

RESOLUTION NO. 17-20

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, AUTHORIZING THE CITY OF APACHE JUNCTION TO ENTER INTO AN AGREEMENT WITH THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA ("WIFA") FOR PLANNING AND DESIGN TECHNICAL ASSISTANCE FUNDS.

WHEREAS, pursuant to A.R.S. § 11-952(A), public entities may enter into intergovernmental agreements with other municipalities and governmental entities (the "Parties") for joint or cooperative activities; and

WHEREAS, the purpose of this joint effort is to allow the City to acquire WIFA planning and design technical assistance funds for the design of grading and drainage improvements at the City Public Works Department site (the "Project"); and

WHEREAS, the estimated total scoping and design cost of the Project is \$49,874.00, which represents 100% funding; and

WHEREAS, WIFA funds will contribute \$29,924.40 for scoping and design; and

WHEREAS, the required City leftover matching funds for scoping and design of the Project is \$19,949.60; and

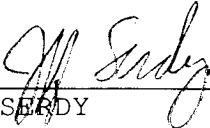
WHEREAS, the Parties have crafted the attached written agreement in the form of an intergovernmental agreement which formalizes the arrangement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION ARIZONA, AS FOLLOWS:

- 1) The mayor and city council approve the form of the agreement between the City of Apache Junction and the Water Infrastructure Finance Authority of Arizona (Agreement Number 810057-17) and the mayor is hereby authorized to sign the agreement on behalf of the City.
- 2) Under the terms of Agreement Number 810057-17, the City will pay for a portion of the scoping and design costs associated with the Project.
- 3) The city manager and/or his designee is authorized and directed to take all steps necessary to carry out the purpose and intent of this resolution and to fulfill all the duties required under the agreement.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, THIS 15th DAY OF AUGUST, 2017.

SIGNED AND ATTESTED TO THIS 15th DAY OF AUGUST 2017.



JEFF SERDY
Mayor

ATTEST:



KATHLEEN CONNELLY
City Clerk

APPROVED AS TO FORM:

 8-10-17

RICHARD J. STERN
City Attorney

WATER INFRASTRUCTURE FINANCE AUTHORITY
PLANNING AND DESIGN TECHNICAL ASSISTANCE AGREEMENT

BETWEEN the City of Apache Junction

AND

**The Water Infrastructure Finance
Authority of Arizona (WIFA)**

THIS AGREEMENT is made and entered into on this ____ day of _____, 20__, by and between the City of Apache Junction herein after referred to as ("Applicant/Recipient"), and the Water Infrastructure Finance Authority of Arizona ("WIFA").

0.0 Introduction

- 0.1 WIFA is a body corporate and politic, created by A.R.S. § 49-1201 et seq. WIFA has the authority to provide funding to political subdivisions, any county of less than five hundred thousand persons, Indian tribes and community water systems in connection with the development or financing of waste water, drinking water, water reclamation or related water infrastructure per A.R.S. § 49-1203(B)(16).
- 0.2 The issuance of the technical assistance shall conform to the Arizona grant statutes A.R.S. § 41-2701 et seq.
- 0.3 This document, including agreement terms, Scope of Work (Exhibit A), Budget (Exhibit B), appendices, amendments, the request for technical assistance application ("RFA"), the application, the WIFA Technical Assistance Applicants' Guide, and any modifications approved in accordance herewith, shall constitute the entire contract between the parties and supersede all other understandings, oral or written.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this agreement.

Signature
Trish Incognito
Printed Name
Executive Director, Water Infrastructure Finance Authority
Title
Date

Signature
Printed Name
Title
Date

Technical Assistance Agreement Terms and Conditions

1.0 **Definition of Terms**

- 1.1 “***Applicant***” means a person, firm, or other organization that submits or is considering submitting an application.
- 1.2 “***Application***” means a response submitted pursuant to a Request for Technical Assistance Applications (RFA).
- 1.3 “***Authority***” means the Water Infrastructure Finance Authority (WIFA).
- 1.4 “***Days***” means calendar days unless otherwise specified.
- 1.5 “***Director***” means the Executive Director of WIFA.
- 1.6 “***Gratuity***” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.7 “***Manual***” means the WIFA Technical Assistance Applicants’ Guide.
- 1.8 “***Recipient***” means an applicant that is awarded a Technical Assistance Agreement.
- 1.9 “***Records***” means all books, accounts, reports, files and other records relating to this Technical Assistance Agreement.
- 1.10 “***Request for Technical Assistance Applications***” (RFA) means the document the Authority utilizes to request applications.
- 1.11 “***Subcontract***” means any contractual Technical Assistance Agreement, express or implied, between the Recipient and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Technical Assistance Agreement.
- 1.12 “***Technical Assistance Agreement***” means a written document, signed by an authorized representative of both parties, including the RFA (including the manual referenced in the RFA) and the application (including any revisions requested by the Authority) and any Technical Assistance Agreement Amendments.
- 1.13 “***Technical Assistance Agreement Amendment***” means a written document, signed by an authorized representative of both parties for the purpose of making changes to the Technical Assistance Agreement.

