



**TOWN OF MIAMI
Wastewater Advisory Board Meeting
Town of Miami Wastewater Collection System Replacement Project.**

**THURSDAY, JULY 24, 2014 AT 4:00 PM
MIAMI TOWN COUNCIL CHAMBERS
500 W SULLIVAN STREET, MIAMI, ARIZONA 85539**

Meeting Minutes

I. Call to Order

Meeting was called to order at 4:27 pm by Jerry Barnes.

II. Roll Call

PRESENT: John Trujillo (by phone), Ray Webb, Jerry Barnes

ABSENT: Jay Spehar, Rick Powers

III. Approval of Minutes

a. Approval of Minutes from the June 19, 2014 Meeting

- John Trujillo motioned to approve the minutes of the June 19, 2014 meeting. Motion was seconded by Ray Webb – All in favor.

IV. New Business

a. **Easement Status Update** – Mark Ipson provided an update on the status of the Phase 2 and Phases 3 through 5 easements:

- Phase 2 – To date, the Town has easements in place for all but two sets of the Phase 2 easements. The first set includes easements through FMMI property. FMMI asked AMEC to certify the legal descriptions for these easements. AMEC noted that a document page number was not listed in some of the legals, updated the legals to include that page number, and sent an email to FMMI on 7/24 to notify them of the associated changes that need to be made to the conveyance document. The final updates are being completed, and the FMMI easement should be finalized soon. The other set of outstanding easements are for the Bennu/ShoMe Cooper properties. The landowner has requested payment for these Phase 2 easements. Since the same landowner also owns other properties in Phases 3 through 5 that will also have easements, the Town is working to combine all properties owned by that landowner into a single agreement. Jerry Barnes noted that it is important to

ensure that all Phase 3 through 5 properties owned by that landowner (i.e., ShoMe Copper, Bennu, etc.) are identified for the agreement.

- Phases 3 through 5 – The Town is now working on the Phase 3 through 5 easement acquisitions. A flow chart used to monitor the required steps for obtaining the easements was presented. A similar chart was used for Phase 2, but was updated to reflect that the fact that AMEC will be doing more of the legwork for the Phase 3-5 easement acquisitions, since the Town does not currently have staff available for obtaining the easements. Originally, AMEC identified 87 easements for Phases 3-5. The Town and HilgartWilson asked AMEC to re-evaluate some alignments to further minimize the number of required easements. AMEC re-evaluated the alignments, and there are now a total of 61 permanent easements needed. AMEC previously identified an additional 15 to 20 temporary construction easements that would be required, but these have been eliminated, and they now show no required temporary construction easements. The attorney sent the updated easement list to the title company for ownership confirmation. Once the ownership for each parcel is confirmed, contiguous easements covering more than one parcel owned by the same landowner will be identified so that a single legal description and exhibit can be used for acquiring the easement. This will minimize the work AMEC needs to do and will also minimize costs incurred by the Town.
- Phases 4 and 5 will each have approximately 25 easements, and the remaining easements will be in Phase 3.
- The Phase 3 through 5 easements must all be in place before the Town can obtain funding from USDA for the Phase 3 through 5 construction-related costs.
- Jerry Barnes noted that Pioneer Title did not identify ownership from a few of the Phase 3-5 parcels. Mark Ipson added that this was true for the original list of 87 easements submitted by AMEC, and that the updated list of 61 easements was sent back to Pioneer Title to obtain property ownership for all properties.

