



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA12-164**

1. Agenda Item Number: 19
2. Council Meeting Date: April 26, 2012

TO: MAYOR & COUNCIL

3. Date Prepared: April 2, 2012

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Award a Project Agreement to Black & Veatch Corporation for Construction Management (CM) Services for the Ocotillo Water Transmission Main and Wastewater Force Main, Project No. WW1105-451, in an amount not to exceed \$926,024, contingent upon written notification from Intel and appropriate funding, and authorize an increase to annual contract EN1003-103 to Black & Veatch Corporation from \$750,000 to \$2,000,000.

6. RECOMMENDATION: Staff recommends Council award a Project Agreement to Black & Veatch Corporation for Construction Management (CM) Services for the Ocotillo Water Transmission Main and Wastewater Force Main, Project No. WW1105-451, in an amount not to exceed \$926,024, contingent upon written notification from Intel and appropriate funding, and authorize an increase to annual contract EN1003-103 to Black & Veatch Corporation from \$750,000 to \$2,000,000.

7. BACKGROUND/DISCUSSION: Staff recommends a new sewer force main to transfer wastewater flows from the Ocotillo Water Reclamation Facility (OWRF) to the Airport Water Reclamation Facility (AWRF) for treatment. The increased pumping capacity is the result of industrial expansion on S. Dobson Road. This new force main will add system redundancy to the City's smaller existing pump back and force main system. This project also will include the addition of a new water transmission main for future system demands in southwest Chandler. This new water main will connect the existing water transmission main system on McQueen Road to facilities on S. Dobson Road. This pipe is needed to ensure good water pressures and supply redundancy. The new transmission main will follow the same alignment of the new force main in Ocotillo Road from the Ocotillo Water Reclamation Facility (OWRF) to the Airport Water Reclamation Facility (AWRF).

Phase I Construction Manager at Risk Contract with Achen-Gardner Construction was previously brought forward for separate Council action.

8. EVALUATION: On May 26, 2011 Council approved Annual Contract EN1003-103 to Black & Veatch Corporation for permitting, assessment, and design of water and 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:	\$926,024
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>
615.3910.5219.6WW022	Wastewater Operating	Water Reclamation Facility Expansion	Yes	\$926,024

10. PROPOSED MOTION: Move Council award a Project Agreement to Black & Veatch Corporation for Construction Management (CM) Services for the Ocotillo Water Transmission Main and Wastewater Force Main, Project No. WW1105-451, in an amount not to exceed \$926,024, contingent upon written notification from Intel and appropriate funding, authorize an increase to annual contract EN1003-103 to Black & Veatch Corporation from \$750,000 to \$2,000,000, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Contract, Location Map, Contract Amendment

