



Contract Number: CT. WW- 14 \* 385  
Effective Date : 4-15-14  
Term Date : 4-14-15  
Cost : 107,600.-  
Revenue : \_\_\_\_\_  
Total : \_\_\_\_\_ NTE: \_\_\_\_\_  
Action : 1-1-15  
Renewal By : \_\_\_\_\_  
Term : 4-14-15  
Reviewed by: JS

## **BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: April 15, 2014

### **ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

PROFESSIONAL SERVICES CONTRACT—DIRECT SELECT  
Raftelis Services Fees Review and Evaluation

CONTRACT NUMBER (If applicable): \_\_\_\_\_ 14\*385

### **STAFF RECOMMENDATION(S):**

**Staff recommends approval by the Board of Supervisors.**

Procure Dept 04/02/14 RM0854

CORPORATE HEADQUARTERS: \_\_\_\_\_

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Vendor - 1

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To: COB - 4-2-14  
Agenda 4-15-14  
(2)

**CLERK OF BOARD USE ONLY: BOS MTG.** \_\_\_\_\_

**ITEM NO.** \_\_\_\_\_

**PIMA COUNTY COST:** \$107,600 **and/or REVENUE TO PIMA COUNTY:\$**

**FUNDING SOURCE(S):** RWRD  
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

**Advertised Public Hearing:**

N/A		YES	X	NO
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**Board of Supervisors District:**

1		2		3		4		5		All	X
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**IMPACT:**

**IF APPROVED:** *Pima County Regional Wastewater Reclamation Department (RWRD) would be able to conduct a customer service fee evaluation to determine appropriate cost recovery.*

**IF DENIED:** *RWRD would not be able to conduct the study.*

**DEPARTMENT NAME:** Pima County Regional Wastewater Reclamation Department

**CONTACT PERSON:** MARY HAMILTON **TELEPHONE NO.:** 724-6641

**FUNDING: RWRD O&M Funds**

This number must appear on all invoices, correspondence and documents pertaining to this contract.

Bart Kreps  
Rocky Craley  
Tom Arn

### **ARTICLE III – COMPENSATION AND PAYMENT**

In consideration for the goods and services specified in this Contract, the COUNTY agrees to pay CONTRACTOR in an amount not to exceed One Hundred and Seven Thousand, Six Hundred dollars (\$107,600.00)]. Pricing for work or products/materials will be as set forth in Exhibit B, attached hereto.

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are DIRECTLY applicable to Pima County and invoiced as a separate line item; those taxes should not be included in the item unit price.

CONTRACTOR shall provide detailed documentation in support of requested payment. Payment requests for professional services shall include time/activity records for each person performing services under this Contract. When seeking reimbursement for expenses and costs, CONTRACTOR shall provide receipts for all expenses and costs in excess of twenty-five dollars.

It is the intention of both parties that pricing shall remain firm during the term of the contract. Price increases shall only be considered in conjunction with a renewal of the Contract. In the event that economic conditions are such that unit price increases are desired by the CONTRACTOR upon renewal of the Contract, CONTRACTOR shall submit a written request to COUNTY with supporting documents justifying such increases at least 90 days prior to the termination date of the Contract. It is agreed that the Unit Prices shall include compensation for the CONTRACTOR to implement and actively conduct cost and price control activities. COUNTY will review the proposed pricing and determine if it is in the best interest of COUNTY to renew or extend the Contract as provided for in Article I of this Contract.

CONTRACTOR shall not provide goods and services in excess of the Contract Amount without prior authorization by an amendment executed by COUNTY. Goods and Services provided in excess of the Contract Total Amount without prior authorization by fully executed amendment will be at CONTRACTOR'S own risk.

For the period of record retention required under Article XXII, COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefore by setoff or otherwise for payments determined to be improper or contrary to the contract or law.

### **ARTICLE IV - INSURANCE**

The CONTRACTOR'S insurance shall be primary insurance and non-contributory with respect to all other available sources. CONTRACTOR shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage. Pima County is to be named as an additional insured for all operations performed within the scope of the Contract between Pima County and CONTRACTOR;
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,

- d) If required by law, workers' compensation coverage including employees' liability coverage.

CONTRACTOR shall provide COUNTY with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice to the COUNTY of cancellation, non-renewal or material change.

#### **ARTICLE V - INDEMNIFICATION**

CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

CONTRACTOR warrants that all products and services provided under this contract are non-infringing. CONTRACTOR will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

#### **ARTICLE VI - COMPLIANCE WITH LAWS**

CONTRACTOR shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona shall govern the rights, performance and disputes of and between the parties. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement shall apply, but do not require an amendment/revisions.

#### **ARTICLE VII - INDEPENDENT CONTRACTOR**

The status of the CONTRACTOR shall be that of an independent contractor. Neither CONTRACTOR, nor CONTRACTOR'S officer's agents or employees shall be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. CONTRACTOR shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR'S failure to pay such taxes. CONTRACTOR shall be solely responsible for program development and operation.

