Chandler · Arizona
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PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA12-139

1. Agenda Item Number: 26

2. Council Meeting Date: February 23, 2012

TO: **MAYOR & COUNCIL**

THROUGH: **CITY MANAGER**

3. Date Prepared: February 3, 2012

4. Requesting Department: Transportation & Development

5. SUBJECT: Approve a contract with Entellus for professional engineering and construction services for Gilbert Road (Queen Creek Road to Ocotillo Road) Construction Management Services, Project No. ST0809-454, in an amount not to exceed $273,444.

6. RECOMMENDATION: Staff recommends that Council approve a contract with Entellus for professional engineering and construction services for Gilbert Road (Queen Creek Road to Ocotillo Road) Construction Management Services, Project No. ST0809-454, in an amount not to exceed $273,444.

7. BACKGROUND/DISCUSSION: Professional engineering and construction services by the Engineer of Record are required for this important project to ensure the proposed potable water, reclaimed water, landscape irrigation, and sanitary sewer facilities are installed and tested per plan and specifications. This is required to obtain the necessary county Approvals of Construction. These services are also meant to supplement City inspection staff. Also included in this cost is quality assurance testing for subgrade, asphalt and new roadway bedding compaction. The general contractor is providing the quality control.

8. EVALUATION: City staff and Entellus, using previously agreed to hourly rates negotiated this fee and find it fair and reasonable in comparison to recently used rates and services.

9. FINANCIAL IMPLICATIONS:

Savings: N/A
Long Term Costs: N/A
Fund Source:

Acct. No.:	Fund Name:	Program Name:	CIP Funded:	Amount:
415.3310.6517.6ST596	Impact Fees	Gilbert Road (Queen Creek to Ocotillo Road)	Yes	$134,222
601.3820.5219.6WA110	Water Operate	Sys.Upgrd w/Street Proj.	Yes	$ 84,138
615.3910.5219.6WW332	WW Operating	WW Sys. Upgrd w/Strt Proj	Yes	$ 18,452
606.3910.5219.6WW192	Reclaimed Water	Effluent Reuse Trans. Main	Yes	$ 36,632

10. PROPOSED MOTION: Move that Council approve a contract with Entellus for professional engineering and construction services for Gilbert Road (Queen Creek Road to Ocotillo Road) Construction Management Services, Project No. ST0809-454, in an amount not to exceed $273,444.