APPROVALS

11. Requesting Department


John Knudson, Utilities Engineering Manager

12. Transportation & Development


Bob Fortier, Capital Projects Manager


Sheina Hughes, City Engineer

13. Department Head

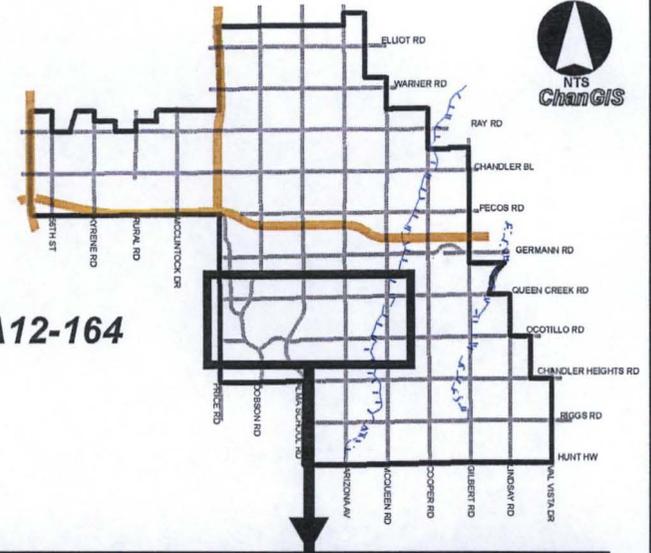

Dave Siegel, Municipal Utilities Director

14. City Manager


Rich Dlugas

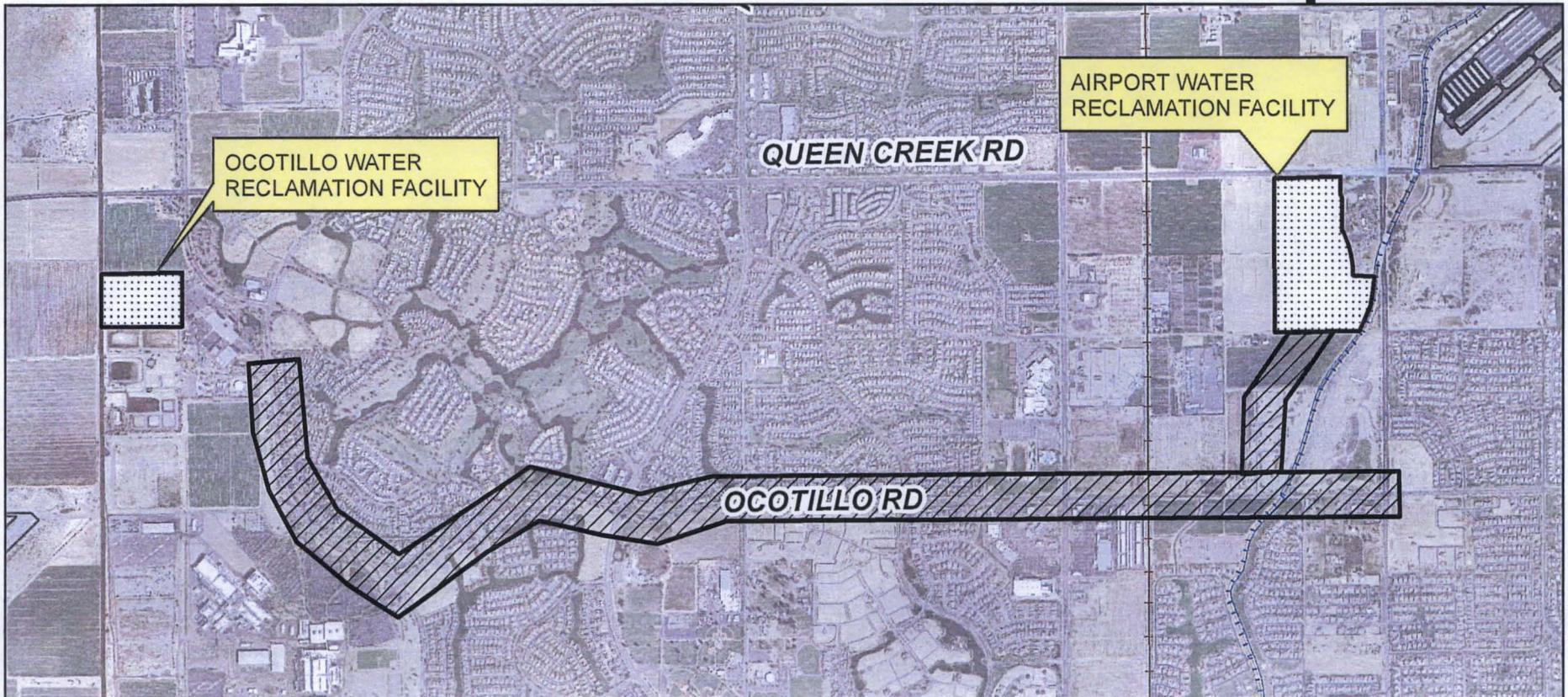


OCOTILLO WATER TRANSMISSION MAIN AND WASTEWATER FORCE MAIN PROJECT NO. WW1105-451



MEMO NO. CA12-164

 PROJECT AREA



**PROJECT AGREEMENT
PURSUANT TO ANNUAL CONTRACT NO. EN1003-103**

AGREEMENT NO: WW1105-451

This AGREEMENT is made this ____ day of _____, 2012, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and Black & Veatch Corporation, a Delaware Corporation licensed to do business in the state of Arizona (hereinafter referred to as "Annual Consultant") and is a project agreement entered into pursuant to Annual Contract No. EN1003-103.

CITY and Black & Veatch Corporation, in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1. DESCRIPTION OF WORK

This project is South Chandler Wastewater Force Main Ocotillo Water Reclamation Facility (OWRF) to Airport Water Reclamation Facility (AWRF) and Water Transmission Main Construction Management Services, Project Number WW1105-451. The scope of work consists of Construction Management Services for the installation of a new wastewater force main and water transmission main, 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 Nine Hundred Twenty Six Thousand Twenty Four Dollars (\$926,024) determined and payable as set forth in Annual Contract EN1003-103 and Exhibit B attached hereto and made a part hereof by reference.

ARTICLE 3. CONTRACT TIME

The contract time is Three Hundred Forty Five days and Annual Consultant agrees to complete all work within Three Hundred Forty Five (345) days of the date CITY issues a Notice to Proceed.

