



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA12-111**

1. Agenda Item Number:

21

2. Council Meeting Date:
February 23, 2012

TO: MAYOR & COUNCIL

3. Date Prepared: February 6, 2012

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Award a Project Agreement to Wilson Engineers for Appleby Well Equipping/Iris Well Site Improvements Construction Management Services, Project No. WA0808-452, in an amount not to exceed \$161,180.

6. RECOMMENDATION: Staff recommends Council award a Project Agreement to Wilson Engineers for Appleby Well Equipping/Iris Well Site Improvements Construction Management Services, Project No. WA0808-452, in an amount not to exceed \$161,180.

7. BACKGROUND/DISCUSSION: New wells are needed to meet potable water demands during peak periods and as a backup source during surface water shortages. This contract is for equipping of the Appleby Well site located at the northwest corner of Appleby Road and Lindsay Road intersection. Construction will include installation of a well pump, chlorination equipment, and miscellaneous equipment. This contract includes the construction of a perimeter wall and exterior landscaping for the Iris Well site located on the west side of Gilbert Road just north of Ocotillo Road.

Construction management services include construction meeting coordination, submittal review and approval, response to requests for information, certify quantity and contractor payment verification, field inspections, developing an O&M manual, start-up assistance, training, programming assistance, record maintenance, Maricopa County approval of construction, Quality Assurance Testing, and preparation of as-builts. Well construction is 270 days to final completion.

8. EVALUATION: On May 26, 2011 Council approved an annual contract, EN1003-101, to Wilson Engineers for Annual Permitting, Study, and Design services for Water/Wastewater Facilities. Staff reviewed the scope of work, billing rates, and total fee for this project, compared them to historical costs, and determined they are reasonable.

9. FINANCIAL IMPLICATIONS:

Cost: \$161,180

Savings: N/A

Long Term Costs: N/A

Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name</u>	<u>CIP Funded</u>	<u>Amount</u>
601.3820.5219.6WA034	Water Bond	Well Construction/Rehabilitation	Yes	\$161,180

10. PROPOSED MOTION: Move to award a Project Agreement to Wilson Engineers for Appleby Well Equipping/Iris Well Site Improvements Construction Management Services, Project No. WA0808-452, in an amount not to exceed \$161,180, and authorize the Mayor to sign the contract documents.

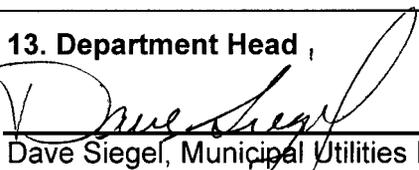
ATTACHMENTS: Location Map, Project Agreement

APPROVALS

11. Requesting Department


John Knudson, Utilities Engineering Manager

13. Department Head ,


Dave Siegel, Municipal Utilities Director

12. City Engineer


Sheina Hughes, City Engineer

14. City Manager


Rich Dlugas

**PROJECT AGREEMENT
PURSUANT TO ANNUAL CONTRACT NO. EN1003-101**

AGREEMENT NO: WA0808-452

This AGREEMENT is made this ____ day of _____ 2012, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and Wilson Engineers, LLC, registered in the state of Arizona (hereinafter referred to as "Annual Consultant") and is a project agreement entered into pursuant to Annual Contract No. EN1003-101.

CITY and Wilson Engineers, LLC, in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1. DESCRIPTION OF WORK

This project is Appleby Well Equipping/Iris Well Site Improvements Construction Management Services, Project Number WA0808-452. The scope of work consists of construction management services for Appleby Well Equipping/Iris Well Site Improvements, all as more particularly set forth in Exhibit A attached hereto and incorporated herein by reference.

The Annual Consultant shall not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract amendment and signed by the Contract Administrator.

ARTICLE 2. CONTRACT PRICE

CITY shall pay Annual Consultant for completion of the Work in accordance with the Contract Documents a fee not to exceed One Hundred Sixty One Thousand One Hundred Eighty Dollars (\$161,180) determined and payable as set forth in Annual Contract EN1003-101 and Exhibit B attached hereto and made a part hereof by reference.