ATTACHMENTS: Location Map, Contract

APPROVALS

11. Requesting Department

Bob Fortier, Capital Projects Manager

13. Department Head

R.J. Zeder, Transportation & Development Director

12. City Engineer

for

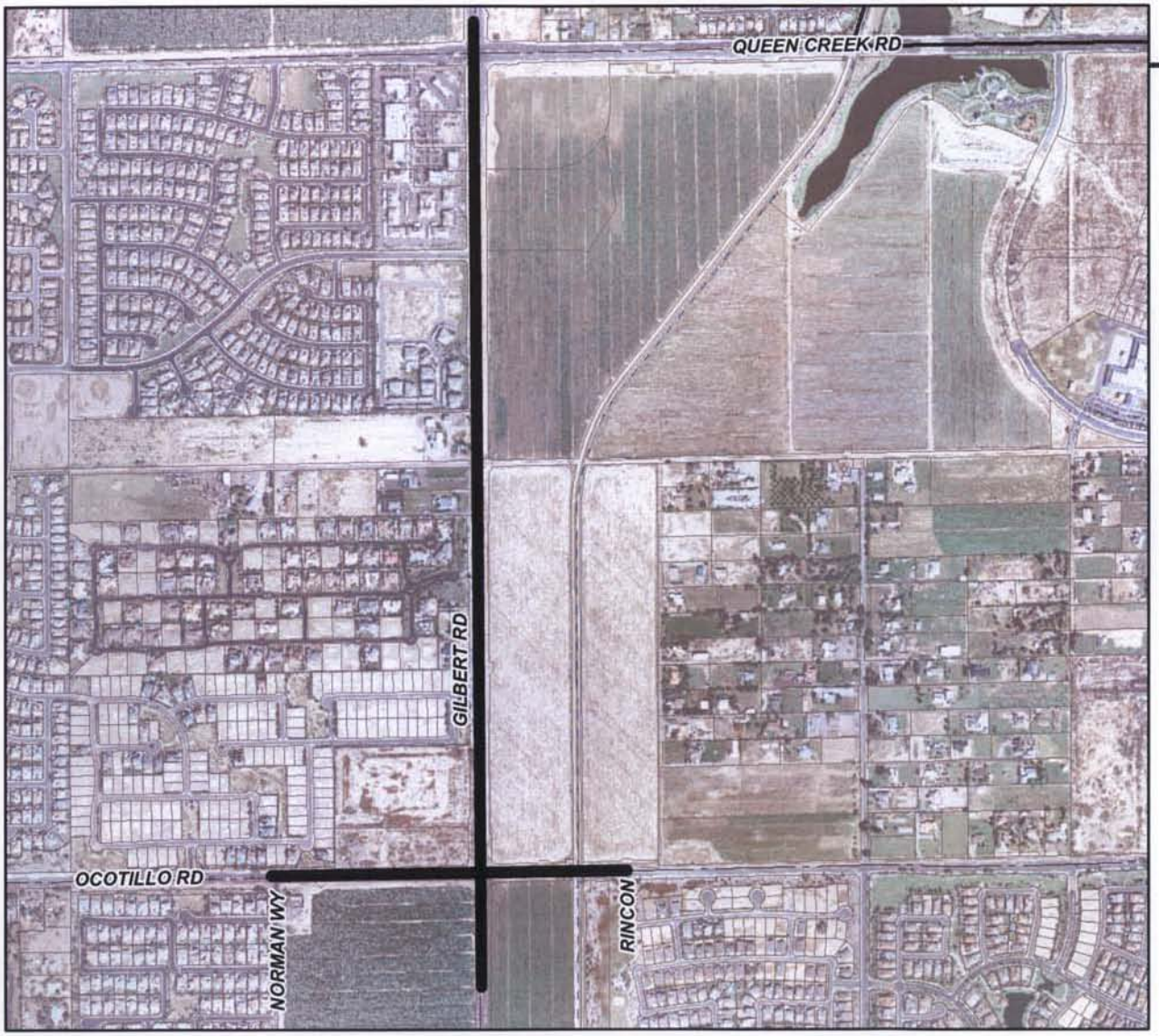
Sheina Hughes, City Engineer

14. City Manager

Rich Dlugas, City Manager

Chandler · Arizona

GILBERT RD. IMPROVEMENTS
QUEEN CREEK RD - OCOTILLO RD
PROFESSIONAL ENGINEERING CONSTRUCTION
PROJECT NO. ST0809-454



MEMO NO. CA12-139

PROJECT LIMITS

NTS

ChanGIS

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PROFESSIONAL SERVICES CONTRACT

Project Name: Gilbert Road (Queen Creek Road to Ocotillo Road) Construction Management Services
Project No. ST0809-454

THIS AGREEMENT is made and entered into this ____ day of _____, 2012, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and **Entellus, Inc., a Corporation of the State of Arizona**, hereinafter referred to as "CONSULTANT".

WHEREAS, the Mayor and City Council of the City of Chandler is authorized and empowered by provisions of the City Charter to execute contracts for professional services; and

WHEREAS, CONSULTANT represents that CONSULTANT has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATOR

1.1 To provide the professional services required by this Agreement CONSULTANT shall act under the authority and approval of City Engineer or designee, (the Contract Administrator), who shall oversee the execution of this Agreement, assist the CONSULTANT with any necessary information, audit billings, and approve payments. The CONSULTANT shall channel reports and special requests through the Contract Administrator.

1.2 CITY reserves the right to review and approve any/all changes to CONSULTANT'S key staff assigned to the CITY project by the firm during the term of this Agreement.

2. SCOPE OF WORK: CONSULTANT shall provide those services described in Exhibit A attached hereto and made a part hereof by reference.

3. ACCEPTANCE AND DOCUMENTATION: Each task shall be reviewed and approved by CITY to determine acceptable completion. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Agreement, shall be and remain the property of CITY and shall be delivered to CITY before final payment is made to CONSULTANT.

4. FEE SCHEDULE: For the services described in paragraph 2 of this Agreement, CITY shall pay CONSULTANT a fee not to exceed the sum of Two Hundred Seventy Three Thousand Four Hundred Forty Four Dollars ($273,444) in accordance with the fee schedule attached hereto as Exhibit B and incorporated herein by reference.

5. TERM: Following execution of this Agreement by CITY, CONSULTANT shall immediately commence work and shall complete all services described herein within Three Hundred Sixty Five (365) calendar days from the date hereof.

6. TERMINATION: CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, CONSULTANT shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subconsultants to cease such work. As compensation in full for services performed to the date of such termination, the CONSULTANT shall receive a fee for the percentage of services actually completed.

7. **TERMINATION WITH CAUSE**

"This Agreement may be terminated by CITY for cause should the CONSULTANT fail to perform any provision of this Agreement, including without limitation, for any of the following reasons:

(a) CONSULTANT abandons Work;
(b) CONSULTANT assigns or attempts to assign its rights or obligations under this Agreement or any part thereof to any third-party (without the prior written consent of CITY;
(c) CONSULTANT is adjudged bankrupt or insolvent, makes a general assignment for the benefit of creditors, has a trustee or receiver appointed for its property, or files a petition to take advantage of any debtor's act;
(d) CONSULTANT fails or refuses to perform any obligation under the Agreement, or fails to remedy such nonperformance within seven (7) days after its occurrence;
(e) CONSULTANT fails to comply with any applicable Laws and fails to remedy such nonperformance within seven (7) days after its occurrence;
(f) CONSULTANT fails to achieve the required dates for performance required pursuant to the Agreement.

The CITY'S right of termination for cause as set forth herein shall be in addition to, and not a limitation of, any and all other remedies available to CITY at law, in equity, or under the terms and provisions of this Agreement."