2.0 **Technical Assistance Agreement Interpretation**

- 2.1 **Arizona Law.** This Technical Assistance Agreement shall be interpreted under Arizona law and, if applicable, under federal law. The Authority is authorized to enter into Technical Assistance Agreements by Arizona Revised Statutes (A.R.S.) Title 49. The Authority is soliciting applications using the process given in A.R.S. Title 41, Chapter 24.
- 2.2 **Implied Terms.** Each provision of law and any terms required by law to be in this Technical Assistance Agreement are a part of this Technical Assistance Agreement as if fully stated in it.
- 2.3 **Language and Marginal Headings.** Language as used in this Technical Assistance Agreement shall include the plural as well as the singular and the masculine, feminine and neuter genders. Marginal headings are included for ease of reading only and shall have no effect on the construction or interpretation of this Technical Assistance Agreement.
- 2.4 **Relationship of Parties.** Neither party to this Technical Assistance Agreement shall be deemed to be the employee or agent of the other party.
- 2.5 **Lobbying.** Recipient shall comply with federal lobbying requirements pursuant to 40 CFR 34.100 and Office of Management and Budget (OMB) Circulars A-87 and A-122. Federal grant funds may not be used to influence (or attempt to influence) a federal employee. If non-federal funds have been used to influence (or attempt to influence) a federal employee, the Recipient must submit Standard Form LLL (“Disclosure of Lobbying Activities”).
- 2.6 **Severability.** The provisions of this Technical Assistance Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Technical Assistance Agreement.
- 2.7 **No Parol Evidence.** This Technical Assistance Agreement 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 supplement or explain any terms used in this document.
- 2.8 **No Waiver.** Either party’s failure to insist on strict performance of any term or condition of the Technical Assistance Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 **Technical Assistance Agreement Administration and Operation**

- 3.1 **Drug-free Workplace.** Recipients are required to certify that they maintain a drug-free workplace. By signing the Technical Assistance Agreement, the Recipient certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any technical assistance -related activity.
- 3.2 **Project Period.** The Authority agrees to reimburse Recipients for work activities performed during the project period ending **April 30, 2018**. The Authority is not required to reimburse Recipient for any work activities initiated prior to execution of this Technical Assistance Agreement or after the project period has elapsed. The Recipient understands that the Authority may terminate this Technical Assistance Agreement (see paragraph 8.5 of this Technical Assistance Agreement), if the project is not initiated within 3 months after entering into this Technical Assistance Agreement. The Authority may extend the project period, if requested by the Recipient by executing a Technical Assistance Agreement Amendment (see 5.1, Technical Assistance Agreement Amendments).

- 3.3 **Points of Contact.** WIFA designates the individual listed below as the Project Manager for budgeting, deliverable, and scheduling issues. Technical correspondence, invoices and reports from the Recipient shall be sent to the person below or a replacement identified by WIFA.

WIFA Project Manager

Andrew Smith
Water Infrastructure Finance Authority
100 N 15th Ave, Suite 103
Phoenix, AZ 85007
Phone: 602-364-1326

Recipient Project Manager

Emile Schmid
City of Apache Junction
575 E. Baseline Ave.
Apache Junction, AZ 85119
Phone: 480-474-8515