#### **ARTICLE VIII - SUBCONTRACTOR**

CONTRACTOR will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

#### **ARTICLE IX - ASSIGNMENT**

CONTRACTOR shall not assign its rights to this Contract, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

#### **ARTICLE X - NON-DISCRIMINATION**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors**. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website [http://www.azgovernor.gov/dms/upload/EO\\_2009\\_09.pdf](http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

#### **ARTICLE XI - AMERICANS WITH DISABILITIES ACT**

CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

#### **ARTICLE XII - AUTHORITY TO CONTRACT**

CONTRACTOR warrants its right and power to enter into this Contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY shall not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

#### **ARTICLE XIII - FULL AND COMPLETE PERFORMANCE**

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

#### **ARTICLE XIV - CANCELLATION FOR CONFLICT OF INTEREST**

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

#### **ARTICLE XV - TERMINATION OF CONTRACT FOR DEFAULT**

A. Upon a failure by CONTRACTOR to cure a default under this Contract within 10 days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONTRACTOR. In this event, COUNTY may take over the work and complete it by contract or otherwise. In such event, CONTRACTOR shall be liable for any damage to the COUNTY resulting from CONTRACTOR's default, including any increased costs incurred by COUNTY in completing the work.

B. The occurrence of any of the following, without limitation to the named events, shall constitute an event of default:

1. Abandonment of or failure by CONTRACTOR to observe, perform or comply with any material term, covenant, agreement or condition of this Contract, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
2. Persistent or repeated refusal or failure to supply adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;
3. Refusal or failure to remedy defective or deficient work within a reasonable time;
4. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONTRACTOR's performance of this Contract;
5. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the contract;
6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or
8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONTRACTOR, or CONTRACTOR becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.

C. In the event of a termination for default:

1. All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONTRACTOR for this project shall become COUNTY's property and shall be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
2. COUNTY may withhold payments to CONTRACTOR arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONTRACTOR is determined; and
3. Subject to the immediately preceding subparagraph (2), COUNTY's liability to CONTRACTOR shall not exceed the Contract value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.

D. The Contract will not be terminated for default nor the CONTRACTOR charged with damages under this Article, if:

- (1) Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Examples of such causes include—

- (i) Acts of God or of the public enemy,
- (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
- (iii) Acts of another Contractor in the performance of a contract with the COUNTY,
- (iv) Fires,
- (v) Floods,
- (vi) Epidemics,
- (vii) Quarantine restrictions,
- (viii) Strikes,
- (ix) Freight embargoes,
- (x) Unusually severe weather, or
- (xi) Delays of subcontractors at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and the subcontractor(s); and

- (2) The CONTRACTOR, within seven (7) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies the COUNTY in writing of the cause(s) therefore. In this circumstance, the COUNTY shall ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.

E. For the purposes of paragraph A above, "receipt of notice" shall include receipt by hand by CONTRACTOR's designated representative, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.

F. If, after termination of the Contract for default, it is determined that the CONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the COUNTY.

G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.

#### **ARTICLE XVI – TERMINATION FOR CONVENIENCE**

COUNTY reserves the right to terminate this Contract at any time and without cause by serving upon CONTRACTOR 30 days advance written notice of such intent to terminate. In the event of such termination, the COUNTY'S only obligation to CONTRACTOR shall be payment for services rendered prior to the date of termination.

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Contract. In the event of such termination, COUNTY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

#### **ARTICLE XVII - NOTICE**

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:  
Director  
RWRD  
201 N. Stone, 8<sup>th</sup> Floor  
Tucson, AZ 85701

CONTRACTOR:  
Harold Smith  
Raftelis Financial Services, Inc.  
1031 S. Caldwell, Ste. 100  
Charlotte, NC 28203

#### **ARTICLE XVIII - NON-EXCLUSIVE CONTRACT**

CONTRACTOR understands that this Contract is nonexclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

#### **ARTICLE XIX - OTHER DOCUMENTS**

Not used.

#### **ARTICLE XX - REMEDIES**

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

#### **ARTICLE XXI - SEVERABILITY**

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.



## **ARTICLE XXII - BOOKS AND RECORDS**

CONTRACTOR shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

In addition, CONTRACTOR shall retain all records relating to this contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

## **ARTICLE XXIII- PUBLIC INFORMATION**

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records submitted in response to this solicitation that respondent reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by respondent prior to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., County shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the respondent of the request for release, unless respondent has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Respondent shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

County shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall County be in any way financially responsible for any costs associated with securing such an order.

## **ARTICLE XXIV – LEGAL ARIZONA WORKERS ACT COMPLIANCE**

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY shall have the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR'S or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

CONTRACTOR shall advise each subcontractor of COUNTY'S rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books

and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

#### **ARTICLE XXV- GRANT COMPLIANCE**

Not Applicable.