8. **INDEMNIFICATION:** To the fullest extent permitted by law, CONSULTANT shall defend, indemnify and hold harmless the City of Chandler, its agents, representatives, officers, directors, officials and employees, individually and collectively, (hereinafter CoC) from and against all losses, claims, damages, suits, actions, payments, judgments, demands, expenses and costs, including, but not limited to, attorney's fees, defense costs, court costs, and the cost of appellate proceedings, or actions of any kind and nature, wages or overtime compensation due employees in rendering service under this Contract and whether to any person or property, including natural resources and any claim made under the Fair Labor Standards Act or any other federal or state laws, related to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, work or services of the CONSULTANT, its employees, agents, or any tier of subconsultants in the performance of this Contract or of any other person for whose acts, errors, mistakes or omissions CONSULTANT may be legally liable, and from any claims or amounts arising or recovered under Workers' Compensation laws or any other law, bylaw, or ordinance, order or decree or any failure on the part of CONSULTANT, its agents, employees or representatives to fulfill CONSULTANT'S obligations under this Contract. IT IS THE INTENTION OF THE PARTIES to this contract that the CoC, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. The provisions of this paragraph shall survive termination of this Contract.

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

9. **INSURANCE REQUIREMENTS:** CONSULTANT shall provide and maintain the insurance as listed in Exhibit C attached hereto and made a part hereof by reference.

10. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.

11. **CONFLICT OF INTEREST:** CONSULTANT stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not

contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

Pursuant to A.R.S. Section 38-511, CITY may cancel this Agreement within three (3) years after its execution, without penalty or further obligation by CITY if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of CITY is, at any time while this Agreement is in effect, an employee of any other party to this Agreement in any capacity, or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement

12. ALTERNATE DISPUTE RESOLUTION

12.1 Alternative Dispute Resolution. The parties hereby agree that there shall be a sixty (60) day moratorium on litigation commencing on the day that a claim is filed by CONTRACTOR pursuant to A.R.S. § 12-821.01 during which time the parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.

12.2 Arizona Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

12.3 Jurisdiction and Venue. The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

12.4 Fees and Costs. Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

13. ARIZONA LAW: This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

14. REQUIRED COMPLIANCE WITH 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 ("Subcontractors") 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 D) 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 Subcontractor employee who works on this Contract to ensure that the Consultant or Subcontractor is complying with the Consultant 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 Subcontractors to ensure compliance with Consultants 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 subcontractor. 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.

15. NOTICES: All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this ____ day of _____ 2012.

CITY OF CHANDLER

_____
Department Head/Designee Date

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
Phone: 480-782-3307
FAX: 480-782-3355

APPROVE AS TO FORM

City Attorney by: _____

ATTEST:

_____
City Clerk SEAL

CONSULTANT

By: _____
Title: President

ADDRESS FOR NOTICE
Entellus, Inc.
8255 N. 44th St. #125
Phoenix AZ 85008
Phone: (602) 244-2566
FAX: (602) 244-8947

ATTEST: If Corporation
Patrice Miller
Secretary

EXHIBIT A
SCOPE OF WORK

GENERAL

CONSULTANT shall provide Engineer of Record and inspection services for the potable waterline, reclaimed waterline, sewer, Zone 2/1 Gilbert PRV, and reclaimed irrigation system improvements associated with the Gilbert Road Phase I and IA. The CONSULTANT shall also perform general construction administration services for the street improvement component of the project. (PROJECT).

The CONSULTANT will have day-to-day Engineer of Record responsibilities for the PROJECT and will provide overall inspection functions, as defined herein.

The engineering services to be provided under this scope of services shall include work related to the construction phases of this project. The work to be performed consists of five types of services:

1) Project administration services prior to mobilization,
2) Project administration services during construction,
3) Engineering services during construction,
4) Resident services during construction, and
5) Special services.

This Scope of Services will be performed during the construction phases of the Project. The duration of construction for the potable water, reclaimed water, sewer, PRV, and street improvements have not been reflected in a contractor's CPM schedule, rather we used our knowledge of the scope of work and our familiarity with production rates for wet utility crews and grading and paving crews to estimate the durations below.

Phase I – 283 work days
PRV – 24 work days
Phase IA – 101 work days

SECTION 100 - PROJECT ADMINISTRATION SERVICES PRIOR TO MOBILIZATION

Task 110 Pre-Construction Meetings

The CONSULTANT will attend one (1) pre-construction meeting.

Task 120 Review Preliminary Schedules

Not Applicable

Task 130 Establish Construction Field Office

Not Applicable

SECTION 200 - PROJECT ADMINISTRATION SERVICES DURING CONSTRUCTION

Task 210 Representation on Behalf of City

Not Applicable

Task 220 Site Visits by CONSULTANT

The CONSULTANT will make site visits at intervals appropriate to the various stages of construction as the CONSULTANT deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the water, sewer, and reclaimed

water aspects of the CONSULTANT 'S executed work. Based on information obtained during such site visits and observations, the CONSULTANT will evaluate as a representative for the CITY if the work is proceeding in accordance with the Contract Documents. CONSULTANT 'S efforts will be directed toward providing a greater degree of confidence for CITY that the completed work of CONTRACTOR will conform generally to the Contract Documents, but the CONSULTANT will not be responsible for the failure of CONTRACTOR to perform or furnish the work in accordance with the Contract Documents. On the basis of on-site examination of materials, equipment, and workmanship on CITY projects, the CONSULTANT will keep CITY informed of the progress of the work, will endeavor to guard CITY against defects and deficiencies in such work and may disapprove or reject work failing to conform to Contract Documents.

