-(D) of the Town Code.

V. Scrutinized Business Operations. Pursuant to A.R.S. §35-391.06, the Parties hereby warrant and represent that they do not have, nor any of their subcontractors have, and during the term of the Contract will not have a scrutinized business operation in either Sudan or Iran.

W. Authorized Presence Requirements/Government Procurement (A.R.S. §41-4401).

W.1 Consultant and any Sub-consultant employed by Consultant warrants their compliance with all Federal immigration laws and regulations that relate to their employees and Arizona Revised Statutes Section 23-214(A).

W.2 A breach of the warranty under Section W.1 above shall be deemed a material breach of this Contract and shall be subject to penalties up to and including termination of the Contract.

W.3 The Town retains the legal right to inspect the papers of the Consultant or Sub-consultant who works on this Contract to ensure that the Consultant or Sub-consultant is complying with Section W.1.

X. Dispute Resolution. This Agreement shall be governed and construed in accordance with the internal laws of the State of Arizona. In particular, this Agreement is subject to the provisions of A.R.S. § 38-511, the terms of which are incorporated herein, and which provides for cancellation of contracts by the municipality for certain conflicts of interest. With the written consent of both Parties, any dispute, controversy, claim, or cause of action arising out of or related to this Agreement may, but in no event need, be settled by submission to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-1501, et seq. Judgment upon any award rendered by the arbitrator(s), if filed in Arizona Superior Court, shall be filed in the Superior Court of Gila County, Arizona; or any such dispute, controversy, claim, or cause of action may be litigated in the Superior Court of Gila County, Arizona. The venue for any such dispute shall be Gila County, Arizona, and both Parties consent in advance to such venue and jurisdiction and waive any right to object that Gila County is an inconvenient or improper forum based upon lack of venue. Neither Party shall be entitled to recover from the other party any of its attorneys' fees, costs, or expert witness fees incurred in any such dispute, controversy, claim, or cause of action, but each party shall bear its own attorneys' fees without contribution from the other party, whether the same is resolved through arbitration, litigation in a court, or otherwise.

WITNESS WHEREOF, E/A and Client have executed this Agreement on the day and year first above written.

Town of Payson
303 N. Beeline Highway
Payson, AZ 85541
Telephone: (928) 474-5242
FAX: (928) 474-7052

By: _____
Mayor

Attest: _____
Town Clerk

Tetra Tech, Inc.
431 S. Beeline Highway
Payson, AZ 85541
Telephone: 928-474-4636
FAX: 928-474-4867

By:

Title: _____

APPROVAL AS TO FORM

The Town of Payson Legal Department has reviewed this contract and approved it as to form. When reviewing this contract for form, the Legal Department considers whether the following situations have been addressed:

- I. Identification of parties;
- II. Offer and acceptance;
- III. Existence of contract consideration (we do not review to determine if consideration is adequate);
- IV. That certain provisions specifically required by statute are included (i.e., provisions concerning non-availability of funds and conflict of interest, A.R.S. § 38-511).

We have not reviewed the contract for other issues. Therefore, approval as to form should not be considered as approval of the appropriateness of the terms or conditions of the contract or the underlying transaction. In addition, approval as to the form should not be considered approval of the underlying policy considerations addressed by the contract.

Dated this _____ day of _____, 2010.

By _____
Samuel I. Streichman, Town Attorney

ATTACHMENT 'A' SCOPE OF SERVICES



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OVERALL PROJECT DESCRIPTION

The Town of Payson has secured a 3,000 ac-ft annual allocation of water from the C.C. Cragin Reservoir. The Town of Payson plans to divert its allocation of water from the existing Hydroelectric Power Plant, operated by Salt River Project (SRP), on the downstream side of the power generation turbine. The water will be diverted into a new raw water pipeline (Phase I) and delivered to a new water treatment plant (Phase II). Once the water is treated to drinking water standards, it will be delivered via a treated water pipeline (Phase III) into the Town of Payson's existing drinking water system. The scope of work for this contract includes the preliminary design and studies for the treated water pipeline (Phase III) and support services as needed for other phases of the project.