#### **ARTICLE XXVI - ENTIRE AGREEMENT**

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

#### **PIMA COUNTY**

\_\_\_\_\_  
Procurement Director

\_\_\_\_\_  
Date

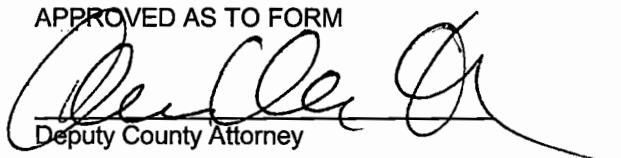
#### **CONTRACTOR**

  
Authorized Officer Signature

HAROLD J. SMITH  
Printed Name and Title

3/14/14  
Date

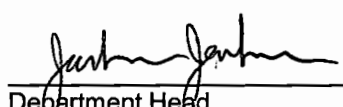
#### **APPROVED AS TO FORM**

  
Deputy County Attorney

CHARLES WESSAHOFF  
Print DCA Name

3-11-14  
Date

#### **APPROVED AS TO CONTENT**

  
Department Head

3/31/14  
Date

**EXHIBIT A**

**SCOPE OF WORK**

**Pima County Regional Wastewater Reclamation Department Customer  
Service Fees Review and Evaluation**

**Prepared March 2014**

## SECTION 1

### **Project Statement**

Pima County Regional Wastewater Reclamation Department (Department) intends to update the Pima County Code (PCC) for Title 13 Division II Sections 13.12 – Preliminary Sewer Layout Requirements, 13.20 – Sanitary Sewer Construction, Connection and Fees (excluding Connection Fees) and 13.24 – Sanitary Sewer User Fees to recover costs for providing development related approvals and Inspections, miscellaneous services, and to simplify the High Strength Factor classifications used to calculate the commercial user fees.

The evaluation will include:

- An analyses of existing fee processes and practices,
- establishing a baseline for cost of services, and
- reviewing industry fee methodologies and best management practices.

The scope will also include benchmarking existing and proposed processes and where appropriate, proposing new fees and methodologies for cost recovery. A separate analysis will be conducted on any proposed changes to the existing classifications used in the calculation of the High Strength User Fees

The recommended changes to the fee structure will be presented to selected internal staff and external stakeholder groups and to the Regional Wastewater Reclamation Advisory Committee.

### **Background**

The length of time since the last update indicates a thorough review of fee schedules, processes and practices is warranted; several of these processes were last updated in 2005. It is the Department's intent that increases or decreases be reasonably related to the cost of service.

The "*Development Processes*" listed in the Task Matrix – (Table 1) attachment includes services found in PCC Chapters 13.12 and 13.20 that regulate the process fees associated with connection to the sewerage system. Specifically, the Consultant will evaluate the customer service processes and associated fees for:

1. Utility Plan/Private Improvement Agreement Review, 13.20.030.B.1
2. Connection to Existing Sewer Approval, 13.20.040.A (no existing fee)
3. Sewer Improvement Plan Acceptance, 13.20.030.A.1
4. Preliminary Sewer Layout Acceptance, 13.12.010, 13.20.030.A.1
5. Sewerage Capacity Allocation, 13.20.026 (no existing fee)
6. Variances/Special Approvals, 13.16.030 (no existing fee)
7. Final Plat Acceptance, 13.20.030

The "*Inspection Processes*" listed in the Task Matrix – (Table 1) include services found in PCC Chapters 13.20 and 13.24 that regulate the inspection of new and existing sewerage infrastructure constructed and financed by new development. Specifically, the Consultant will evaluate the customer service processes and associated fees for:

8. Public Sewer Construction/Inspection, 13.20.030.D.1.f
9. Small Construction Activity/Inspection, 13.20.040.B.1.b, c
10. Determination of HCS Stub-out Location, 13.20.040.F
11. Dye Test Fee, 13.24.090

The "*Miscellaneous Processes*" listed in the Task Matrix – Table 1 include services found in PCC Chapter 13.20 and 13.24 that regulate processes to support the Connection and User Fees

collected by the Department from customers who discharge to the sewerage system. Specifically, the Consultant will evaluate the customer service processes and associated fees for:

12. Special Facilities Agreements for sewerage facilities, 13.24.035
13. Recovery of Lost Revenue in User Fees, 13.24.170.
14. Recovery of Lost Revenue in Connection Fees, 13.20.045.K
15. Connection Fees Discounts, Credits, and Rebates, 13.20.045.B, 050
16. Secondary Meters for irrigation, 13.24.120 .F.1.b
17. Tenant Landlord Agreement for collection of User Fees, 13.20.060F (proposed process, no existing fee)
18. Connection Fee Payment Plans, 13.20.045.L
19. Connection Fee Refunds, 13.20.045.J

The "*High Strength Factor for Commercial User Fee Calculation*" Processes listed in the Task Matrix – Table 1 includes the service found in PCC Chapter 13.24 that regulates the process to support User Fees collected from commercial customers who discharge to the sewerage system. Specifically, the Consultant will evaluate the customer service process and associated fees for:

20. High Strength Factor used in Commercial User Fee calculations, 13.24.180

### **Project Overview**

The Consultant will:

1. Manage the Project using email, meetings, phone calls, and adhering to the project schedule.
2. Establish internal and external data requirements as specified the Task Matrix - Table 1 and gather data to perform an analysis of Department customer service fees processes and practices and, when indicated, a comparison with similar communities.
3. Perform a financial and operational analysis of the Department's fee processes and practices based on the data gathered (Task 2). Benchmark the results against the appropriate data set and recommend suitable modifications to fee methodologies, fee structures, and/or new fees based on an external analysis gathered from similar communities.
4. Based on recommended changes to the High Strength Factor classifications perform an analysis to assess the financial impact to each existing classification.
5. Assist with presentations to key internal staff, external stakeholder meetings, and Regional Wastewater Reclamation Advisory Committee meetings.
6. Prepare a final report for formal County use in presenting the new fee structures and associated methodology.

### **Task 1.0 Manage the Project /Meetings**

This task includes management functions for all activities of the project. The Consultant's project manager will allocate the Consultant's resources and establish all Consultant staff responsibilities. A Principal of the Consultant will review all project deliverables for quality assurance.