Task 230 Review Submittals and/or Shop Drawings

This task has been accounted for in the original roadway design contract under "post design services". It included submittal and shop drawing reviews for water, reclaimed water, sewer, and PRV submittals

The CITY will:

1. Make the final acceptance of material substitutions, value engineering suggestions upon the recommendation of the CONSULTANT.

Task 240 Issue Interpretations and Clarifications

Not Applicable

Task 250 Certify Progress Payments

Not Applicable

Task 260 Substantial and Final Completion Inspection

The CONSULTANT will conduct an inspection to determine if the PROJECT, or work associated with interim milestones is substantially complete in accordance with the contract documents. Any component of work, repair, testing, that prohibits the issuance of substantial completion shall be recorded on a punchlist which will be distributed to both the CITY AND CONTRACTOR. Upon successful completion of the punchlist items the CONSULTANT will issue a Certificate of Substantial Completion.

Upon final completion of all contracted utility work items the CONSULTANT shall perform a final inspection to determine if the finished work has been completed to the standard required by the Contract Documents, and that the CONTRACTOR has fulfilled all obligations thereunder so that the CONSULTANT may recommend, in writing, final payment to CONTRACTOR and may give written notice to CITY and the CONTRACTOR that the work is acceptable (subject to any conditions therein expressed).

The CONSULTANT 'S written notice of the PROJECT'S final completion does not make the CONSULTANT responsible for the acts or omissions of CONTRACTOR, or any of the CONTRACTOR'S subcontractors, agents, or employees or any other persons (except CONSULTANT'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 failure to properly perform duties in accordance with this scope of services.

SECTION 300 - ENGINEERING SERVICES DURING CONSTRUCTION

Task 310 Construction Staking and Survey Reference Points

Not Applicable

Task 320 Changes

Not Applicable

Task 330 Material Testing

The CONSULTANT will employ the services of an independent construction materials testing company to perform periodic quality assurance testing during construction. The CONSULTANT will also review the material testing results furnished by the contractor's QC construction materials testing consultant for conformance with the contract documents. CONSULTANT will notify CITY of any failing and/or problematic material testing results.

Task 340 Record Drawings

The CONSULTANT's field representative while on-site will verify that the contractor is accurately recording the as-built conditions on a field set of full size plans. The field representative will also have a rod and level available to spot check the elevations and horizontal locations of all vertical and horizontal pipe re-alignments in order to assist with the accuracy of the record drawings.

Task 350 Operation and Maintenance Manual

Not Applicable

SECTION 400 - INSPECTOR SERVICES DURING CONSTRUCTION

Task 401 Schedules

Not Applicable

Task 405 Conferences and Meetings

The inspector will attend periodic construction meetings to stay current with the progress of the contractor and any modifications that may have occurred during actual installation.

Task 410 Liaison

Not Applicable

Task 415 Shop Drawings and Samples

The Inspector will advise CONTRACTOR prior to commencement of work any activity that requires a shop drawing or activity whose shop drawing has not yet been approved by the CONSULTANT.

Task 420 Review of Work, Rejection of Defective Work, Inspections and Tests

Inspector shall conduct on-site observations of the work in progress to determine if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.

The Inspector shall report to CONSULTANT whenever it is believed that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made, or has been damaged prior to final payment; and advise CONSULTANT when the Inspector believes that work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

The Inspector will verify that tests, equipment and systems start-up, and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required

personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to CONSULTANT appropriate details relative to the test procedures and start-ups.

Task 425 Interpretation of Contract Documents

Not Applicable

Task 430 Changes

Not Applicable

Task 435 Records

Not Applicable

Task 440 Reports

Prepare daily reports recording Contractor's hours on the job site, weather conditions, list of visiting officials, daily activities, on-site equipment, subcontractors on-site, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to ENGINEER.

Maintain notes to be capable of verifying record drawing information for accuracy and completeness.

Task 445 Payment Application

Not Applicable

Task 450 Certificates, Operation and Maintenance Manuals

Not Applicable

Task 455 Substantial Completion

1) Before CITY issues a letter of acceptance, submit to CONTRACTOR a list of observed items requiring completion or correction.
2) Conduct final inspection in the company of ENGINEER, CITY and CONTRACTOR and prepare a final list of items to be completed or corrected.
3) Observe that all items on final list have been completed or corrected and make recommendation to ENIGNEER concerning acceptance.

Limitations of Authority

Except upon written instructions, ENGINEER'S Representative:

1) Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2) Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent, or expedite the work.
3) Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
4) Shall not advise on or issue directions as to safety precautions and programs in connection with the work.

5) Shall not authorize CITY to occupy the Project in whole or in part.

SECTION 500 - SPECIAL SERVICES

Task 510 Warranty

Not Applicable

Task 520 Start-Up Assistance

Except as described in the PRV scopes attached from DARcor and Jensen Systems.

Task 530 Training

Not Applicable

Task 540 Travel

ENGINEER shall submit reimburseable expenses related to mileage logged and ownership and maintenance costs incurred for the vehicles directly assigned to the project.