- 3.4 **Recipient's Representatives.** The Recipient shall designate a "Project Manager" as its Representative. Any proposed changes that are requested for either project contacts or project team members for the awarded technical assistance shall be requested in writing to WIFA. Changes shall not be made without WIFA approval.
- 3.5 **Reports.** No later than 30 calendar days after the completion of the project, the final deliverable identified in the Scope of Work (Exhibit A) must be submitted to the Authority for approval. The Authority will not disburse final payment until the final report and all requirements of the Technical Assistance Agreement have been fulfilled. All remaining technical assistance funds or outstanding technical assistance funds must be reconciled.
- 3.6 **Records and Audit.** Under A.R.S. § 35-214 and § 35-215, the Recipient shall retain and shall contractually require each subcontractor to retain all Records for a period of five years after the completion of the Technical Assistance Agreement. Upon request, the Recipient shall produce a legible copy of any or all such Records. All Records shall be subject to inspection and audit by the Authority, and where applicable the Federal Government, at reasonable times.
- 3.7 **Printing Credit.** Items such as brochures, advertisements, videos, maps, and technical reports developed for the project must be approved by the WIFA Project Manager prior to printing or displaying information.
- 3.8 **Recycled Materials.** To the extent possible, printed materials shall be on recycled paper with the statement, "Printed on Recycled Paper," printed on the cover sheet.
- 3.9 **Nondiscrimination.** Recipient and all subcontractors shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, or national origin not mentioned in Order shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act, Code 40 of Federal Regulations (CFR) 7.30, and State Executive Order No. 99-4. Recipient and all subcontractors shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
- 3.10 **Inspection.** The Recipient agrees to permit access to its facilities and subcontractor facilities at reasonable times for inspection of the materials covered under this Technical Assistance Agreement.

- 3.11 ***Advertising and Promotion of Technical Assistance Agreement.*** The Recipient shall not advertise or publish information for commercial benefit concerning this Technical Assistance Agreement without the prior written approval of the Authority.
- 3.12 ***Ownership of Information.*** Title to all documents, reports and other materials prepared by the Recipient in performance of this Technical Assistance Agreement shall rest in the Authority, except for copyrighted material prepared in advance of this Technical Assistance Agreement by the Recipient at the expense of the Recipient. WIFA and the U.S. Environmental Protection Agency shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Technical Assistance Agreement, except for copyrighted material as provided in 6.1.3 of this Technical Assistance Agreement. The Recipient shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Technical Assistance Agreement.
- 3.13 ***Small, Women/Minority Owned Business Utilization.*** Recipients are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of deliverables made under this and subsequent agreements. Recipients who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority owned business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of agreement utilization and how this effort will be administered and managed, including reporting requirements.
- 3.14 ***Offshore Performance of Work Prohibited.*** Due to security and identity protection concerns, all services under this Contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.
- 3.15 ***Immigration Laws and E-Verify Requirement.*** Compliance requirements for A.R.S. § 41-4401
- a. The Recipient and any subcontractor warrants compliance with the Federal Immigration and Nationality Act and all other Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program."). The Recipient and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U. S. Authority of Labor's immigration and Control Act, for all employees performing work under the agreement
 - b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Recipient may be subject to penalties up to and including termination of the Agreement.
 - c. The Authority retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the Recipient or subcontractor is complying with the warranty under paragraph 8(a).

4.0 **Technical Assistance Funding**

- 4.1 ***Use of Technical Assistance Funds.*** Awarded technical assistance funds shall be used solely for eligible purposes as approved by the Authority. Line item funding is considered estimates of costs, however, the total project cost is considered exact and shall not be exceeded by the Recipient unless otherwise amended.

4.2 ***Funding Disbursement.***

- 4.2.1 Transferred technical assistance funds shall be deposited by the Recipient in a separate project account carrying the name and number of the project and the funds shall be expended from the account only as authorized under the terms of this Technical Assistance Agreement.
- 4.2.2 All requests for reimbursement shall be accompanied by reasonable assurance (documentation, receipts, invoices, etc.) that the goods and services for which payment is requested were actually received and performed. The Authority has the right to disallow contributions determined inappropriate or unreasonable.
- 4.2.3 Payments will be made upon approval by the Authority.

4.3 ***Applicable Taxes.***

- 4.3.1 Recipient and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Recipient. The Recipient shall require all subcontractors to hold the Authority harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4.3.2 In order to receive payment under any resulting Technical Assistance Agreement, the Recipient shall have a current IRS-W9 Form on file with the Authority.
- 4.4 ***Non-Availability of Funds.*** Every payment obligation of the Authority under this Technical Assistance Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not appropriated, allocated, or available for the continuance of this Technical Assistance Agreement, this Technical Assistance Agreement may be terminated by the Authority at the end of the period for which funds are available. No liability shall accrue to the Authority in the event this provision is exercised, and the Authority shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