b. Payment Applications

- **AMEC** – Mark Ipson provided an overview of AMEC's pay application in the amount of \$45,901.76 for one month of design, program management and construction management services. Mr. Ipson noted that some of the cost includes wrap up of Phase 1A & 1B construction management services and Phase 2 design services. Also included in the pay application is approximately \$30,330 of Phase 3 through 5 design services, which will be billed through WIFA. The balance (\$15,571.76) will be billed through USDA. Ray Webb asked about the total project amount listed on AMEC's hourly breakdown sheet, and why it didn't match the total invoice amount. Mr. Ipson explained that based on discussions with AMEC, the hourly report shows the hours that AMEC worked, and the total cost shown on the hourly summary may include some portions of the hourly report which are whited out, and which are not being billed to the project. Jerry Barnes asked about the \$561 listed on AMEC's summary spreadsheet for "ADEQ permit". Mr. Ipson explained that it was for time spent coordinating with ADEQ and the contractor regarding the submittal of the discharge authorization application and associated documents for the Phase 1A project. Because the original permit for the project expired after 2 years, additional coordination was needed to obtain the discharge authorization. Motion was made by Ray Webb to recommend to the Town Council approval of AMEC's invoice in the amount of \$45,901.76 subject to funding agency concurrence. Motion was seconded by John Trujillo – All in favor.

- **Town of Miami** – Mark Ipson provided an overview of the Town of Miami pay application in the amount of \$1,000.00 for ADEQ fees for the Phase 1A project. The two-year time period provided by ADEQ for the Phase 1A project construction has expired, and as such, ADEQ requires that the review fee be paid again prior to its issuing the discharge authorization for the influent pump station. Mr. Ipson noted that the previous \$11,000 payment to ADEQ was for the Phase 2 ADEQ fee, which similarly had exceeded the 2-year period allowed by ADEQ for construction. Motion was made by Jerry Barnes to recommend to the Town Council approval of the pay application in the amount of \$1,000.00 subject to funding agency concurrence. Motion was seconded by John Trujillo – All in favor.
- **Curtis, Goodwin, Sullivan, Udall, and Schwab** – An invoice in the amount of \$1,313.76, for legal services related to the acquisition of easements, was reviewed. The majority of the work fell under Phase 2, so it will be submitted to USDA. After review, a motion was made by John Trujillo to recommend to the Town Council approval of the invoice in the amount of \$1,313.76 subject to USDA concurrence. Motion was seconded by Ray Webb – All in favor.

c. AMEC Contract Amendment No. 24

- This contract amendment, in the amount of \$282,392.00, is for the extension of Construction Management services, including Resident Project Representative (RPR) and Resident Engineer (RE) services, for the completion of the Phase 2 construction project. It also includes Program Management (PM) services for the next 11 months.
- Mark Ipson provided an overview of this Contract Amendment. When Phase 1 was ready for construction, USDA asked that the Town to revise its contracts so that it would have a single consultant. AMEC's Contract Amendment No. 10 was prepared to satisfy this request, and HilgartWilson (previously under ADM's contract), became a subconsultant to AMEC. At that time, money for the Phase 2 RPR, RE, and Program Management services was also taken out of the contract per USDA's request.
- Contract Amendment No. 24 is for the Phase 2 RPR, RE, and PM services. It is based on similar assumptions as Contract Amendment No. 10, with slight modifications as outlined in Tasks 1 and 2. These include an increase in RPR services from 39 hours/week at 4 weeks/month to 50 hours/week at 4.33 weeks/month, and an increase in the RE services from 35 hours/month to 40 hours/month. As noted under Task 2, these increases result from the anticipation that Phase 2 will involve more day to day disruption and complications associated with utility conflicts and disturbances than Phase 1. Jerry Barnes asked if this Contract Amendment had been run by USDA. Mr. Ipson responded that he believed it had.
- Discussion was held regarding several questions the WWAB members had about the Contract Amendment. John Trujillo noted that the first paragraph in the Contract Amendment states that Contract Amendment No. 10 included Phase 1A/1B services plus 4 months of Phase 2 services, which would overlap with the Phase 1A/1B services. Mr. Trujillo also asked that if a portion of the Phase 2 services was included in Contract Amendment No. 10, why did Contract Amendment No. 10 only assume the lower man-hour assumptions for Phase 2 (39 hours/week at 4 weeks/month), and not the higher assumptions (50 hours/week at 4.33 weeks/month) that are now being requested for Phase 2 as part of Contract Amendment No. 24? He also asked for AMEC's justification for increasing the assumptions. Mr. Barnes and Mr. Webb also asked why AMEC is now assuming