ARTICLE 3. CONTRACT TIME

The contract time is Two Hundred Seventy days and Annual Consultant agrees to complete all work within Two Hundred Seventy (270) days of the date CITY issues a Notice to Proceed.

ARTICLE 4. GENERAL

This Project Agreement is entered into pursuant to Annual Contract No. EN1003-101 and the terms and conditions contained therein are incorporated herein by reference as if set forth in full.

ARTICLE 5. ARIZONA PROCUREMENT LAW

Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Consultant hereby warrants to the City that the Consultant and each of its subcontractors ("Subconsultants") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty (Exhibit C) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

The City retains the legal right to inspect the papers of any Consultant or Subconsultant employee who works on this Contract to ensure that the Consultant or Subconsultant is complying with the Contractor Immigration Warranty. The Consultant agrees to assist the City in the conduct of any such inspections.

The City may, at its sole discretion, conduct random verifications of the employment records of the Consultant and any Subconsultant to ensure compliance with Contractors Immigration Warranty. The Consultant agrees to assist the City in performing any such random verifications.

The provisions of this Article must be included in any contract the Consultant enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a consultant or subconsultant. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

In accordance with A.R.S. §35-393.06, the Consultant hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391.06, the Consultant hereby certifies that the offeror does not have scrutinized business operations in Sudan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

This Agreement will be effective on this _____ day of _____, 2012.

CITY OF CHANDLER

FOR THE ANNUAL:

MAYOR DATE:

By: Steve Todd
Title: PRINCIPAL

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 86244-4008
480-782-3307

ADDRESS FOR NOTICE
Mr. Steve Todd
Wilson Engineers
9833 S. 48th St., Ste. 290
Phoenix, AZ 85044-5658

APPROVED AS TO FORM:

Phone: 480-893-8880
Fax: 480-893-8998

City Attorney By: [Signature]

ATTEST:

City Clerk

**EXHIBIT A
SCOPE OF WORK**

SECTION 100 - GENERAL

This Scope of Services describes Engineering Services to be provided by Wilson Engineers (ENGINEER) for the City of Chandler (OWNER). The engineering services to be provided under this Scope of Services shall include services related to the construction, start-up, and post-construction warranty phases of the Appleby Well Equipping and the Iris Site Improvements Project. The work to be performed for the project consists of the following four types of services:

- 1) Project administration services during construction, Section 200
- 2) Engineering services during construction, Section 300
- 3) Resident services during construction, Section 400
- 4) Special services, Section 500

The level of effort associated with these tasks is included in enclosed spreadsheet.

Engineering services are to be provided throughout the duration of construction and start-up, which is defined in the construction contract documents as eight (8) months. Construction contract documents (construction documents) are defined as the agreement, general conditions, supplemental conditions, drawings, standard details, specifications, addendum, and executed change orders prepared for construction of the project.

SECTION 200 - PROJECT ADMINISTRATION SERVICES DURING CONSTRUCTION

Task 210 - Representation on Behalf of OWNER

The ENGINEER shall consult with and advise OWNER and act as its representative during construction. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned herein shall not be modified, except as ENGINEER may otherwise agree in writing. OWNER instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in this Scope of Services except as otherwise provided in writing.

ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor, unless otherwise specified in the construction documents or the safety precautions and programs incident to the work of Contractor. ENGINEER's efforts shall be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor will conform to the Contract Documents, but ENGINEER shall not be responsible for the failure of Contractor to perform the work in accordance with the construction documents.

On the basis of periodic on-site examination of materials, equipment, and workmanship, ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the construction documents.

This task shall include the following items:

1. **Conduct Pre-construction Conference:** The ENGINEER shall conduct a pre-construction conference. At the conference, the ENGINEER shall identify field services to be provided by the ENGINEER and discuss appropriate coordination procedures. The ENGINEER shall prepare an agenda for the meeting and shall prepare and distribute the meeting minutes.