#### **Subtask 1.1 Kickoff Meeting**

The Consultant shall coordinate and facilitate a kickoff meeting with the project team and selected Pima County staff from the Pima County Attorney's Office and Pima County Finance

and Risk Management to discuss the overall goals of the project. Consultant shall prepare and distribute via e-mail the meeting minutes to the attendees within five (5) working days of the meeting.

#### Subtask 1.2 Project Schedule

A detailed, task-based project schedule will be developed by the Consultant and approved by the Pima County Project Manager (PM) after the kickoff meeting, and updated at the progress meetings. The schedule shall include critical milestones and deliverable dates for each task. Allowance for brief review periods by the project team, and other reviewers, as needed, shall be incorporated into the schedule.

#### Subtask 1.3 Progress Meetings

The Consultant shall schedule and facilitate progress meetings via web conferencing or phone on a biweekly basis, or more frequently if needed, to review the work progress and solicit comments. These meetings will identify efforts, areas of concerns and expectations for the remainder of the work. The Consultant shall prepare the agenda and minutes of progress meetings for review and approval by the PM prior to distribution. The progress meetings shall also function as "rolling review" and coordination meetings. The "rolling review" shall consist of review and comments made on the progress of the deliverables since the previous meeting and on the incorporation of comments made at the previous meeting. The Consultant shall distribute meeting minutes via e-mail to the project participants within five (5) working days of each progress meeting.

#### Subtask 1.4 Project Management

This task will include project management of the project. The Consultant will develop an abbreviated project management plan to guide the project. The project management plan will include the following:

- Project execution information, including tasks and schedules
- Internal project controls to monitor project status, budget and schedule on an on-going basis

#### Subtask 1.5 Monthly Invoicing

Monthly progress reports shall be prepared that describe the work performed and the status of completion (earned value) for each task versus the percent spent of the budget for each task upon which effort was expended. Invoices shall be prepared and submitted with the reports on a monthly basis to cover the previous month's work. Invoices will specify the costs and associated cost details incurred for each task.

#### Subtask 1.6 Project Communications

Project communication shall be conducted primarily by phone, e-mail, and video conferencing, and as often as necessary to maintain clear project communication. The PM shall include in all e-mail correspondence and shall be copied when a third party is being contacted. Official and other signed documents will be hand delivered or mailed directly to the PM. Telephone correspondence shall be followed immediately by a summary e-mail of key decisions to maintain a clear record of decision.

#### Subtask 1.7 Project QA/QC Activities

QA/QC activities shall be incorporated throughout the project and identified in the project plan.

#### Deliverables

The Consultant shall provide meeting minutes, monthly progress reports, project schedules and a project management plan as identified in Task 1.0 above which shall also be submitted electronically and concurrently with the Final Report as an un-appended document.

#### **Task 2.0 Internal and External Data Gathering**

The Department is interested in establishing equitable fee recovery for services delivered, exploring alternatives to the business models currently used for providing services to the development community, existing users, and those requesting new connections to the sewerage system. The Consultant shall work with the Department to establish data requirements for each of the processes and practices listed on Table 1 (attached) and, when noted, identify similar communities or practices for the purpose of a comparative evaluation.

Internal data will be provided by the Department from existing databases and external data will be gathered through research done by the Consultant. Requests for additional data will be handled on an as-needed basis.

#### Deliverables

All supporting data collected will be organized, summarized and referenced in a stand-alone research document.

#### **Task 3.0 Evaluation and Recommendations**

The Consultant shall perform an Internal Analysis of each process and practice consisting of a calculation of the existing cost of service, a report on current revenue based on the existing fee recovery approach, and recommendations for a fee schedule that reasonably relates to the cost of service for that process.

Where indicated in Table 1 (attached), the Consultant will perform an External Analysis for each fee consisting of a review of outside fee recovery approaches and business practices, and propose at least one external fee recovery process that meshes well with the Department's current work flows. The PM, along with the appropriate Subject Matter Expert, will evaluate each proposed recovery process(es), and if deemed viable, the Consultant will develop a fee schedule for the approach(s).

The internal and external data collected in Task 2 will be used in the Internal and External Analyses. A final report will provide recommendations that discuss the opportunities, constraints, and impacts of keeping the existing process, practices and fee approaches ("Do Nothing") or implementation of a new or modified process, practice, and fee approaches. The final report will also include the results of the impact analysis in Task 4.

The Consultant will initiate interactive communication with the PM as work progresses through the project tasks, and most critically to discuss key findings, task milestones, and key decision points. The Consultant will review the draft preliminary findings with the PM, the Project Team, and Subject Matter Expert for each process or practice prior to developing the Draft Final Report.

A Draft Final Report will be submitted to the PM to coordinate a four week internal review and comment period.

#### Deliverables

A Draft Final Report with the results of the Internal and External Analysis, benchmarking, recommendations and any updates will be added to the deliverable in Task 1. The Consultant shall provide one editable MS Word formatted copy of a word based report to the PM for distribution, review, and comment by the County.

#### **Task 4.0 High Strength Factor Impact Analysis**

The Consultant shall perform financial impact analysis to quantify the effect of implementing the proposed recommendations in Task 3 for moving each of the existing 17 commercial/industrial classes of users into a new consolidated class/category.

The Consultant will review the draft preliminary findings of the impact analysis with the PM, the Project Team, and Subject Matter Expert prior to incorporating the summary of findings into the Draft Final Report in Task 3.