SCOPE OF WORK FOR THIS CONTRACT:

Treated Water Pipeline Preliminary Design: This new pipeline will deliver treated water from the proposed, new water treatment plant located near the Mesa Del Caballo subdivision to the Town of Payson. The project is divided into two separate components: 1. The pipeline from the proposed Water Treatment Plant to the intersection of State Route 87 and Houston Mesa Road (Houston Mesa Corridor); and 2. The proposed distribution network within the current Town of Payson Boundaries to distribute the C.C. Cragin Water within the existing drinking water distribution system (Existing System Backbone Distribution System). The Houston Mesa Corridor pipeline is anticipated to be 18-inch diameter, approximately 2.5 miles long, and generally follow the existing Houston Mesa Road Alignment. The Existing System Backbone Distribution System is conceptualized to be a combination of 18-inch, 16-inch, and 12-inch diameter pipe following the S.R. 87, S.R. 260, Airport Road, and Longhorn Road alignments. The Scope of Work for both components has been divided into the following requirements:

1. Initial Project Scoping & Kick-off Meetings:

Meeting with the Town of Payson Staff and their consultants to prepare the scope of work for the treated water pipeline, overview the existing project conditions, review the preferred water pipeline alignment, alternatives, water sharing, operational agreements and constraints, schedules, and status of environmental assessment efforts by SWCA and other stakeholders. The meeting goal will be to set the priorities and preferences for evaluation of project alternatives, future connections and service points, and design criteria.

Total Task 1 Lump Sum Fixed Fee: \$ 2,520.00



2. Survey & Base Mapping:

This portion of the scope will provide the necessary survey, base mapping, utility information, and property ownership for the treated water pipeline corridor. This task of the project is divided into two separate components: 1. The Houston Mesa Corridor; and 2. The Existing System Backbone Distribution System. A brief description of the scope of work for both components is as follows:

Houston Mesa Corridor

- Survey Control: Utilize the survey control provided by Sunrise Engineering, Inc. for the aerial flight and topography effort extended in Phase I.
- Utility Mapping: Research existing utility company mapping for the Phase III corridor. Field collect existing visible utility surface features (pedestals, power poles, valves, etc.). Show existing utility (overhead and underground) information based on utility company mapping and ground survey shots (Bluestake Information). Collect additional ground shot information at culvert (upstream and downstream inverts, and culvert size). Utility potholing will be provided by the Town of Payson, if required.
- Boundary and right-of-way mapping (Phase III only): Research existing recorded property boundary and right-of-way information at the Gila County Recorder's Office. Locate existing visible survey monuments and property corner information along the pipeline corridor. Show the existing boundary and right-of-way information on the base mapping.

Lump Sum Fixed Fee\$ 31,282.00

Existing System Backbone Distribution System

This corridor includes the following areas:

- East side of S.R. 87 from Houston Mesa Road to S.R. 260 (mapping will be limited to five feet from face of curb to the east right-of-way line)
- The entire intersection of S.R. 87 and S.R. 260
- South Side of S.R. 260 from S.R. 87 to N. Tyler Parkway (mapping will be limited to five feet from face of curb to the south right-of-way line)
- North side of Longhorn Road from S.R. 87 to McLane Road
- Entire Airport Road from S.R. 87 to Falconcrest Drive
- Falconcrest Drive to the Airport Water Storage Tank
- Entire McLane Road to the Runway Water Storage Tank Access Road
- Runway Water Storage Tank Access Road to the Runway Water Storage Tank



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The associated scope of work for the above described corridors is as follows:

- Survey Control: Utilize existing Town of Payson survey control for the topography effort.
- Utility Mapping: Research existing utility company mapping. Coordinate Bluestake identification of underground utilities. Field collect existing visible utility surface features (pedestals, power poles, valves, etc.) and Bluestake markings. Show existing utility (overhead and underground) information based on utility company mapping and ground survey shots. Collect additional ground shot information at culvert (upstream and downstream inverts, and culvert size). Utility potholing will be provided by the Town of Payson, if required.