5.0 **Technical Assistance Agreement Changes**

- 5.1 ***Technical Assistance Agreement Amendments.*** The Technical Assistance Agreement shall be modified only through a Technical Assistance Agreement Amendment. Unauthorized changes to this Technical Assistance Agreement shall be void and without effect, and the Recipient shall not be entitled to any claim under this Technical Assistance Agreement based on those changes.
- 5.2 ***Subcontracts.*** The Recipient shall not enter into any Subcontract under this Technical Assistance Agreement without consideration for impact on the project. Recipient shall report any Subcontract awards or changes as part of that calendar quarter's narrative report (see 3.5, Reports). The Subcontract shall incorporate by reference the terms and conditions of this Technical Assistance Agreement. The Authority maintains the ability to deny any subcontract such that it does not conform to any term of this agreement.
- 5.3 ***Assignment and Delegation.*** The Recipient shall not assign any right nor delegate any duty under this Technical Assistance Agreement without the prior written consent of the Authority. The State shall not unreasonably withhold consent. Both parties agree that it is reasonable to withhold consent where the Authority determines that an assignment or delegation would not be advantageous to the State of Arizona or would be contrary to the purposes of the Authority.

6.0 **Indemnification**

6.1 **Indemnification:**

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

6.1.1 ***Professional Liability (Errors and Omissions Liability)***

Each Claim	\$ 500,000
Annual Aggregate	\$1,000,000

- a. When using a contractor for professional services, the contractor shall provide professional liability insurance. In the event that the professional liability insurance is written on a claims-made basis, the contractor shall warrant that any retroactive date under the policy shall precede the effective date of the contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of the contract.

6.1.2 ***No Obligation in Excess of Appropriations.*** Nothing in this Technical Assistance Agreement shall be construed as obligating the Authority in the expenditure of funds or as involving the Authority in any contract or other obligation of the future payment of money in excess of appropriations authorized by law and budgeted and approved by the Authority.

6.1.3 ***Patent and Copyright.*** The Recipient shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Technical Assistance Agreement performance or use by the State of materials furnished or work performed under this Technical Assistance Agreement. The State shall reasonably notify the Recipient of any claim for which it may be liable under this paragraph. The United States Federal Government does not have the authority to indemnify and hold harmless the State of Arizona.

6.1.4 ***Third Party Antitrust Violations.*** The Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Recipient, toward fulfillment of this Technical Assistance Agreement.

6.2 ***Indemnification of Contractors.*** Notwithstanding any provision of the Agreement to the contrary, the Authority is not authorized to indemnify a Contractor.

7.0 **Authority's Contractual Remedies**

7.1 ***Right to Assurance.*** If the Authority in good faith has reason to believe that the Recipient does not intend to, or is unable to perform or continue performing under this Technical Assistance Agreement, the Authority may demand in writing that the Recipient give a written assurance of intent to perform. Failure by the Recipient to provide written assurance within the number of days specified in the demand may, at the Authority's option, be the basis for terminating the Technical Assistance Agreement.

- 7.2 ***Suspension or Termination.*** The Director may suspend or terminate this Agreement for failure by Recipient or its agents, including its engineering firm(s), contractor(s) or subcontractor(s) to perform. The Agreement may be suspended or terminated for good cause including but not limited to the terms specified in Paragraphs 8.1 to 8.6 herein.
- 7.3 ***Continuation of Work Activities after Termination.*** Termination of this Technical Assistance Agreement does not prohibit the Recipient from independently continuing work on the project, but any such independent continuation is solely the responsibility of the Recipient.
- 7.4 ***Review.*** The Recipient shall be entitled to appeal any suspension or termination to the Director within 15 days after notice of the suspension or termination is received. The Director shall make a determination within 30 days after Recipient's appeal date. Should the Director uphold the suspension or termination, the Recipient shall be entitled to appeal to the Board of WIFA within 15 days after the Directors determination. The Board's determination shall be a final administrative decision that is subject to judicial review.