#### Deliverables

The data and analysis from this task will be incorporated into the deliverable for Task 1 and the findings, in the form of a final memo, will summarize the results that will be incorporated into the deliverable for Task 3.

#### **Task 5.0 Preparation and Presentations of the Final Report**

The Consultant shall prepare a Final Report incorporating any changes made to the research documentation and the Draft Final Report in Task 3.

The Consultant will conduct a minimum of two formal webinar presentations at upper management staff meetings, one webinar presentation at a formal meeting with the Regional Wastewater Reclamation Advisory Committee, and a minimum of two in attendance presentations at stakeholder meetings. Costs for the in attendance presentations will be reflected as a separate line item in the proposal.

The Final Report shall include but not be limited to:

- Executive Summary
- Summary of information from Task 2
- Detailed findings and recommendations from Task 3
- Copy of presentation provided to the Regional Wastewater Reclamation Advisory Committee and stakeholder groups with comments and responses

#### Deliverables

Upon final review and acceptance by Pima County, the Final Report shall be combined into a single, bound report with an Executive Summary. The Consultant shall provide five (5) copies of the report, one copy of a word based report, plus 5 electronic versions in PDF format.

## **SECTION 2**

#### **Cost Proposal and Assumptions**

The Consultant will prepare detailed level of effort and costs associated with each major task and deliverable. Any cost assumptions will be described. The table below shows the summary format for each task estimate and the total project cost.



Task	Description	Cost
1.0	Project Management/Meetings	\$17,120
2.0	Internal and External Data Gathering	\$14,230
3.0	Evaluation and Recommendations	\$31,840
4.0	High Strength Factor Impact Analysis	\$10,700
5.0	Preparation and Presentations of the Final Report and stand-alone background research	\$23,900
	Expenses	\$9,810
<b>TOTAL</b>		<b>\$107,600</b>

The final cost is Not-to-Exceed - \$107,600

### SECTION 3

#### Project Schedule

The proposed schedule to complete the work is:

Task	Description
Kickoff Meeting	Within 3 calendar days after Notice to Proceed
Delivery Schedule by Task	Within 5 calendar days after Notice to Proceed
Final Report	Within 15 calendar days after Final Draft Review and Acceptance and no later than Monday, August 25, 2014.

**Pima County Regional Wastewater Reclamation Department Customer Service Fees Review and Evaluation**  
**Task Matrix - Table 1**

<b>Development Process Information</b>								
<b>Level of Effort</b>	<b>Process - Subject Matter Expert, Contact Information</b>	<b>Current Operational Approach</b>	<b>Current/Financial Approach</b>	<b>Pima County Ordinance Reference Section</b>	<b>Process Map Available</b>	<b>Internal Analysis</b>	<b>External Analysis</b>	<b>Desired Assessment</b>
3	<b>Utility Plan/Private Improvement Agreements</b> - Louis Romero (520) 724-6466, Debbie Ketchem (520) 724-6481	Electronic submittal and review of other utilities' plan sets for conflicts with sewer. Sometimes these conflicts result in the sewer being relocated. Intake and tracking process. Review construction plans (multiple reviewers), attend meetings, comments and/or letter of acceptance issued. If construction is involved then an Agreement is negotiated by others and tracked by this process.	Not charging for this services since other utilities are not charging us to review our plan for conflicts with their utilities.	13.20.030.B.1	Yes	Yes	Yes	Recovery of costs for existing process. Propose baseline for 5-year horizon with recommendations for alternative fee recovery. External Comparative Analysis with other jurisdictions.
2	<b>Connection to Existing</b> - Chad Amateau, (520) 724-6547	Part of the Development process and will be automated with work flow by the end of this year - Paper submission. Administrative Review of site plan. Substantive Review of site plan and water meter size validation. Comments and/or notice of approval issued. Water meter size validation with internal and external staff is the most time consuming task. Sewer cards are filed when returned.	Currently no review fee for the site plan or the water meter size validation.	13.20.040.A	Yes	Yes	Yes	Recovery of costs for existing process. Propose baseline for 5-year horizon with recommendations for alternative fee recovery. External Comparative Analysis with other jurisdictions.
1	<b>Sewer Improvement Plan</b> - Francisco Galindo, (520) 724-6733	Part of the Development Process - and will be automated with work flow by the end of this year - Paper submission. Administrative Review of construction plan set. Substantive Review of construction plan set for compliance with code, agreement with the Preliminary Sewer Layout, comments issued and/or letter of acceptance issued. Phone calls and sometimes meetings with Applicant required. Sewer Service Agreement is written, sent through the procurement process, and tracked.	Administrative Fee and a per page charge. Second submittal is also charged but at a reduced rate. There is no cost recovery for the agreement process.	13.20.030.A.1	Yes	Yes	Yes	Recovery of costs for existing process. Propose baseline for 5-year horizon with recommendations for alternative fee recovery. External Comparative Analysis with other jurisdictions. City of San Diego, retainer with an hourly rate. <a href="http://www.sandiego.gov/development-services/pdf/industry/infobulletin/ib504.pdf">http://www.sandiego.gov/development-services/pdf/industry/infobulletin/ib504.pdf</a>
1	<b>Preliminary Sewer Layout</b> - Tom Porter, (520) 724-6719	Part of the Development process and will be automated with work flow by the end of this year - Paper submission. Administrative Review of tentative plat/plan set. Substantive Review of tentative plat/plan set for compliance with code, comments issued and/or letter of acceptance issued. Phone calls and sometimes meetings with Applicant required.	Administrative Fee and a per page charge. Second submittal is also charged but at a reduced rate.	13.12.010, 13.20.030.A.1	Yes	Yes	Yes	Recovery of costs for existing process. Propose baseline for 5-year horizon with recommendations for alternative fee recovery. External Comparative Analysis with other jurisdictions. City of San Diego, retainer with an hourly rate. <a href="http://www.sandiego.gov/development-services/pdf/industry/infobulletin/ib504.pdf">http://www.sandiego.gov/development-services/pdf/industry/infobulletin/ib504.pdf</a>