Lump Sum Fixed Fee: \$ 40,022

Total Task 2 Lump Sum Fixed Fee: \$71,304

3. Treated Water Pipeline Preliminary Design Report:

The purpose of this report is to perform the necessary design and analysis for the treated water pipeline that will be incorporated into the preliminary plans for the project. The scope of work for this report is divided into two components described above as follows:

Houston Mesa Corridor

- 3.1 Hydraulic Analysis: Perform a hydraulic analysis of the proposed treated water pipeline to determine line size and hydraulic characteristics to convey the water right (3,000 ac-ft) owned by the Town of Payson.
 - 3.1.1 Develop a hydraulic model of the pipeline alignment and alternatives in WATERCAD modeling program.
 - 3.1.2 Analyze two (2) pipeline flow scenarios (5,000 ac-ft/yr and 3,500 ac-ft/yr) based on SRP-Town of Payson agreement.
 - 3.1.3 Analyze one (1) pipeline alignment alternative within the model.
 - 3.1.4 Analyze future service connection points and other potential users.
 - 3.1.4.1 Determine available pressure and flow to service future connection points along the alignment.
 - 3.1.5 Verify pipeline sizing based on flow demand and model results.
 - 3.1.6 Identify operating parameters of the water booster station located at the head works of the treated water pipeline.
- 3.2 Transient Surge Pressure Analysis: Prepare a transient analysis to determine the appropriate protections for high up-surge and low down-surge pressures for the alignment based on a 3,500 ac-ft/yr flow rate.



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- 3.2.1 Develop one (1) transient analysis model in the LIQT modeling program to analyze one (1) flow rate for the final pipeline alignment for the following four (4) scenarios (4 model runs):
- 3.2.2 Scenario #1 – Booster Station normal starting
- 3.2.3 Scenario #2 – Booster Station normal stopping
- 3.2.4 Scenario #3 – Rapid Booster Station stopping
- 3.2.5 Scenario #4 – Line break
- 3.2.6 Determine the pressure criteria of surge protection devices based on the results of the four scenarios.
- 3.2.7 Determine the maximum surge pressure design criteria based on the results of the four scenarios.
- 3.2.8 Determine isolation valving, bypass, drain locations.
- 3.2.9 Determine type, size, and location of air/vacuum relief valves for filling and draining the pipeline.
- 3.2.10 Determine thrust restraint requirements.
- 3.3 Pipe Material Selection Analysis: Based on the results of hydraulic modeling and transient analysis, perform a pipe material selection analysis. Show locations where different pipe classes or material types can be used.

Lump Sum Fixed Fee: \$44,610.00

Existing System Backbone Distribution System

- 3.4 Hydraulic Analysis: The hydraulic analysis for the proposed Existing System Backbone Distribution System will be performed as a part of the Town of Payson Water Master Plan Update being performed by Tetra Tech, Inc.
 - 3.4.1 Analyze two (2) pipeline flow scenarios (5,000 ac-ft/yr and 3,500 ac-ft/yr) based on SRP-Town of Payson agreement.
 - 3.4.2 Analyze future service connection points and other potential users (i.e. Town of Star Valley and Tonto Apache Tribe).
 - 3.4.2.1 Determine available pressure and flow to service future connection points along the alignment.
 - 3.4.3 Identify operating parameters of required water booster stations (i.e. Airport Tank and Runway Tank Booster Station).

Lump Sum Fixed Fee: \$24,800.00

Total Task 3 Lump Sum Fixed Fee: \$69,410.00



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4. **Telemetry/SCADA Design:** This contract assumes that the telemetry and SCADA design for the project is being performed by a separate consultant (Automation Electric) for the Town of Payson. Any consulting services requested by the Town of Payson for telemetry and SCADA will be provided on a time and material basis in accordance with the rates and fees shown in Exhibit B.