Task 550 Additional or Extended Services

Not Applicable

Task 560 Complete and Certify Maricopa County's Approval of Construction Application (AOC)

ENGINEER shall complete, certify, seal, and submit the applicable documents required to fulfill the requirements of Maricopa County's Approval of Construction Application for the waterline, reclaimed line, Zone 2/1 Gilbert PRV, sewer laterals, and the reclaimed landscape irrigation improvements.

SECTION 600 – FEE SCHEDULE

Task 600 Fee Schedule
ENGINEER shall be compensated for the work performed according to the attached fee schedule, Exhibit "B".

EXHIBIT B
FEE SCHEDULE

GILBERT ROAD: PHASE IA (OCTOTILLO ROAD) TOTAL ENGINEER OF RECORD FEES FOR WATER, RECLAIMED WATER, LANDSCAPE IRRIG., & SEWER	$60,713

Hour and Fee Proposal (60% date 11-22-11)

Entellus Project No. 615.055A

Estimated Duration/Scope			14	Estimated Work Days - Water	PRIN	PE	CM	RLS	URV CREV	INSPECTOR	ONST. EN	ENTELLUS LABOR	DESCRIPTION	Entellus Reimb.	Subtotal
Water	16	495	H2O serv	1											
Water	12		FH	3											
Water	6	122	TS&V	2	$165	$130	$118	$118	$125	$88	$72				
Water	8														
Water	24														
Task #		CONSTRUCTION PHASE - WATER													$9,616
110,405		Conferences and Meetings					1			2		$294	Mileage @ $0.555	$93	
230,415		Submittals and/or Shop Drawings (8 water related)					2				4	$524			
220,420		Site Visits and Review of Work, Inspection and Tests					4			55		$5,312	ompany Truck $15/hr	$855	
440		Reports					1			3		$419			
330		Material Testing					0.5					$59	SAECO - QA Testing		
260, 455		Substantial Completion, Final Inspection					1			2		$294			
340		Record Drawings - Field Capture & Office Drafting				1	1		4	4	4	$1,388	Printing Costs	$100	
560		Complete, Certify MCESD Approval of Construction					1			1	1	$278			
		TOTALS			0	1	12	0	4	67	9	$8,568		$1,048	
		% of Total			0.0%	1.1%	12.4%	0.0%	4.3%	72.6%	9.7%				

Estimated Duration/Scope			5	Estimated Work Days - Reclaimed	PRIN	PE	CM	RLS	URV CREV	INSPECTOR	ONST. EN	ENTELLUS LABOR	DESCRIPTION	Entellus Reimb.	Subtotal
Reclaim	12	660	2 Air Rel	1 & 50 LF of 2											
					$165	$130	$118	$118	$125	$88	$72				
Task #		CONSTRUCTION PHASE - RECLAIMED													$2,567
110,405		Conferences and Meetings								1		$88	Mileage @ $0.555	$23	
230,415		Submittals and/or Shop Drawings (3 reclaim related)					1			1	1	$278			
220,420		Site Visits and Review of Work, Inspection and Tests					1			20		$1,878	ompany Truck $15/hr	$300	
440		Reports										$0			
330		Material Testing										$0	SAECO - QA Testing		
260, 455		Substantial Completion, Final Inspection										$0			
340		Record Drawings - Field Capture & Office Drafting										$0	Printing Costs		
560		Complete, Certify MCESD Approval of Construction										$0			
		TOTALS			0	0	2	0	0	22	1	$2,244		$323	
		% of Total			0.0%	0.0%	2.2%	0.0%	0.0%	23.7%	1.1%				

EXHIBIT B (cont.)
FEE SCHEDULE

Estimated Duration/Scope:		3	Est. Work Days - Landscape/Irrig.	PRIN	PE	CM	RLS	URV CREW	INSPECTOR	ONST. EN	ENTELLUS LABOR	DESCRIPTION	Entellus Reimb.	Subtotal
Mobilize		770												
Pump		1		$165	$130	$118	$118	$125	$88	$72				
Task #		CONSTRUCTION PHASE - LANDSCAPE/IRRIG.												$1,407
110,405		Conferences and Meetings							1		$88	Mileage @ $0.555	$23	
230,415		Submittals and/or Shop Drawings (4 irrig. related)									$0			
220,420		Site Visits and Review of Work, Inspection and Tests							4		$352	ompany Truck $15/hr	$75	
440		Reports							1		$88			
330		Material Testing									$0	SAECO - QA Testing		
260, 455		Substantial Completion, Final Inspection							1		$88			
340		Record Drawings - Field Capture & Office Drafting				1			1	2	$350	Printing Costs	$0	
560		Complete, Certify MCESD Approval of Construction			0.5	1			1	1	$343			
		TOTALS		0	1	2	0	0	9	3	$1,309		$98	
		% of Total		0.0%	0.5%	2.2%	0.0%	0.0%	9.7%	3.2%				