8.0 **Technical Assistance Agreement Termination**

- 8.1 ***Conflict of Interest.*** The Recipient shall comply with standards of conduct pursuant to 40 CFR 31.36 to avoid conflict of interest. Recipients of federal funds may not participate in the selection, award, or administration of a contract if real or apparent conflict of interest would result.
- 8.2 ***Cancellation for Conflict of Interest.*** Pursuant to A.R.S. § 38-511, the State may cancel this Technical Assistance Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Technical Assistance Agreement on behalf of the State is or becomes at any time while the Technical Assistance Agreement or an extension of the Technical Assistance Agreement is in effect an employee of or a consultant to any other party to this Technical Assistance Agreement with respect to the subject matter of the Technical Assistance Agreement. The cancellation shall be effective when the Recipient receives written notice of the cancellation unless the notice specifies a later time. If the Recipient is a political subdivision of the State of Arizona, it may also cancel this Technical Assistance Agreement as provided in A.R.S. § 38-511.
- 8.3 ***Gratuities.*** The Authority may, by written notice, terminate this Technical Assistance Agreement, in whole or in part, if the Authority determines the Recipient or a representative of the Recipient offered employment or a Gratuity to any officer or employee of the State of Arizona for the purpose of receiving favorable treatment, including the making of any determination or decision, concerning this Technical Assistance Agreement. The Authority, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Recipient.
- 8.4 ***Suspension or Debarment.*** The State may, by written notice to the Recipient, immediately terminate this Technical Assistance Agreement if the State determines that the Recipient has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Execution of a Technical Assistance Agreement shall attest that the Recipient is not currently suspended or debarred. If the Recipient becomes suspended or debarred, the Recipient shall immediately notify the Authority.
- 8.5 ***Termination for Convenience.*** The Authority reserves the right to terminate the Technical Assistance Agreement in whole or in part at any time, when in the best interests of the State of Arizona without penalty or recourse. In the event of termination under this paragraph, all documents, data and reports

prepared by the Recipient under the Technical Assistance Agreement shall become the property of and be delivered to the Authority. The Recipient shall be entitled to receive reimbursement for work completed and materials accepted before notification of termination. The Authority is under no obligation to continue reimbursement for any work activities undertaken after notification of termination.

- 8.6 ***Termination for Default.*** The Authority reserves the right to terminate the Technical Assistance Agreement in whole or in part due to the failure of the Recipient to comply with any term or condition of the Technical Assistance Agreement or to acquire and maintain all required insurance policies, bonds, licenses and permits. The Authority shall provide written notice of the termination and the reasons for it to the Recipient.

9.0 **Disputes**

- 9.1 ***Disputes.*** The parties to this Technical Assistance Agreement agree to resolve all disputes arising out of or relating to this Technical Assistance Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable state or federal statutes and laws. As appropriate, Arbiters of disputes involving an Indian Nation must have jurisdiction in the State of Arizona and on Indian lands.

Exhibit A
Scope of Work



May 13, 2016

Sent via email

Mr. Emile Schmid, PE, City Engineer
City of Apache Junction – Public Works Department
575 E. Baseline Ave.
Apache Junction, Arizona 85119

**RE: City of Apache Junction PW 2015 - Public Works On-Call Services (2015-2017)
Public Works Grading and Drainage Improvements
Professional Engineering Proposal**

Dear Mr. Schmid:

HDR Engineering, Inc. (HDR) is excited to continue providing services to the City of Apache Junction, and is pleased to offer professional engineering services for the Public Works Grading and Drainage Improvements. In response to your request, we have prepared a proposal in accordance with the City of Apache Junction PW 2015 Public Works On-call Services Contract.

The scope of services includes the development of conceptual design options, construction drawings, cost estimate and technical memorandum for the grading and drainage improvement design of this parcel. The cost proposal is based upon our understanding of the scope of work. This will be a time and materials type contract, not to exceed the amount indicated in the cost proposal. The following documents are included in our proposal:

- Exhibit A – Scope of Work
- Exhibit B – Cost Proposal
- Exhibit C – Project Schedule

If you have any questions or require any additional information about our proposal, please contact Janelle Moyer. Thank you for the opportunity to continue working with the City of Apache Junction on this project!

Sincerely,
HDR Engineering, Inc.

Janelle Moyer, PE, CFM, ENV SP
Project Manager
Janelle.Moyer@hdrinc.com
(602) 952-5768

Attachments
Cc: HDR file, Giao Pham



EXHIBIT A

City of Apache Junction PW 2015 – Public Works On-Call Services (2015-2017) Public Works Grading and Drainage Improvements

SCOPE OF WORK

PROJECT DESCRIPTION

The City of Apache Junction (City) owns the parcel located at 575 E. Baseline Avenue in the City. This parcel includes the City's Public Works, Animal Control and Water District departments. The City is interested in subdividing the parcel in anticipation of a future move of the Public Works department. The parcel currently experiences ponding and erosion during storm events. The primary goal of this project is to provide improvements to manage the stormwater separately on each parcel providing 100-year, 2-hour retention. The retention basins will need to drain within the 36-hour requirement. A secondary goal is to provide more functionality of the site with regards to vehicular access and turning radii. The secondary goals will be considered during the development of the improvements.

The City has asked HDR Engineering Inc., "Engineer" to prepare this scope of work (SOW) for the development of construction drawings, cost estimate and technical memorandum for the grading and drainage improvement design of this parcel. The design will be based on the Conceptual Grading and Drainage Plan dated January 2016 developed by the City (Attachment A).