**Pima County Regional Wastewater Reclamation Department Customer Service Fees Review and Evaluation**

**Task Matrix - Table 1**

2	<b>Capacity Allocation</b> - Kurt Stemm, (520) 724-6607	Part of the Development process and will be automated with work flow by the end of this year - Electronic submission of request, Administrative Review of request for capacity. Substantive Review of information for allocation of capacity, letter issued. Phone calls, moderate collaboration with other staff.	Currently no review fee for this process.	13.20.026	Yes	Yes	No	Internal cost recovery for services.
1	<b>Variance Fee</b> - Louis Romero, (520) 724-9952, Carol Johnson (520) 724-6334	Part of the Development process. Only required when the Standards cannot be met. Request submitted by project engineer, reviewed by staff, and letter of determination issued.	Currently no review fee for a variance request	13.12.030	Section 2 of the Design Standards, pages 2-2 to 2-4	Yes	No	Internal cost recovery for set up and tracking of the variance. Propose baseline for 5-year horizon with recommendations for alternative fee recovery.
2	<b>Final Plat</b> - Francisco Galindo, (520) 724-6733	Part of the Development process - Paper submission. Administrative Review of final plat. Substantive Review of final plat with easements in Sewer Improvement Plan, comments and/or letter of acceptance issued, sign Mylar.	Administrative Fee and a per page charge.	13.20.030	Yes	Yes	No	Internal cost recovery for services. Propose baseline for 5-year horizon with recommendations for alternative fee recovery.

**Pima County Regional Wastewater Reclamation Department Customer Service Fees Review and Evaluation**  
**Task Matrix - Table 1**

<b>Inspection Process Information</b>								
<b>Level of Effort</b>	<b>Process - Subject Matter Expert, Contact Information</b>	<b>Current Operational Approach</b>	<b>Current Financial Approach</b>	<b>Pima County Ordinance Reference Section</b>	<b>Process Map Available</b>	<b>Internal Analysis</b>	<b>External Analysis</b>	<b>Desired Assessment</b>
4	<b>Public Sewer Construction Permit</b> - Denice Elie, (520) 724-6369, Sylvia Quinlan (520) 724-6649, Roy Montoya (520) 724-9617, Yvonne Suarez (520) 740-2686, Terri Powelson (520) 740-5989, Rudy Daniels (520) 724-6774, Melody Burton (520) 724-6617	Part of the Development Process and will be automated with work flow by the end of this year - Paper submittal. Administrative Review of submittal. Substantive Review of construction plan set, contractor licensing, calculation of fees for inspection. Issuance of permit. Inspection services include meetings, plan review, on-site inspections, documentation of inspections, review of as-builts. Bill of Sale, application to ADEQ for Discharge Authorization. Recording of asset. Flow monitoring is sometimes required for verification of the flow management plan.	Administrative Fee of \$25 and 2.5% of Construction Costs for just the sanitary facilities.	13.20.030.D.1.f	Yes	Yes	Yes	Internal cost recovery of inspection services. Propose baseline for 5-year horizon with recommendations for alternative fee recovery.
4	<b>Small Construction Activity Permit</b> - Denice Elie (520) 724-6369, Sylvia Quinlan (520) 724-6649, Roy Montoya (520) 724-9617, Yvonne Suarez (520) 740-2686, Terri Powelson (520) 740-5989, Rudy Daniels (520) 724-6774, Melody Burton (520) 724-6617	Part of the Development Process and will be automated with work flow by the end of this year - Paper submittal. Administrative Review of submittal. Substantive Review of construction plan set, contractor licensing, Issuance of permit. Inspection services include meetings, plan review, on-site inspections, documentation of inspections. Recording of asset.	No Administrative Fee. Fee Schedule for inspection of connection.	13.20.040.B.1.b, c	No	Yes	Yes	Internal cost recovery of inspection services. Propose baseline for 5-year horizon with recommendations for alternative fee recovery.
2	<b>Determination of HCS stubout location</b> - Ken Welch, (520) 724-3432	Part of the Development Process - Use of CCTV to determine the location of a HCS stubout. Process requires at least a crew and a camera truck to mobilize for a half day. Video must be transcribed by trained personnel and admin staff does billing.	Fees are referenced in the ordinance however this process is seldom requested. \$250/location, multiple contiguous \$50/additional	13.20.040.F	No	Yes	No	Internal cost recovery for service, labor and equipment. Propose baseline for 5-year horizon with recommendations for alternative fee recovery.