2. Provide construction administration, quality control, and coordination: The ENGINEER shall provide construction administration and quality control services during the course of the project to assure that the overall technical correctness of the construction phase services and that specified procedures are being followed and that the ENGINEER's schedules are being met. The ENGINEER shall provide coordination functions during the construction phase as follows:
 - A. Hold coordination meetings with the OWNER and Contractor.
 - B. Coordinate with regulatory and approving agencies and utilities as required.
 - C. Coordinate the work of specialty subconsultants assigned to the project.
3. Provide project documents: The ENGINEER shall maintain and provide the following detailed project records and documentation during the construction phase:
 - A. The project records shall include correspondence, schedules, submittals, test data, project data, payments, change orders, meeting minutes, clarifications, mark-ups of drawings and specifications, digital control system documentation and other such documentation. Project records shall be delivered to the OWNER's representative upon completion of the construction contract. Records shall be maintained under Section 400 at the ENGINEER's Office.
 - B. A status report for the construction contract shall be provided under Task 440.

Task 215 - Administer the Construction Schedule

The ENGINEER's opinions concerning the various scheduling documents of Task 215 produced or used by the Contractor are for information and are not controlling on the Contractor. It is the Contractor's responsibility to continue to exercise its independent judgment concerning means, methods and sequences of construction it employs. The Contractor remains solely responsible for meeting contract time(s) given in the construction documents.

1. Review progress schedule: The ENGINEER shall review and critique the Contractor's progress schedule in accordance with the construction documents. The ENGINEER shall examine the work sequence, durations, interim milestones, and other appropriate scheduling features in accordance with the requirements of the construction documents. The ENGINEER shall prepare a summary of the review comments and shall meet and discuss the schedule comments with the Contractor and the OWNER's representative.
2. Review progress schedule updates: The ENGINEER shall review the Contractor's progress schedule updates to the construction schedule in accordance with the construction documents. The ENGINEER shall perform a review of progress accomplished during the period and compare to planned schedule and discuss significant discrepancies with the Contractor. The ENGINEER and Contractor shall establish, based on the data, the percent of project completion. ENGINEER shall meet with Contractor on monthly basis to review and update the schedule data. Based upon the schedule update, the ENGINEER shall recommend processing progress payments. The primary performance of the task will be performed under Task 400.

Task 220 - Perform Site Visits

The ENGINEER's design staff shall make site visits appropriate for the type of construction at periods appropriate to the various stages of construction to observe, as an experienced and qualified professional, the progress and quality of the executed work of Contractor and to determine in general, if such work is proceeding in accordance with the design intent. The ENGINEER's site visits shall support the inspection needs and requirements established by the OWNER's Development Services Department.

Task 230 - Review Shop Drawings and Test Results

The ENGINEER shall receive, review, evaluate, and distribute shop drawings, samples, test results, and other data which Contractor is required to submit. The ENGINEER's review shall only be for conformance with the design concept of the Project and compliance with the information given in the construction documents. Such review or other action shall not extend to means, methods, sequences, techniques or procedures of construction selected by Contractor, or to safety precautions and programs incident thereto. The ENGINEER shall receive and review (for general contents as required by the construction documents) maintenance and operating schedules and instructions, operation and maintenance manuals, guarantees, bonds and certificates of inspection which are to be assembled by Contractor in accordance with the construction documents.

As part of this task, the ENGINEER shall maintain a submittal log showing dates of submittal, transmittal action to other subconsultants, dates of return and review action. Copies of the log shall be furnished to the OWNER and the Contractor monthly. The ENGINEER shall also evaluate the Contractor's request for substitutions. Submittal review efforts are based upon a maximum of two (2) reviews per submittal and that no more than fifty percent (50%) of the total number of first submittals will require two (2) reviews. The level of effort for this task is based upon receiving 65 shop drawing submittals.

Task 240 - Issue Interpretations and Clarifications

The ENGINEER shall issue the OWNER's instructions to Contractor; issue necessary interpretations and clarifications of the construction documents; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the construction documents and judge of the acceptability of the work thereunder, and make decisions on claims of the OWNER and the Contractor relating to the acceptability of the work or the interpretation of the requirements of the construction documents pertaining to the execution and progress of the work. The ENGINEER shall render interpretations or decisions in good faith and in accordance with the requirements of the construction documents.