The parcel is located on Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) 04021C0020E, effective December 4, 2007. A Letter of Map Revision (LOMR) dated May 19, 2009 was submitted for this FIRM which reflects a change in the mapping of Weekes Wash near the subject parcel. A small portion of the northeast corner of the parcel was removed from the Zone A floodplain. See Attachment B for the FIRM and LOMR. However a portion of the parcel is still located within Zone A, which is defined as a Special Flood Hazard Area (SFHA) subject to inundation by the 1% annual chance flood. No base flood elevations are determined in Zone A floodplains. It is not anticipated that the proposed improvements from this project would alter the floodplain limits and water surface elevations of the floodplain. The City as their own floodplain administrator will determine possible requirements and coordination with FEMA as necessary.

SCOPE OF WORK

1. Project Management and Meetings

- a. Project management and administrative services
- b. Up to three (3) meetings are included (30% concepts review, site visit, comment resolution). Two (2) HDR team members will attend.

2. Data Collection/Review Existing Information

- a. The Engineer shall collect, review and document available existing site information for the project.
- b. The following is a list of data that shall be provided by the City:
 - i. All electronic files used to create the Conceptual Grading and Drainage Plan exhibit.
 - ii. Topographic survey in AutoCAD format performed by others in approximately 2010.



- iii. Any additional or supplemental topographic survey available after the 2010 survey. (HDR has the AutoCAD linework associated with the western water tank.)
 - iv. Utility mapping by others (as-builts, utility mapping CAD file).
 - v. All available as-builts for projects completed on the parcel.
 - vi. All AutoCAD linework available of the FEMA floodplains, parcel boundaries, proposed subdivided parcel lines, and proposed retention basins.
 - vii. Most recent aerial photography for the parcel.
 - viii. All calculations the City performed to develop the Conceptual Grading and Drainage Plan.
- c. The Engineer shall perform a Blue Stake Request to identify utilities reporting facilities in the vicinity of the project area.

3. Drainage Analysis

- a. Existing Conditions
 - i. The Engineer shall evaluate existing conditions, drainage patterns, drainage structure conditions, and existing concentration points.
 - ii. The Engineer shall identify existing drainage issues as reported by the City.
 - iii. The Engineer shall quantify on-site flow rates on the parcel using the Rational Method for areas equal to or less than 160 acres in size.
 - iv. The Engineer shall calculate 100-year, 2-hour retention volume required for the subdivided parcels.

4. Conceptual Design Options

- a. The Engineer shall develop up to three (3) conceptual alternatives/configurations for the Grading and Drainage Plan that all achieve the primary goal as stated in the Project Description Section of this SOW.
- b. The concepts shall be prepared as labeled illustrations on 8.5x11 or 11x17 figures with descriptions.
- c. The concepts will be developed to a 30% design level.
- d. The concepts will be developed to follow the Apache Junction, AZ Land Development Code, Chapter 10: Engineering Design Guidelines and Policies, <https://www.ajcity.net/DocumentCenter/Home/View/8198>.
- e. The City will choose one (1) concept that will be developed further into construction drawings (Section 5).

5. Construction Drawings and Specifications

- a. Construction drawings will be developed using AutoDesk Civil3D 2014 software for the following design stages:
 - i. 90% for review and comment by the City
 - ii. 100% draft for review and comment by the City
 - iii. 100% final sealed
- b. List of anticipated construction drawing sheets (subject to change):
 - 1. Cover and Sheet Index
 - 2. General Notes and Quantities
 - 3. Survey Control Plan
 - 4. Grading and Drainage Plan (1" = 20')
 - 5. Grading and Drainage Plan (1" = 20')



6. Grading and Drainage Plan (1" = 20')
7. Grading and Drainage Plan (1" = 20')
8. Grading and Drainage Plan (1" = 20')
9. Grading and Drainage Plan (1" = 20')
10. Drainage Sections
11. Drainage Details
12. SWPPP

c. Specifications

- i. This project will be designed for construction using the latest Maricopa Association of Governments (MAG) Uniform Standard Specifications. Specifications will be identified on the construction drawings.

6. Opinion of Probable Construction Cost

- a. The Engineer shall develop an OPCC estimate for the 90% and 100% (draft and final) submittals that meets the American Association of Cost Engineering (AACE) Class II methodology standards.