Pima County Regional Wastewater Reclamation Department Customer Service Fees Review and Evaluation

Task Matrix - Table 1

2	Dye Test Fee - Ken Welch (520) 724-3432, Melody Burton, (520) 724-6617	Part of the User and Connection Fee Recovery processes. Used to verify that a structure is connected to the sewer system. Occasionally there are requests for CCTV to be able to visually document the attachment. Process requires at least a crew and a camera truck to mobilize for a half day. Video must be transcribed by trained personnel and admin staff does billing. Also used by real estate professionals for due diligence when listing a home for sale.	\$80 for a single dye test. Additional cost \$20 for adjacent.	13,24,090	Part of the User Fee and Connection Fee Recovery Process	Yes	No	Last review of fee was 2004. Internal cost recovery of inspection services. Propose baseline for 5-year horizon with recommendations for alternative fee recovery.
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**Pima County Regional Wastewater Reclamation Department Customer Service Fees Review and Evaluation**  
**Task Matrix - Table 1**

<b>Miscellaneous Process Information</b>								
<b>Level of Effort</b>	<b>Process - Subject Matter Expert, Contact Information</b>	<b>Current Operational Approach</b>	<b>Current Financial Approach</b>	<b>Pima County Ordinance Reference Section</b>	<b>Process Map Available</b>	<b>Internal Analysis</b>	<b>External Analysis</b>	<b>Ordinance Issues</b>
4	<b>Special Facilities Agreement</b> - Mary Hamilton, (520) 724-6641 and Mike Redmond (520) 724-3437	Part of the Development Process - to recover the cost of operating and maintaining special facilities for developments. An agreement negotiated at the time of the Sewer Service Agreement.	Cost passed on to the HOA for chemicals, power, and replacement.	13.24.035	No	Yes	Yes	Impact of these facilities on the user fees and comparisons with other utilities cost recovery mechanisms.
2	<b>Connection and User Fee Recovery</b> - Rosalyn Chapple, (520) 724-6721 and Melody Burton, (520) 724-6617	Recovery of user and connection fees through the auditing process. Research, paper and possibly field, to verify. Issue certified letter(s) requesting payment. Follow through as needed with PCAO and PC Finance.	Only User Fee for Admin and Prime plus 1%	User Fees - 13.24.170 Connection Fee 13.20.45.K	Yes	Yes	No	Internal cost recovery, value of lost revenue, and options for recovery.
2	<b>Connection Fee Discounts, Credits and Rebates</b> - Francisco Galindo, (520) 724-6733, Gerry Koziol, (520) 724-6503	Part of the Development Process - connection fee discounts (CFD) of are provided for qualifying sewer built by a developer. Connection fee credits (CFC) are provided for RWRD requested oversizing of sewer built by the developer.	CFD - \$1,100/25-feet per lot and \$250/lot CFC - varies Rebates - varies	13.20.045.B, 050	Part of the Sewer Improvement Plan Process	Yes	Yes	Internal cost recovery, cost of reimbursement options for both fees.
2	<b>Secondary Water Meters for Irrigation</b> - Ben Changkakoti, (520) 724-9952	Draft procedure. Application by customer to request the use of a second meter to measure Irrigation water separately from water directed to the sewer. The proposed fee covers administrative and billing costs and appropriate costs to cover verification and inspection of the meter. Written authorization is issued.	Draft, no procedure in place	13.24.120 .F.1.b	Draft Standard Operating Procedure	Yes	Yes	Establish a procedure for secondary water meter installation by commercial, industrial, and multifamily residential users (NOT single family users).
2	<b>Tenant Landlord Agreement</b> - Melody Burton (520) 724-6617	None, the landlord has to transfer the user fee account over to their name when tenant mover out and then into the next tenant's name.	The landlord is charged a \$15 activation fee to set up the account in their name every time their tenant moves out and then in.	13.20.060F	No	Yes	Yes	Establish need and cost savings for a process to handle Tenant Landlord Agreements that would waive the activation fee for the service each time the tenant moves out.

**Pima County Regional Wastewater Reclamation Department Customer Service Fees Review and Evaluation**

**Task Matrix - Table 1**

3	<b>Connection Fee Payment Plans</b> - Ben Changkakoti, (520) 724-9952	The Applicant fills out the form, sends to RWRD for review. Mgt reviews and sends to PC Finance who follows up to make sure the payments are made.	Administrative Fee \$500 for drafting and tracking agreement.	13.20.045.L	Draft Standard Operating Procedure	Yes	No	Internal cost recovery for set up and tracking of the agreements.
2	<b>Connection Fee Refunds</b> - Erica Sanchez, (520) 724-6934	Part of the Development Process - Refunds are provided at the request of an Applicant who has decided not to connect to the wastewater system. Research and documentation of information on file. Form sent to PC Finance to request the refund be issued.	Admin Charge \$125 for research and processing of paperwork.	13.20.045.J	No	Yes	Yes	Internal cost recovery for services. Propose baseline for 5-year horizon with recommendations for alternative fee recovery.

**High Strength Factor for Commercial User Fee Calculation**

Level of Effort	Process - Subject Matter Expert, Contact Information	Current Operational Approach	Current Financial Approach	Pima County Ordinance Reference Section	Process Map Available	Internal Analysis	External Analysis	Ordinance Issues
4	<b>High Strength Factor for Commercial User Fee</b> - Doug Kirkland (520) 724-6202, Melody Burton (520) 724-6617	There are 17 classes for the commercial high strength users and each has a multiplier for the volume component of the user fee.	Volume multiplier by Class of commercial use and an administrative charge that is the same for all High Strength Users.	13.24.180	No	Yes	No	Requires a impact analysis to assess the proposed changes to each existing user classification. Complex and not easy to administer. If there is a change in use of the structure the high strength factor is often not changed.