The ENGINEER shall respond to the OWNER's representative and/or Contractor to clarify and/or interpret technical, design related questions. Routine technical interpretations shall be responded to under Task 400. The ENGINEER will assist the OWNER, as required, in resolution of these issues. The ENGINEER shall respond to issues raised during construction regarding interpretation and clarification of the contractual administrative and technical requirements of the construction documents. This level of effort is based upon receiving 30 RFIs.

Task 250 - Certify Progress Payments

The ENGINEER shall approve the Contractor's schedule of values after the necessary adjustments made by the Contractor. The monthly schedule update, schedule of values established by the Contractor's bid proposal on the project, in combination with the ENGINEER's field observations, and the progress schedule shall be used by the ENGINEER to determine the appropriateness of the Contractor's request for payment.

Based on ENGINEER's on-site observations, as an experienced and qualified professional, and on review of applications for payment and the accompanying data and schedules, the ENGINEER shall determine the amounts owing to Contractor and recommend in writing payments to Contractor in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the construction documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of subsequent tests called for in the construction documents, and to qualifications stated in the recommendation), and that payment of the amount recommended is due Contractor.

Task 260 - Substantial Completion and Final Acceptance Inspection

Following notice from the Contractor, the ENGINEER shall conduct an inspection to determine if the project or the work associated with interim milestones is substantially complete in accordance with the construction documents. If the ENGINEER considers the work substantially complete, the ENGINEER shall deliver to the OWNER and the Contractor the Certificate of Substantial Completion and the punch list, the date for completion of the punch list, and recommend the division of responsibilities between the OWNER and the Contractor.

Upon recommendation of Substantial Completion, the ENGINEER shall complete the Approval of Construction Application and Engineer's Certificate of Completion and submit to the Maricopa County Department of Environmental Services (including the required bacteria and pressuring testing results). The Engineer shall also conduct a site visit with a representative of the Maricopa County Department of Environmental Services. The intent of this site visit will be to allow the County to review the facility prior to issuing the Approval of Construction Certificate.

The ENGINEER shall, upon completion of the punch list items, make final inspection to determine if the finished work has been completed to the standard required by the construction documents, and Contractor has fulfilled the obligations thereunder so that ENGINEER may recommend, in writing, final payment to Contractor and may give written notice to OWNER and the Contractor that the work is acceptable, subject to conditions therein expressed.

ENGINEER shall not be responsible for the acts or omissions of the Contractor, or subcontractor, or any of the Contractor's or subcontractor's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor's work; however, nothing contained in Tasks 210 through 260, inclusive, shall be construed to release ENGINEER from liability for errors or omissions in the performance of ENGINEER's duties in accordance with this scope of services.

SECTION 300 - ENGINEERING SERVICES DURING CONSTRUCTION

Task 320 - Changes

The ENGINEER shall perform services in connection with change orders to reflect changes requested by OWNER or Contractor, for evaluating substitutions proposed by Contractor, and in making revisions to drawings and specifications occasioned thereby, and resulting from significant delays, changes or price increases occurring as a direct or indirect result of material or equipment shortages. Changes and substitutions shall be limited to the scope of the project as defined by the construction documents or additional work as may be requested by the OWNER.

Task 330 -Material Testing

The ENGINEER shall review the testing results and inform the CONTRACTOR as to its compliance with the contract documents. These services will be provided by RAMM.

Task 340 - Record Drawings

Prepare a set of reproducible record drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER has sufficiently reviewed for accuracy and completeness. One (1) set of reproducible record drawings will be provided. Record drawing information may be reproduced by computer aided methods (CAD). The record drawings shall be provided on 4-mil mylar as required by the City of Chandler.

Task 350 - Operation and Maintenance Manual

During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed.

Prepare an operating and maintenance manual in accordance with the intent of design and the manufacturer's requirements. The manual will be a compilation of the manufacturers operating and maintenance instructions as submitted by the Contractor. A draft manual shall be submitted on or about 50 percent completion of the construction work; a 90 percent complete draft manual shall be submitted on or about 80 percent construction completion; and a final manual shall be submitted within 30 days following substantial completion.