7. Memorandum

- a. A Memorandum shall be prepared to document the calculations and drainage design associated with the improvements.
- b. A Draft shall be prepared for the 90% submittal for City review and comment.
- c. A Draft Final shall be prepared for the 100% Draft submittal for City review and comment.
- d. A Final (signed and sealed) shall be prepared for the 100% Final Submittal for City approval.

8. Deliverables

- a. Conceptual Design Options
 - i. Up to three (3) conceptual alternatives/configurations 8.5x11 or 11x17 figures with descriptions (PDF)
- b. 90% Submittal for City Review
 - i. 90% construction drawings, 11"x17" (PDF)
 - ii. Draft OPCC (PDF)
 - iii. Draft Memorandum (PDF)
- c. 100% Draft Submittal for City Review
 - i. 100% construction drawings, 11"x17" (PDF)
 - ii. 100% construction drawings, 24"x36" (PDF)
 - iii. Draft Final OPCC (PDF)
 - iv. Draft Final Memorandum (PDF)
- d. 100% Final Submittal for City Approval
 - v. 100% construction drawings, 11"x17" (PDF and 1 paper copy)
 - vi. 100% construction drawings, 24"x36" (PDF and 1 paper copy)
 - vii. Final OPCC (PDF and 2 paper copies)
 - viii. Final Memorandum (PDF and 2 paper copies)



9. Assumptions

- a. According to the Stormwater Master Plan for the City of Apache Junction dated May 2002, there are no off-site flows entering the parcel.
- b. No utility relocations are anticipated with the design.
- c. A portion of the parcel is located in a Zone A floodplain. This SOW does not include coordination with Pinal County Flood Control District or the Federal Emergency Management Agency (FEMA) with regards to affects of the floodplain from this project. If the improvements changes the FEMA effective Zone A delineation, the City (floodplain administrator) will coordination with Pinal County and FEMA as necessary.
- d. HDR will conduct and document QC reviews on all deliverables prior to submission to the City.
- e. This scope of services does not include stakeholder meetings, stakeholder coordination utility coordination or utility clearances. Coordination will be performed by the City.
- f. The Engineer will receive one set of review comments from the City for each review submittal. The comments will provide clear direction and will not contradict each other.
- g. The Stormwater Pollution Prevention Plan (SWPPP) to be developed will be one (1) plan sheet. A full SWPPP binder will not be prepared. This SOW does not include the development of the NOI or NOT for ADEQ.
- h. This SOW does not include traffic control plans.
- i. This SOW does not include any new survey. The 2010 Entellus survey will be used for grading and earthwork quantities. It is assumed there are no major changes have occurred since this survey.
- j. This SOW does not include any permitting for the proposed improvements. The City will perform all permitting required.
- k. No environmental evaluation or clearances are included in this SOW.
- l. Engineer assumes survey information provided by the City is of sufficient accuracy and detail for design and construction document preparation.
- m. All improvements will be designed as a single construction phase. No phasing plan will be developed.
- n. No geotechnical investigations or percolation testing of proposed basins will be performed in this SOW.
- o. The area on the parcel designated as the existing shooting range will not be designed to any specific shooting range requirements and will be referred to as a "Police Field Area" on the drawings. The City will provide direction on size and heights of berms.

EXHIBIT B - COST PROPOSAL
CITY OF APACHE JUNCTION
PUBLIC WORKS GRADING AND DRAINAGE IMPROVEMENTS

Task Description	Total Hours		Labor hours										Total Fee	
			Fort	Moyer	Drago	Hann	Katt	Woolsey	Celaya	Cunningham	Green			
1. PM and Meetings		66	2	42		14				4	4		\$9,464	
2. Data Collection/Review Existing Information		12		6		6							\$1,617	
3. Drainage Analysis		46		12	2	32							\$5,661	
4. Conceptual Design Options		46		10	2	24			10				\$5,746	
5. Construction Drawings and Specs		130		16	6	24			84				\$16,668	
6. OPCC		48		2		6	4	36					\$6,048	
7. Memo		24		4	2	12			6				\$3,015	
TOTAL		372	2	92	12	118	4	36	100	4	4		\$48,218	

Labor	Fees
	\$48,218

Expenses	
Reproduction	\$100
Mileage for meetings (3 trips at 80 miles roundtrip)	\$180
Technology Charge	\$1,376
Subtotal	\$1,656