# EXHIBIT B

	Director	Manager	Staff		QA/QC	Subject Matter Experts		Support	TOTALS
	HS	BK	RC	DB1	LW	TA	DB2	Admin	
<b>Task 1: Manage Project/ Meetings</b>	4	50	8	0	2	8	0	3	75
Kick-Off Meeting (1 meeting/trip)		12	8			8			
Project Schedule		2							
Progress Meetings		6							
Project Management	2	24							
Monthly Invoicing		6						3	
Project Communications									
Project QA/QC Plan	2				2				
<b>Task 2: Internal and External Data Gathering</b>	2	10	24	16	0	16	0	0	68
Identify Data Requirements	2	8				4			
Gather internal data with PS staff assistance		2	8	8		4			
Gather data from other utilities			16	8		8			
<b>Task 3: Evaluation and Recommendations</b>	10	24	52	24	4	33	0	2	149
Internal Analysis	4			12	1				
Development Process									
Utility Plan/Private Improvement Agreements		1	2.25			1.5			
Connection to Existing		0.75	1.75			1.25			
Sewer Improvement Plan		0.5	1.25			0.75			
Preliminary Sewer Layout		0.5	1.25			0.75			
Capacity Allocation		0.75	1.75			1.25			
Variance Fee/Special Approvals		0.5	1.25			0.75			
Final Plat		0.75	1.75			1.25			
Inspection Process									
Public Sewer Construction Permit		1.25	2.75			2			
Small Construction Activity Permit		1.25	2.75			2			
Determination of HCS stubout location		0.75	1.75			1.25			
Dye Test Fee		0.75	1.75			1.25			
Miscellaneous Process Information									
Special Facilities Agreement		1.25	2.75			2			
Recovery of Lost Revenues in User Fees		0.75	1.75			1.25			
Recovery of Lost Revenues in Connection Fees		0.75	1.75			1.25			
Connection Fee Discounts, Credits, and Rebates		0.75	1.75			1.25			
Secondary Water Meters for Irrigation		0.75	1.75			1.25			
Tenant Landlord Agreement		0.75	1.75			1.25			
Connection Fee Payment Plans		1	2.25			1.5			
Connection Fee Refunds		0.75	1.75			1.25			
External Analysis	4			12	1				
Prepare Draft Report	2	8	16		2	8		2	
<b>Task 4: High Strength Factor Impact Analysis</b>	4	12	36	0	0	0	0	0	52
Develop Revenue Projections	2	8	24						
Evaluate Customer Impacts	2	4	12						
<b>Task 5: Preparation and Presentation of Final Report</b>	4	30	28	2	4	30	4	4	106
Prepare Presentation Materials	2	4	12		2	4	2	2	
Webinars to Staff		4				4			
Webinar to RWRAC		2				2			
Presentations to Stakeholders		16				16			
Prepare Final Report	2	4	16	2	2	4	2	2	
<b>Total hours</b>	<b>24</b>	<b>126</b>	<b>148</b>	<b>42</b>	<b>10</b>	<b>57</b>	<b>4</b>	<b>9</b>	<b>450</b>
<b>Billing Rate</b>	<b>\$ 260</b>	<b>\$ 235</b>	<b>\$ 190</b>	<b>\$ 165</b>	<b>\$ 260</b>	<b>\$ 260</b>	<b>\$ 260</b>	<b>\$ 70</b>	
	<b>\$ 6,240</b>	<b>\$ 29,610</b>	<b>\$ 28,120</b>	<b>\$ 6,930</b>	<b>\$ 2,600</b>	<b>\$ 22,620</b>	<b>\$ 1,040</b>	<b>\$ 630</b>	<b>\$ 97,520</b>
									<b>Average billing rate \$ 217.37</b>
									<b>Expenses \$ 9,810</b>
									<b>Total Fees &amp; Expenses \$ 107,600</b>

HS= Harold Smith  
BK = Burt Krepes  
RC = Rocky Craley  
DB1 = Daniel Baird  
LW = Lex Warmath  
TA = Tom Arn





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Bear Insurance Service</b> <b>173 North Second Street</b>  <b>Albemarle NC 28001</b>		<b>CONTACT NAME:</b> Pamela Morton <b>PHONE (A/C, No, Ext):</b> (704) 982-1156 <b>FAX (A/C, No):</b> (704) 982-7012 <b>E-MAIL ADDRESS:</b> pmorton@bearinsurance.com	
<b>INSURED</b> <b>Raftelis Financial Consultants, Inc.</b> <b>1031 S Caldwell St</b> <b>Suite 100</b> <b>Charlotte NC 28203</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Cincinnati Insurance Companies <b>INSURER B:</b> Philadelphia Indemnity Ins. Co. <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER: 2014

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			EBP 0060360	1/21/2014	1/21/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			EBP 0060360	1/21/2014	1/21/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CAP5124411	1/21/2014	1/21/2015	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 3,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC1921777-01	1/21/2014	1/21/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability Claims Made Policy			PHSD793804	1/21/2014	1/21/2015	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

**Pima County Regional Wastewater Reclamation Department**  
**201 N. Stone Ave., 3rd Floor**  
**Tucson, AZ 85701**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Pamela Morton/APRIL