Estimated Duration/Scope:		6	Estimated Work Days - Sewer	PRIN	PE	CM	RLS	URV CREW	INSPECTOR	ONST. EN	ENTELLUS LABOR	DESCRIPTION	Entellus Reimb.	Subtotal
General	X-ing	(5) City												
Sewer	Plugs	172		$165	$130	$118	$118	$125	$88	$72				
Sewer	12"													
Task #		CONSTRUCTION PHASE - SEWER												$3,199
110,405		Conferences and Meetings							1		$88	Mileage @ $0.555	$47	
230,415		Submittals and/or Shop Drawings (3 sewer related)								1	$72			
220,420		Site Visits and Review of Work, Inspection and Tests				1			15		$1,438	ompany Truck $15/hr	$255	
440		Reports							2		$176			
330		Material Testing									$0	SAECO - QA Testing		
260, 455		Substantial Completion, Final Inspection							2		$176			
340		Record Drawings - Field Capture & Office Drafting				0.5		4		2	$703	Printing Costs	$25	
560		Complete, Certify MCESD Approval of Construction				0.5			1	1	$219			
		TOTALS		0	0	2	0	4	21	4	$2,872		$327	
		% of Total		0.0%	0.0%	2.2%	0.0%	4.3%	22.6%	4.3%				

Estimated Duration/Scope:		75	Estimated Work Days - Streets	PRIN	PE	CM	RLS	URV CREW	INSPECTOR	ONST. EN	ENTELLUS LABOR	DESCRIPTION	Entellus Reimb.	Subtotal
Subgrade		C&G												
ABC	Striping	Medians												
Paving	Scuppers	Adjustments		$165	$130	$118	$118	$125	$88	$72				
Sidewalk														
Retentions		SW Ramps												
Task #		CONSTRUCTION PHASE - STREET IMPROVEMENTS												$38,123
110,405		Conferences and Meetings				11			11		$2,207	Mileage @ $0.555	$466	
230,415		Submittals and/or Shop Drawings (4 street related)									$0			
220,420		Site Visits and Review of Work, Inspection and Tests				16			263		$25,040	Company Truck $15/hr	$4,125	
440		Reports				5			20		$2,392			
330		Material Testing									$0	SAECO - QA Testing		
260, 455		Substantial Completion, Final Inspection				6			12	8	$2,340			
340		Record Drawings - Verify and Check Contractor As-building				4			10		$1,352	Printing Costs	$200	
560		Complete, Certify MCESD Approval of Construction									$0			
		TOTALS		0	0	42	0	0	316	8	$33,332		$4,791	
		% of Total		0.0%	0.0%	45.4%	0.0%	0.0%	339.8%	8.6%				

Task #		CONSTRUCTION PHASE - QA Testing	WATER	RECLAIMED	SEWER	IRRIGATION	STREET	TOTAL			
330		Material Testing - SAECO	$1,000	$900	$400	$200	$3,300	$5,800			$5,800
		% of Total	17.2%	15.5%	6.9%	3.4%	56.9%				

EXHIBIT B (cont.)
FEE SCHEDULE

GILBERT ROAD:
PHASE I PRV
(QUEEN CREEK TO OCTOTILLO)
TOTAL FEES FOR PRV

$31,840

Hour and Fee Proposal (seal date 12-2-11)
Entellus Project No. 615.055A

Estimated Duration/Scope			Estimated Work Days - PRV	PRIN	PE	CM	RLS	SURV CREW	INSPECTOR	CONST. ENG	ENTELLUS LABOR	DESCRIPTION	Entellus Reimb.	Subtotal
				$165	$130	$118	$118	$125	$88	$72				
Task #		CONSTRUCTION PHASE - PRV												$31,840
110,405		Conferences and Meetings									$0	Mileage @ $0.555	$93	
230,415		Submittals and/or Shop Drawings (12 PRV related)				2			6	8	$1,340			
220,420		Site Visits and Review of Work, Inspection and Tests				2			24		$2,348	Company Truck $15/hr	$420	
440		Reports				1			6		$646	DARcor -elec. post design	$14,260	
330		Material Testing				1			2		$294	Jensen - I & C post design	$9,675	
260, 455		Substantial Completion, Final Inspection				2			4	2	$732	SAECO - QA Testing	$700	
340		Record Drawings - Field Capture & Office Drafting				1		2	2	4	$832	Printing Costs	$150	
560		Complete, Certify MCESD Approval of Construction				1			1	2	$350			
		TOTALS		0	0	10	0	2	45	16	$6,542		$25,298	
		% of Total		0.0%	0.0%	13.7%	0.0%	2.7%	61.6%	21.9%				

EXHIBIT B (cont.)
FEE SCHEDULE

GILBERT ROAD:	$180,891
PHASE I (QUEEN CREEK TO OCTOTILLO)	
TOTAL ENGINEER OF RECORD FEES FOR WATER, RECLAIMED WATER, SEWER, AND LANDSCAPE IRRIG.	