SECTION 400 – FIELD INSPECTION SERVICES DURING CONSTRUCTION

The Field Inspector will be furnished and will act as directed by ENGINEER, in order to assist ENGINEER in observing performance of the work of the Contractor. Through increased on-site observations of the work in progress and field checks of materials and equipment by the Field Inspector, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor; but the furnishing of such Field Inspector will not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Contractor failure to perform their work in accordance with the construction documents.

Except upon written instructions, the Field Inspector:

1. Shall not authorize deviations from the construction documents or approve substitute materials or equipment which may impact cost, time or design intent without approval from the OWNER.
2. Shall not undertake the responsibilities of Contractor, subcontractors or Contractor's superintendent, or expedite the work.
3. Shall not advise on or issue directions relative to the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the construction documents.
4. Shall not advise on or issue directions as to safety precautions and programs in connection with the work.
5. Shall not authorize OWNER to occupy the project in whole or in part.

The Field Inspector, as the ENGINEER's agent, will act as directed by and under the supervision of the ENGINEER, and will confer with the ENGINEER. Field Inspector's dealings in matters pertaining to the on-site work shall in general be only with ENGINEER and Contractor, and dealings with subcontractors shall only be through or with the full knowledge of Contractor. Written communication with OWNER will be only through or as directed by ENGINEER, and may be through the Field Inspector.

Task 401 - Schedules

Review the progress schedule, schedule of Contractor's submissions and schedule of values prepared by Contractor, and consult with ENGINEER concerning their acceptability.

Task 405 - Conferences

Conduct pre-construction conferences and construction progress meetings. Prepare and distribute minutes of such meetings. Construction conferences will be held no more than once every other week during the course of construction.

Task 415 - Shop Drawings and Samples

Submittals, which are furnished by the Contractor, shall be received and reviewed as defined in Task 230.

The Field Inspector will advise CONTRACTOR prior to the commencement of work requiring a shop drawing or sample submission if the submission has not been approved by ENGINEER.

Task 420 - Inspection of Work, Rejection of Defective Work, and Review of Tests

1. Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is proceeding in accordance with the construction documents and that completed work conforms to the Construction Documents.
2. Report to ENGINEER whenever it is believed that work is unsatisfactory, faulty or defective or does not conform to the construction documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment; and advise ENGINEER when it is believed work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
3. Verify that tests, equipment and systems start-up and operating and maintenance instructions are conducted as required by the construction documents and in presence of the required personnel, and that Contractor maintains required records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
4. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to ENGINEER.

Task 435 - Records

1. The ENGINEER shall maintain orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original construction documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the construction documents, progress reports, and other Project related documents.
2. The Field Inspector shall prepare daily reports (based on the times he is on site) recording the Contractor's work performed on the job site, major construction equipment on-site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, on-site equipment, subcontractors on-site, observations in general and specific observations in detail as in the case of observing test procedures. Send copies to ENGINEER.
3. The Field Inspector shall record names, addresses and telephone numbers of the Contractor, subcontractors and major suppliers of materials and equipment.
4. The Field Inspector shall maintain notes to be capable of cross-referencing the Contractor's record drawing information for accuracy and completeness.
5. The ENGINEER shall receive, review and process inspection reports prepared by the Field Inspector.
6. The ENGINEER will maintain a file of construction photographs to be submitted by the Contractor in accordance with the construction contract documents.

Task 440 - Reports

1. Each month, the Field Inspector shall furnish ENGINEER and OWNER the project progress meeting minutes (as the construction contract status report) describing the progress of the work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
2. The Field Inspector shall consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the work.
3. The Field Inspector shall report to ENGINEER at the time of an occurrence of any accident.