Total Task 4 Fee: Time and Materials as Requested

5. Geotechnical Analysis:

This portion of the project scope includes a preliminary geotechnical analysis for Phase III only to estimate subsurface conditions within the project limits. The scope of for this analysis is as follows:

- 5.1 Obtain Gila County and Forest Service permission to conduct our field work.
- 5.2 Conduct a visual geological reconnaissance of the project alignment.
- 5.3 Review available geologic literature and aerial photographs of the project alignment.
- 5.4 Mark out the exploration locations in the field and notify Arizona Blue Stake of our activities prior to the work.
- 5.5 Arrange for appropriate traffic control measures to be utilized during our field work.
- 5.6 Excavate up to four (4) test pits using a trackhoe-sized excavator. These test pits will be located about every mile and will extend up to about 10 feet deep or until equipment refusal is met: whichever is shallower. A Ninyo & Moore employee will collect ring samples and bulk samples for laboratory testing, and will be responsible for preparation of field logs.
- 5.7 Conduct up to four (4) seismic refraction lines. These lines will be located about every mile (between test pits excavations) and will be spaced such that we can evaluate to a depth of about 10-feet deep.
- 5.8 Perform laboratory testing to evaluate the index, strength and chemical characteristics of the subsurface soils encountered.
- 5.9 Prepare an initial geotechnical report. The report will contain the results of the field and laboratory analyses, with presentations of the engineering parameters for planning preliminary recommendations for construction. In addition, the reports will contain a vicinity map depicting the project limits, plans showing the exploration locations, narrative descriptions of the surface and subsurface conditions, and laboratory test results. Preliminary geotechnical recommendations related to excavation characteristics, side slope stability, shoring, subgrade support for pipeline, bedding, backfilling, foundation design



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for culvert crossings, and the re-use of on-site soils for engineered fill will also be included in this report.

Total Task 5 Lump Sum Fee\$14,470.00

6. **Preliminary Plans:** Prepare preliminary plans of the two project components described above: 1. The Houston Mesa Corridor; and 2. The Existing System Backbone Distribution System. The scope of work anticipated for this portion of the project is as follows:

Houston Mesa Corridor

- 6.1 Perform pipeline alignment analysis to determine the best location within the existing road alignment to stay within established rights-of-way, avoid existing utilities, and identify culvert crossings.
- 6.2 Perform preliminary treated waterline plans. Plans will be prepared in accordance with Bureau of Reclamation "Feasibility Design Guidelines".
 - 6.2.1 Cover, sheet index, general notes
 - 6.2.2 Design criteria sheet
 - 6.2.3 Plan and profile sheets (40-scale)
 - 6.2.4 Pipeline details (valves, drains, air/vac valves, PRV's, etc.)
- 6.3 Prepare cost estimates for pipeline portion of the project and incorporate cost estimates for booster station.
- 6.4 Perform a constructability review of the preliminary plans for the entire project by a senior level engineer and a contractor with the expertise in this type of project. Incorporate issues identified.

Lump Sum Fixed Fee: \$44,134.00

Existing System Backbone Distribution System

- 6.5 Perform pipeline alignment analysis to determine the best location within the existing road alignment to stay within established rights-of-way, avoid existing utilities, and identify culvert crossings.
- 6.6 Perform preliminary treated waterline plans. Plans will be prepared in accordance with Bureau of Reclamation "Feasibility Design Guidelines".
 - 6.6.1 Cover, sheet index, general notes
 - 6.6.2 Design criteria sheet
 - 6.6.3 Plan and profile sheets (40-scale)
 - 6.6.4 Pipeline details (valves, drains, air/vac valves, PRV's, etc.)
- 6.7 Prepare cost estimates for pipeline portion of the project and incorporate cost estimates for booster station.



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- 6.8 Perform a constructability review of the preliminary plans for the entire project by a senior level engineer and a contractor with the expertise in this type of project. Incorporate issues identified.

Lump Sum Fixed Fee: \$ 81,982.00

Total Task 6 Lump Sum Fixed Fee: \$126,116.00

7. **Water Treatment Plan Consulting Services:** Provide as-needed consulting services for the new water treatment plant (Phase II) of the overall project. These services are intended to provide the Town of Payson with an overview of the size, configuration, and operation of the proposed Treatment Plant. Any consulting services provided to the Town of Payson for water treatment plant consulting services will be provided on a time and material basis in accordance with the rates and fees shown in Exhibit B. In general, the scope of work may include the following items at the discretion of the Town of Payson:

- 7.1 Develop alternatives for discharge and use of water that is not required by the treatment plant.
- 7.2 Determine size, location, and configuration of treated water storage facility.
- 7.3 Review water quality data provided by the Town from the existing water system and verify if buffering of the water treatment plant water is required.
- 7.4 Provide schematic of how communities could be served that are near the treatment plant.