more time than was originally shown in Contract Amendment No. 10. Mr. Ipson explained that AMEC anticipates the RPR and RE will need to be in the field more during Phase 2 than was required for Phase 1. Mr. Ipson also pointed out that Contract Amendment No. 24 identifies \$123,250 that is remaining from the original Contract Amendment No. 10 RPR services, which has been deducted from the Contract Amendment No. 24 amount. Additional discussion was held about the assumptions made in AMEC's Contract Amendment No. 10 and in Contract Amendment No. 24. Contract Amendment No. 10 assumed a 12-month period of performance, including a 4-month overlap of Phases 1A/1B and Phase 2. However, in the end, the Phase 2 improvements were delayed due to lack of USDA funding, so there was not an overlap, and Phase 1A/1B did not run concurrently with Phase 2. Although Phase 2 did not move forward, the RPR still had to be up in Miami for Phase 1A/1B. He did not need to be in Town for as long of a time during each visit as he would have been if Phase 2 was being constructed concurrently, but the same travel time was still required for each visit. Furthermore, the Ph. 1A/1B went longer than originally projected.

- Mr. Barnes noted that when the Town signed Contract Amendment No. 10, HilgartWilson's contract was amended to provide PM services. Mr. Barnes asked if Contract Amendment No. 24 is amending HilgartWilson's contract, as well. Mr. Ipson noted that Contract Amendment does include Phase 2 PM services for the next 11 months.
- Jerry Barnes indicated that he felt that the approximate \$300,000 price is a lot of money for the RPR and PM services for Phase 2. He and the other WWAB members indicated that they want to see additional information and clarification prior to approving the Contract Amendment.
- The members of the WWAB asked for a spreadsheet with more information and additional clarification to be submitted. Specifically, John Trujillo requested additional information on why AMEC now believes that the complications/disruption associated with Phase 2 now require more time (50hrs/wk, 4.33 wks/month) than originally shown in Contract Amendment No. 10 (39hrs/wk and 4 wks/month). Jerry Barnes requested to see a better breakdown of the numbers and costs for the PM services assumed in Contract Amendment No. 10 and Contract Amendment No. 24. Mr. Ipson will have AMEC revise the Contract Amendment description to provide additional clarity, will provide a spreadsheet that clarifies the numbers, and will also provide the WWAB members with a copy of Contract Amendment No. 10 for reference.
- John Trujillo motioned to table Contract Amendment No. 24 until the WWAB receives and reviews the additional requested information. Seconded by Ray Webb. All in Favor.

d. AMEC Contract Amendment No. 25

- This contract amendment, in the amount of \$14,375.00, is for AMEC's assistance with the easement acquisition process for Phases 3, 4, and 5.
- Mr. Ipson noted that for Phase 2, Town staff completed the work of coordinating with AMEC, the legal team, the title company, the landowners themselves, and with others. However, due to limited Town staff availability, the process was lengthy. In order to minimize the length of time for obtaining the Phase 3-5 easements, account for the limited availability of Town staff to complete the work associated with easement acquisitions, and minimize the number of people that have to be involved in the easement acquisition process, the Town asked AMEC to prepare this

contract amendment to assist the Town with the easement acquisitions for Phases 3-5. When this amendment was initially prepared, AMEC assumed a total of 87 easements, and the number of easements has since been reduced. This contract amendment will be billed on a time and materials basis. It includes up to 120 hours of AMEC's time, and up to 100 hours for a local consultant to approach and coordinate directly with the landowners. Having this local person, who is already familiar with the area and the Town's residents, involved in the face-to-face interaction will benefit the Town in the easement acquisition process. Jerry Barnes requested that the project team submit the local consultant's resume to the WWAB for Town to review and approval, as that individual will be representing the Town.

- Jerry Barnes motioned to approve Contract Amendment No. 25. Ray Webb seconded the motion - All in favor.

V. Adjournment:

- Ray Webb motioned to adjourn the meeting. John Trujillo seconded the motion – All in favor. The meeting was adjourned at 5:08 p.m. Prior to adjourning the meeting, it was noted that the next WWAB meeting would be rescheduled due to conflicts with other meetings. Mark Ipson and Paul Curzon will coordinate to identify the next WWAB meeting date.