Task 445 - Payment Application

The Field Inspector shall review applications for payment as described in Task 250 with Contractor for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

Task 455 - Substantial Completion/Final Acceptance

1. The Field Inspector shall assist ENGINEER in the completion of the Substantial Completion and Final Acceptance tasks as described in Task 260.
2. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction in accordance with the requirements of the construction documents.
3. After the Contractor has completed the work of the list of Subtask 455.2 and upon request of the Contractor, Field Inspector shall conduct final inspection in the company of ENGINEER, OWNER and Contractor. Prepare a final list of items to be completed or corrected in accordance with the requirements of the construction documents.
4. After the Contractor has completed the work of the final list of Subtask 455.3 and upon written notice from the Contractor, review and determine that items on the final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

SECTION 500 - SPECIAL SERVICES

Task 510 - Warranty

The ENGINEER shall provide services after completion of the construction phase, such as inspections during the 12-month guarantee/warranty period, reporting observed discrepancies under guarantees called for in the construction documents, and provide assistance for resolution of defects to be corrected under warranty.

Task 515 - Start-up Assistance

Start-up services shall be sufficient to transfer finished work from a construction status to operating, functional system(s). Such services may include review of contractor's start-up plan, prepare and coordinate a start-up plan and procedures for City personnel use, supervise during start-up procedures, and assist City personnel during a period of initial operation.

Task 530 - Training

The ENGINEER shall review Contractor's training plan and instruction materials for compliance with construction documents. Contractor or Manufacturer training presentations shall be scheduled and coordinated with the City's personnel and facility operation. ENGINEER shall provide instruction to City personnel on the project objectives, design intent, and system operational procedures.

Task 550 Materials Testing Allowance

Ricker, Atkinson, and McBee Mormon (RAMM) will provide material testing services (compaction testing and concrete testing) as required to confirm the CONTRACTOR's compliance with the construction contract documents. Use of this allowance shall only be as authorized by the City.

Task 555 Panel Construction Related Services Support

The ENGINEER shall provide assistance to the CONTRACTOR for developing and constructing the RTU panel per the contract drawings. This scope covers Instrumentation & Controls Engineering time to confirm, and coordinate the controls installation as anticipated by the Contract documents. These tasks

have been removed from contractor responsibility within the contract design approach. The ENGINEER shall:

- Review, revise and coordinate the control schematics as required with the CONTRACTOR.
- Witness the Factory Acceptance Test of the completed panel.
- Provide commissioning services related to the construction and installation of the RTU Panel.
- Provide As-built drawings of the panel schematics to match field installation.

The contract documents will be used as the basis for the project record drawings (Task 340). The RTU construction related services effort is further summarized in the Expense Summary.

Task 565 Programming and Graphics Configuration Assistance

The ENGINEER shall provide assistance to the Control System Integrator for programming of the SCADA System and configuration of graphics for the operator interface. The ENGINEER shall review and coordinate new graphic screens with the CITY/OWNER and the CONTRACTOR. The ENGINEER shall also coordinate programming data that must be determined in the field, such as alarm set-points, PID tuning parameters, and control set-points. The ENGINEER shall coordinate with the programmers and be available during these site visits to facilitate installation and testing of the new SCADA programming.

****NOTE:** *The actual programming services will be provided by Jensen Systems. The scope of services associated with the programming and graphic configuration effort is attached in Expense Summary.*