Total Task 7 Fee: Time and Materials as Requested

8. **Design/Build Transition:** Provide as-needed consulting services for the design/build transition of the project. Any consulting services provided to the Town of Payson for Design/Build transition services will be provided on a time and material basis in accordance with the rates and fees shown in Exhibit B. In general the scope of work may include the following items at the discretion of the Town of Payson.

- 8.1 Design/Build Kick-off Meeting: Facilitate a design/build phase kick-off meeting with the Town of Payson to:
 - 8.1.1 Identify goals and priorities for the Town of Payson
 - 8.1.2 Identify risk and pricing options
 - 8.1.3 Identify key Design/Build issues
- 8.2 Risk Assessment: Perform a Risk Assessment to determine where the risks are within the project and develop strategies and contingencies to plan for and/or transfer risk to the Design/Build Team.



- 8.3 Contract Pricing Strategies: Evaluate and make recommendations to the Town of Payson regarding the contract format and pricing strategies based upon the engineering and risk assessment of the project. Recommendations will include:
 - 8.3.1 One-step RFQ Design/Build procurement options
 - 8.3.2 Design/Build Qualifications
 - 8.3.3 Pricing formats and best-value approaches (lump sum or quantities based)
- 8.4 Design/Build Innovation: Develop appropriate limits for innovation in the design/build process for the project. The Town of Payson will be able to specify the appropriate goals of the innovation in the solicitation of the design/build team by providing guidance towards the correct area of focus (material selection, size, alignment, life cycle costs, logistics, constructability and value engineering) to the proposers.
- 8.5 Design/Build RFP: Prepare a One-step Design/Build RFP that complies with Title 34-603 of the Arizona Revised Statutes.
- 8.6 Ranking and Selection: Assist the Town in the ranking and selection of the design/build team submittals. Services include:
 - 8.6.1 Assist the Town in Design/Build team submittal evaluation
 - 8.6.2 Selection committee orientation and preparation.
 - 8.6.3 Selection committee training and preparation
 - 8.6.4 Facilitate contractor interviews with selection committee
 - 8.6.5 Facilitate contractor negotiations – post contractor selection

Total Task 8 Fee: Time and Materials as Requested

- 9. **Stakeholder Coordination and Public Meetings:** Work with the Town of Payson, utility companies, area landowners, and agencies having jurisdiction and address stipulations, requirements, and concerns that will impact the design, construction, and operation of the Treated Water Pipeline. Agency and area stakeholders include:

- Town of Payson
- Gila County
- Tonto National Forest
- Bureau of Reclamation
- Area Utility Companies

Local Communities:

- Mesa Del Caballo
- Town of Star Valley



TETRA TECH

- Tonto Apache Tribe

Scope of work shall include a monthly stakeholder meeting for the duration of the preliminary design. Stakeholder meetings will be used to provide project updates, receive comments from stakeholders and share information regarding the project. This scope also includes one public meeting to provide information and solicit input with local communities. Any consulting services for Stakeholder Coordination and Public Meetings will be provided on a time and material basis in accordance with the rates and fees shown in Exhibit B.

Total Task 9 Fee: Time and Materials as Requested

10. **Environmental Assessment Coordination:** Work with the Town of Payson and their environmental consultant, SWCA, to review the environmental assessment completed to date and address associated stipulations that will impact the design, construction, and operation of the Treated Water Pipeline. Some of these issues may include location of material storage and staging areas, pipeline alignment considerations, and drainage crossing configurations. Our project team will coordinate the efforts of the Treated Water Pipeline design between the Town of Payson, SWCA, and the USFS. Scope of work will include meeting attendance, meeting minutes, creating exhibits, and sharing information regarding the project. Any consulting services for Environmental Assessment Coordination will be provided on a time and material basis in accordance with the rates and fees shown in Exhibit B.