Gross Fee \$49,874

EXHIBIT C

City of Apache Junction

Public Works Grading and Drainage Improvements

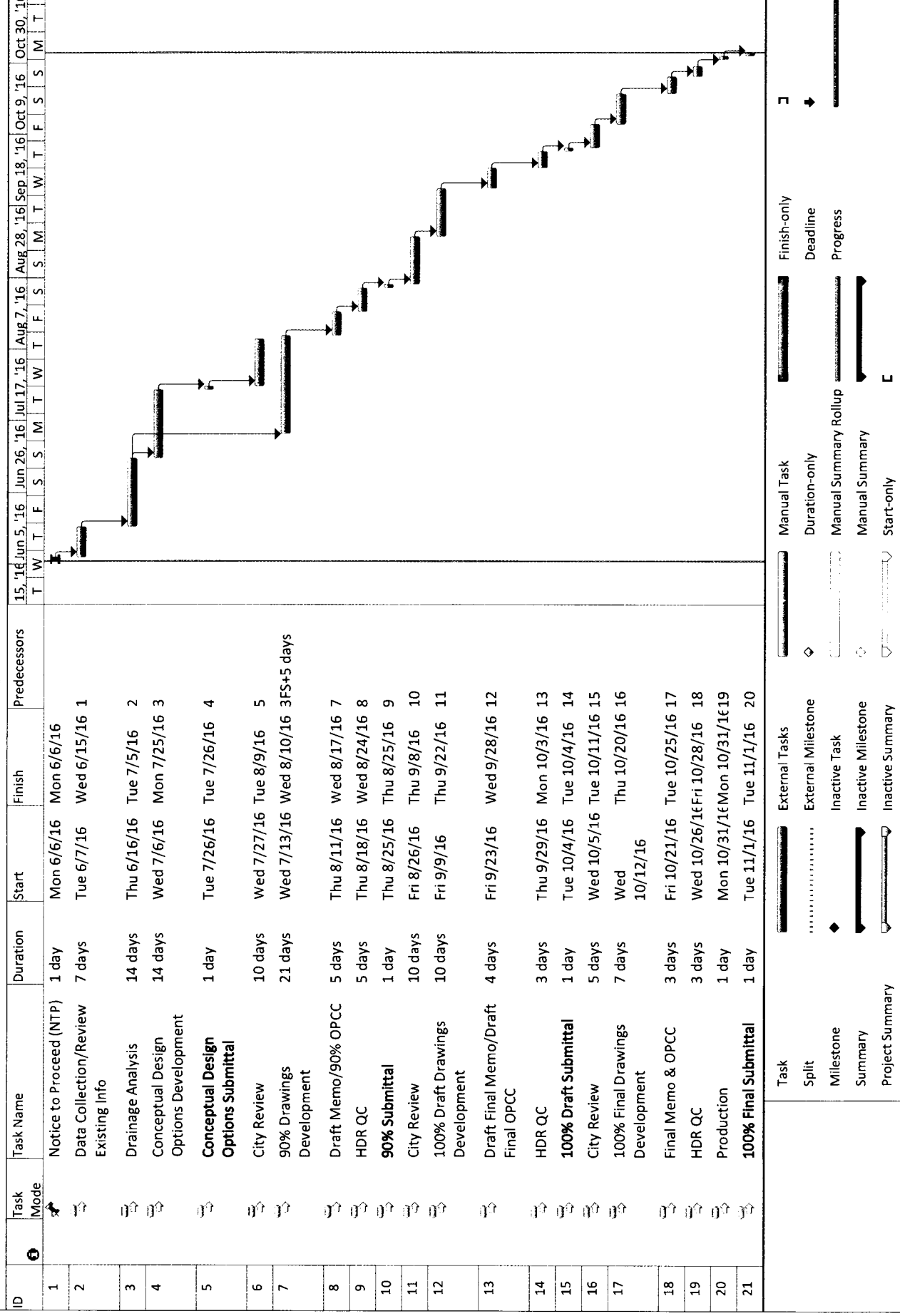


Exhibit B

Budget

WIFA and Recipient Project Budget and Deliverables

Project Name: Public Works Grading & Drainage Improvements
Recipient: City of Apache Junction

Tasks to be funded by WIFA

Task	Description of Task	Budget
1	Public Works Grading & Drainage Improvements - Design	\$29,924.40
2		
3		
4		
Total		\$29,924.40

Tasks to be funded by Recipient

Task	Description of Task	Budget
1	Public Works Grading & Drainage Improvements - Design	\$19,949.60
2		
3		
4		
Total		\$19,949.60

Total Budget: \$49,874.00

WIFA Portion: \$29,924.40

Recipient Match: \$19,949.60

List of Project Deliverables:

1. Conceptual Design Options
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