**EXHIBIT B
FEE SCHEDULE**

I. LABOR SUMMARY									
TASK No.	TASK DESCRIPTION	Wilson Engineers Staff Hours					TOTAL HOURS	Wilson Labor COST	
		Senior Project Manager \$ 180	Project Engineer \$ 125	Construction Observer \$ 115	CADD Tech \$ 70	Designer \$ 65			
SECTION 300 - PROJECT ADMINISTRATION SERVICES DURING CONSTRUCTION									
210	Representation on Behalf of City	10	30				40	\$ 5,550	
215	Administer the Construction Schedule	4	10				14	\$ 1,970	
220	Perform Site Visits	12					12	\$ 2,160	
230	Review Shop Drawings & Test Results	12	100			30	142	\$ 16,610	
240	Issue Interpretations & Clarifications	8	32			16	56	\$ 6,480	
250	Certify Progress Payments	8	12				20	\$ 2,940	
260	Substantial & Final Completion	6	12				18	\$ 2,380	
	SUBTOTAL - PROJECT ADMINISTRATION	60	196	0	0	46	302	\$ 38,290	
SECTION 300 - ENGINEERING SERVICES DURING CONSTRUCTION									
320	Changes	8	16	12	24		60	\$ 6,500	
330	Material Testing		8	0			8	\$ 1,000	
340	Record Drawings	4	16	16	40		76	\$ 7,260	
350	Operations & Maintenance Manual	4	12			12	28	\$ 3,000	
	SUBTOTAL - ENGINEERING SERVICES DURING CONSTRUCTION	16	52	28	64	12	172	\$ 17,860	
SECTION 400 - RESIDENT ENGINEERING SERVICES DURING CONSTRUCTION									
401	Schedules	4	8	0			12	\$ 1,720	
405	Bi-weekly Conferences (20 total)	0	0	20		8	28	\$ 2,820	
415	Shop Drawings and Samples			12		12	24	\$ 2,160	
420	Inspection of Work, Rejection of Defective Work, and Review of Tests		36	360			396	\$ 45,900	
435	Records		12	24		16	52	\$ 5,300	
440	Reports		12	12		16	40	\$ 3,920	
445	Payment Applications	12	16	0		4	32	\$ 4,420	
455	Substantial Completion / Final Acceptance	4	6	12		8	30	\$ 3,370	
	SUB TOTAL - RESIDENT ENGINEERING	20	90	449	0	64	614	\$ 69,610	
SECTION 500 - SPECIAL SERVICES									
510	Warranty		4	4			8	\$ 960	
515	Startup Assistance	4	12	8			24	\$ 3,140	
530	Training	2	4	2			8	\$ 1,090	
550	Material Testing Allowance (See below in Expense Summary)						0	\$ -	
555	Panel Construction Services Related Support (See below in Expense Summary)						0	\$ -	
565	Programming / Graphics Configuration Assistance	4	4	4			12	\$ 1,680	
	SUBTOTAL - SPECIAL SERVICES	10	24	18	0	0	52	\$ 6,870	
	TOTAL - LABOR SUMMARY	106	362	486	64	123	1140	\$ 132,630	
II Expense Summary									
Item	Description	Amount	Unit	Unit Price	Total				
550	Materials Testing Allowance (RAMM - Materials Testing Sub)	1	LS	\$ 5,000	\$ 5,000				
	Jenson Systems (Instrumentation CRS Sub) - See attached	1	LS	\$ 4,950	\$ 4,950				
555	Jenson Systems (Panel Construction - Special Services) - See attached	1	LS	\$ 10,500	\$ 10,500				
565	Jenson Systems (Programming Sub - Special Services) - See attached	1	LS	\$ 8,100	\$ 8,100				
	TOTAL - EXPENSE SUMMARY				\$ 28,550				
III Total Labor and Expenses									
Item	Description	Total							
I	Labor Summary	\$ 132,630							
II	Expense Summary	\$ 28,550							
III	Total Fee	\$ 161,180							

EXHIBIT C

**Contractor Immigration Warranty
To Be Completed by Consultant Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the consultant and subconsultants with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

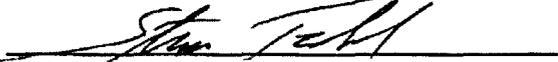
By completing and signing this form the Engineer/Annual Consultant shall attest that it and all subconsultants performing work under the cited contract meet all conditions contained herein.

Project Number: WA0808-452		
Name (as listed in the contract):		
Street Name and Number:		
City: Chandler	State: AZ	Zip Code:

I hereby attest that:

1. The Engineer/Annual Consultant complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subconsultants performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees; and
3. The Engineer/Annual Consultant has identified all consultant and subconsultant employees who perform work under the contract and has verified compliance with Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

Signature of Engineer/ Annual Consultant (Employer) or Authorized Designee:



Printed Name: STEVE TODD

Title: PRINCIPAL

Date (month/day/year): 2-2-12