Total Task 10 Fee: Time and Materials as Requested

11. **Funding Coordination:** Our team will prepare the Town of Payson with the reporting information required (i.e. ARRA) to these funding sources so that the funding agencies are satisfied with the progress of the project. Also, we will work with the Town of Payson to monitor and meet deadlines for submittals, funding use and purchases so the Town of Payson does not jeopardize already acquired funding sources. Any consulting services for Funding Coordination will be provided on a time and materials basis in accordance with the rates and fees shown in Exhibit B.

Total Task 11 Fee: Time and Materials as Requested

12. **Meetings and Project Management:** The scope of work included in this task is for the project meetings and management, which is as follows:
- 12.1 Attend un-scheduled meetings, as requested by the Town of Payson



TETRA TECH

- 12.2 Prepare and maintain a project schedule
- 12.3 Prepare written monthly project progress update reports for the scope of work outline within this contract
- 12.4 Coordinate activities of the project team

Any consulting services for additional meetings and project management will be provided on a time and materials basis in accordance with the rates and fees shown in Exhibit B.

Total Task 12 Fee: Time and Materials as Requested

Scope of Work Conditions and Exclusions:

- A. The scope of work for this contract is limited to the items listed above. If additional items are added to the contract, they will be performed in accordance with the rates and fees shown in Exhibit B.
- B. Reproduction and mileage costs shall be billed as a reimbursable expense in addition to the contract cost in accordance with the rates and fees shown in Exhibit B.
- C. The fee schedules shown in Exhibit B can be revised to the current annual fee schedule on the anniversary of the contract execution for providing Time and Material services.



EXHIBIT "B"
2009

HOURLY CHARGE RATE AND
EXPENSE REIMBURSEMENT SCHEDULE

Engineering

Table listing Engineering roles and rates: Engineering Intern (\$55.00), CADD Technician I (\$65.00), CADD Technician II (\$75.00), Designer I (\$85.00), Designer II (\$92.00), Designer III (\$100.00), Senior Designer (\$108.00), Design Engineer (P.E.) (\$110.00), Project Engineer (P.E.) (\$125.00), Senior Project Engineer (P.E.) (\$140.00), Project Manager (\$155.00), Engineering Director (P.E.) (\$175.00)

Administration

Table listing Administration roles and rates: Administrative Clerk (\$50.00), Word Processor/Admin Support (\$62.00), Project Administrator (\$85.00)

Construction Administration

Table listing Construction Administration roles and rates: Construction Observer (\$72.00), Senior Construction Observer (\$88.00), Resident Engineer (P.E.) (\$127.00), Construction Manager (\$170.00)

Survey/GIS

Table listing Survey/GIS roles and rates: GIS Technician (\$80.00), Surveyor (RLS) (\$86.00), Survey Supervisor/Party Chief (RLS) (\$107.00), GIS Manager (\$131.00), Project/Survey Manager (\$131.00), 2-person Survey Crew (\$142.00), 2-person Survey Crew w/GPS (\$158.00), 3-person Survey Crew (\$158.00)

Reimbursable In-House Costs

Table listing Reimbursable In-House Costs: Photo Copies (B&W to 8.5"x11") (\$0.10/Each), Photo Copies (B&W to 11"x17") (\$0.35/Each), Color Copies (up to 8.5x11) (\$1.50/Each), Color Copies (11 x 17) (\$2.50/Each), Vellum Plots (\$1.50/S.F.), Large Format Copies & Blueprints (\$0.35/S.F.), Mileage (personal vehicles) (\$.585/Mile*)

Any other direct cost, such as reproduction, special photography, postage, delivery services, overnight mail, out-of-area telephone calls, printing, mileage for company-owned vehicles, and any services performed by subcontractor(s) will be billed at cost plus fifteen (15) percent.

*Or current GSA mileage rate in effect, if changed during effective period of this Schedule.

NOTE: Rates are effective beginning January 1, 2009, and are subject to change once annually.

EXHIBIT 'B'
SUPPLEMENTARY CONDITIONS

NONE