Hour and Fee Proposal (seal date 12-2-11)

Entellus Project No. 615.055A

Estimated Duration/Scope			48	Estimated Work Days - Water	PRIN	PE	CM	RLS	SURV CREW	INSPECTOR	CONST. ENG				
Water	16	1798													
Water	12	2295	FH	8											
Water	6	530	TS&V	5	$165	$130	$118	$118	$125	$88	$72	ENTELLUS LABOR	DESCRIPTION	Entellus Reimb.	Subtotal
Water	8	100	2" Air Rel	(2) & 75 LF of 2											
Water	24	1002													
Task #		CONSTRUCTION PHASE - WATER													$37,582
110,405		Conferences and Meetings					4			7		$1,088	Mileage @ $0.555	$233	
230,415		Submittals and/or Shop Drawings (20 water related)								10		$880			
220,420		Site Visits and Review of Work, Inspection and Tests					10			226		$21,068	Company Truck $15/hr	$3,510	
440		Reports					4			24	4	$2,851			
330		Material Testing					10			20		$2,940	SAECO - QA Testing		
260, 455		Substantial Completion, Final Inspection					2			8	4	$1,228			
340		Record Drawings - Verify and Check Contractor As-builting					4			20		$2,232	Printing Costs	$100	
560		Complete, Certify MCESD Approval of Construction				2	4				10	$1,452			
		TOTALS			0	2	38	0	0	315	18	$33,739		$3,843	
		% of Total			0.0%	0.5%	10.2%	0.0%	0.0%	84.4%	4.8%				

Estimated Duration/Scope			40	Estimated Work Days - Reclaimed	PRIN	PE	CM	RLS	SURV CREW	INSPECTOR	CONST. ENG				
Reclaim	2	4471	2" Air Rel	(5) & 180 LF of 2											
					$165	$130	$118	$118	$125	$88	$72	ENTELLUS LABOR	DESCRIPTION	Entellus Reimb.	Subtotal
Task #		CONSTRUCTION PHASE - RECLAIMED													$29,865
110,405		Conferences and Meetings					4			6		$1,000	Mileage @ $0.555	$93	
230,415		Submittals and/or Shop Drawings (12 reclaim related)								4		$352			
220,420		Site Visits and Review of Work, Inspection and Tests					14			180		$17,492	Company Truck $15/hr	$2,550	
440		Reports					4			16	4	$2,182			
330		Material Testing					6			12		$1,764	SAECO - QA Testing		
260, 455		Substantial Completion, Final Inspection					3			8	2	$1,202			
340		Record Drawings - Verify and Check Contractor As-builting					4			22		$2,408	Printing Costs	$50	
560		Complete, Certify MCESD Approval of Construction				1	3				4	$772			
		TOTALS			0	1	38	0	0	248	10	$27,172		$2,693	
		% of Total			0.0%	0.3%	10.2%	0.0%	0.0%	66.6%	2.7%				

EXHIBIT B (cont.)
FEE SCHEDULE

Estimated Duration/Scope		20	Est. Work Days - Landscape Irrig.	PRIN	PE	CM	RLS	SURV CREW	INSPECTOR	CONST. ENG	ENTELLUS LABOR	DESCRIPTION	Entellus Reimb.	Subtotal
Manhole														
Pump				$165	$130	$118	$118	$125	$88	$72				
Task #		CONSTRUCTION PHASE - LANDSCAPE IRRIG.												$4,258
110,405		Conferences and Meetings				1			1		$206	Mileage @ $0.555	$47	
230,415		Submittals and/or Shop Drawings (4 irrig. related)							2		$176			
220,420		Site Visits and Review of Work, Inspection and Tests				2			16		$1,644	Company Truck $15/hr	$270	
440		Reports							4	1	$424			
330		Material Testing							2		$176	SAECO QA Testing		
260, 455		Substantial Completion, Final Inspection				1			2	2	$438			
340		Record Drawings - Verify and Check Contractor As-building				1			4		$470	Printing Costs	$15	
560		Complete, Certify MCESD Approval of Construction			1	1				2	$392			
		TOTALS		0	1	6	0	0	31	5	$3,926		$332	
		% of Total		0.0%	0.3%	1.6%	0.0%	0.0%	8.3%	1.3%				

Estimated Duration/Scope		425	Estimated Work Days - Sewer	PRIN	PE	CM	RLS	SURV CREW	INSPECTOR	CONST. ENG	ENTELLUS LABOR	DESCRIPTION	Entellus Reimb.	Subtotal
Laterals	10"	(4) qty												
Sewer	Plugs													
Sewer	12"	850	20 deep	$165	$130	$118	$118	$125	$88	$72				
Task #		CONSTRUCTION PHASE - SEWER												$13,449
110,405		Conferences and Meetings				1			1		$206	Mileage @ $0.555	$47	
230,415		Submittals and/or Shop Drawings (3 sewer related)				1				2	$262			
220,420		Site Visits and Review of Work, Inspection and Tests				1			90		$8,038	Company Truck $15/hr	$1,380	
440		Reports				1			12		$1,209			
330		Material Testing				2			8		$940	SAECO QA Testing		
260, 455		Substantial Completion, Final Inspection				1			2		$294			
340		Record Drawings - Verify and Check Contractor As-building				1			6		$646	Printing Costs	$35	
560		Complete, Certify MCESD Approval of Construction			1	1				2	$392			
		TOTALS		0	1	9	0	0	119	4	$11,987		$1,462	
		% of Total		0.0%	0.3%	2.4%	0.0%	0.0%	32.0%	1.1%				

EXHIBIT B (cont.)
FEE SCHEDULE

Estimated Duration/Scope:		150	Estimated Work Days - Streets	PRIN	PE	CM	RLS	SURV CREW	INSPECTOR	CONST. ENG				
Subgrade		Signals	C&G											
ABC		Striping	Medians											
Paving		Scuppers	Adjustments	$165	$130	$118	$118	$125	$88	$72	ENTELLUS LABOR	DESCRIPTION	Entellus Reimb.	Subtotal
Sidewalk			Bus Bays											
Retentions			SW Ramps											
Task #		CONSTRUCTION PHASE - STREET IMPROVEMENTS												$79,135
110,405		Conferences and Meetings				11			21		$3,157	Mileage @ $0.555	$583	
230,415		Submittals and/or Shop Drawings (10 street related)									$0			
220,420		Site Visits and Review of Work, Inspection and Tests				21			570		$52,694	Company Truck $15/hr	$8,790	
440		Reports				10			80		$8,220			
330		Material Testing									$0	SAECO - QA Testing		
260, 455		Substantial Completion, Final Inspection				8			16	12	$3,216			
340		Record Drawings - Verify and Check Contractor As-builting				4			20		$2,274	Printing Costs	$200	
560		Complete, Certify MCESD Approval of Construction									$0			
		TOTALS		0	0	54	0	0	708	12	$69,562		$9,573	
		% of Total		0.0%	0.0%	14.5%	0.0%	0.0%	189.9%	3.2%				

Task #		CONSTRUCTION PHASE - QA Testing	WATER	RECLAIMED	SEWER	IRRIGATION	STREET	TOTAL			$16,603
330		Material Testing - SAECO	$4,100	$3,300	$1,403	$700	$7,100	$16,603			
		% of Total	24.7%	19.9%	8.5%	4.2%	42.8%				

EXHIBIT C
INSURANCE REQUIREMENTS

1. CONSULTANT, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of A-6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.

2. With the exception of professional liability policies, policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.

3. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.

4. If any of the insurance policies are not renewed prior to expiration, payments to the CONSULTANT may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONSULTANT.

5. All insurance policies, except Workers' Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6. CONSULTANT's insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

7. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONSULTANT's acts, errors, mistakes, omissions, work or service.

8. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONSULTANT. CONSULTANT shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONSULTANT to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of $25,000 will only be accepted with the permission of the Management Services Director/designee.

9. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.

10. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONSULTANT with reasonable promptness in accordance with the CONSULTANT's information and belief.

11. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONSULTANT until such time as the CONSULTANT shall furnish such additional security covering such claims as may be determined by the CITY.

C.1 PROOF OF INSURANCE - CERTIFICATES OF INSURANCE

1. Prior to commencing work or services under this Agreement, CONSULTANT shall furnish to CITY Certificates of Insurance, issued by CONSULTANT's insurer(s), as evidence that policies providing the

required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.

2. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.

3. All Certificates of Insurance shall identify the policies in effect on behalf of CONSULTANT, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.

4. CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONSULTANT of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONSULTANT from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of CONSULTANT's obligations under this Agreement.

C.2REQUIRED COVERAGE

1. Such insurance shall protect CONSULTANT from claims set forth below which may arise out of or result from the operations of CONSULTANT under this Contract and for which CONSULTANT may be legally liable, whether such operations be by the CONSULTANT or by a Sub-consultant or subconsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.

2. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

3. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONSULTANT's employees;

4. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONSULTANT's employees;
5. Claims for damages insured by usual personal injury liability coverage;

6. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

7. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "1" "any auto" policy form CA00011293 or equivalent thereof.

8. Claims for bodily injury or property damage arising out of completed operations;

9. Claims involving contractual liability insurance applicable to the CONSULTANT's obligations under the Indemnification Agreement;

10. Claims for injury or damages in connection with one's professional services;

11. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

C.2.1 Commercial General Liability - Minimum Coverage Limits

The Commercial General Liability insurance required herein shall be written for not less than $1,000,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of

$1,000,000 per occurrence (or 10% per occurrence) and an aggregate of $2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONSULTANT's operations and products, and completed operations.

C.2.2 General Liability - Minimum Coverage Limits

The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent CONSULTANTs, and Personal Injury shall be written for Bodily Injury and Property Damage Combined shall be written for not less than $1,000,000 or 10% of the contract cost and with a $2,000,000 aggregate.

C.2.3 Automobile Liability

CONSULTANT shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONSULTANT's work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of $5,000,000 per accident for bodily injury and property damage.

C.2.4 Worker's Compensation and Employer's Liability

CONSULTANT shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONSULTANT's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease coverage for each employee, and $1,000,000 disease policy limit.

In case any work is subcontracted, CONSULTANT will require the subconsultant to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONSULTANT.

C.2.5 Professional Liability

CONSULTANT shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by DESIGN CONSULTANT, or any person employed by CONSULTANT, with a claims made policy limit of not less than $1,000,000.

EXHIBIT D

Consultant 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 subcontractors 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 Consultant shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Project Number/Division: ST0809-454	
Company Name (as listed in the contract): Entellus, Inc.	
Street Name and Number: 2255 N. 44th St. #125	
City: Phoenix **State:** AZ	**Zip Code:** 85008

I hereby attest that:

1. The 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 subcontractors 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 Consultant has identified all Consultant and subcontractor 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 Consultant (Employer) or Authorized Designee:

Michael J. Bonar

Printed Name: Michael J. Bonar

Title: President

Date (month/day/year): 2/14/2012