ARTICLE 4. GENERAL

This Project Agreement is entered into pursuant to Annual Contract No. EN1003-103 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: D. L. Meyer
Title: Vice President

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

ADDRESS FOR NOTICE
Ms. Teresa Smith-DeHesus
Black & Veatch
3133 E. Camelback Rd., Ste. 210
Phoenix, AZ 85016

APPROVED AS TO FORM:

City Attorney By [Signature]

Phone: 602-381-4400
Fax: 602-381-4440

ATTEST:

City Clerk

EXHIBIT A SCOPE OF WORK

PROJECT DESCRIPTION

This project is the construction of a 24" and 16" water transmission main beginning just to the west of the intersection of Ocotillo Road and McQueen Road and terminating at the City's Dobson South Reservoir. At the reservoir, the transmission main will connect to pipe constructed by others as part of the reservoir improvements work. There is also a tee and connection to the Intel plant water system at the intersection of Ocotillo Road and Dobson Road. The total length of the pipeline is 19,150 feet of 24" diameter pipeline and 2,180 ft of 16" diameter pipeline.

SCOPE OF SERVICES

ANNUAL CONSULTANT shall perform construction phase services through the construction of the water transmission main.

CONSTRUCTION PHASE SERVICES

Specific services to be performed by ANNUAL CONSULTANT are as follows:

Task 601. Construction Phase Project Management

This task provides for project management of the ANNUAL CONSULTANT's team activities and interaction with the Contractor and City of Chandler staff. ANNUAL CONSULTANT shall manage the efforts of the project team, including subconsultants, assign staff resources, define work assignments, monitor work progress and otherwise direct the work. Specific activities will include:

- Prepare a Construction Phase Work Plan which defines project objectives, work activities, schedule, communication plan, construction phase budget, staffing plan, and subconsultant scopes and contracts.
- Prepare and submit monthly invoices and summary progress reports.

Task 602 - Preconstruction Conference. At a date and time selected by the City and at a facility provided by the City, attend and lead a preconstruction conference. ANNUAL CONSULTANT shall prepare an agenda for the conference, conduct the preconstruction conference, prepare and distribute minutes. The preconstruction conference shall include a discussion of the Contractor's schedules, procedures for transmittal and review of the Contractor's submittals, processing payment applications, critical work sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid.

Task 603 – Construction Schedule. Review and comment on the Contractor's initial and updated construction schedule and advise the City as to acceptability.

Task 604 – Periodic Site Visits and Construction Progress Meetings. It is anticipated there will be weekly construction coordination meetings during the construction of the reservoir. The resident project representative (RPR) will conduct all weekly construction coordination meetings. ANNUAL CONSULTANT will participate in construction progress meetings with the Contractor, and the City during the construction phase of the project. The progress meetings will be used to discuss the progress of the work and any issues that need to be resolved. While at the site for the construction progress meeting, ANNUAL CONSULTANT shall review the progress of the work.

Task 605 – Requests for Information. Interpret construction contract documents when requested by the Contractor. Issue interpretations for distribution to the Contractor through the RPR.

Task 606 – Change Orders. Review Contractor's documentation and administer the processing of change orders, including applications for extension of construction time. Evaluate the cost and scheduling aspects of all change orders as described by the Contractor and, where necessary, negotiate with the Contractor to obtain a fair price for the work. Said negotiation shall be subject to the approval of the City. Work related to unusually complex or unreasonably out of scope or numerous claims are considered a Supplemental Service.

Task 607 – Materials Testing. Provide the material testing necessary to confirm the Contractor's work is in conformance with the specifications. This includes testing of backfill and bedding, asphalt, subgrade and concrete.

Task 608 – Submittal Review. Review drawings and other data submitted by the Contractor as required by the construction contract documents. ANNUAL CONSULTANT's review shall be for general conformity to the construction contract documents and shall not relieve the Contractor of any contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

Receive and review guarantees, bonds, and certificates of inspection, and tests and approvals which are to be assembled by the Contractor in accordance with the construction contract documents and transmit them to the City.

Collect and review two (2) sets of operation and maintenance data provided by the Contractor.

Task 609 - Substantial Completion. Upon substantial completion, inspect the construction work and prepare a punch-list of those items to be completed or corrected before final completion of the project. Submit results of the inspection to the City and the Contractor.

Task 610 – Final Completion. Upon completion or correction of the items of work on the punch-list, conduct a final inspection to determine if the work is completed. Provide written recommendations concerning final payment to the City, including a list of items, if any, to be completed prior to making such payment.

Task 611 – Conformed Drawings. Upon completion of the project, revise the construction contract drawings to conform to the construction records. Submit one disc with pdf copy of the drawings and one copy of the Auto-Cad drawings on CD. Submit one 22" x 34" drawing size bond copy.

Task 612 – Preparation and submission of the Certification of Final Completion

620 – Resident Project Representative

ANNUAL CONSULTANT will furnish a Resident Project Representative (RPR) for a period of up to 44 weeks. The RPR shall not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the ANNUAL CONSULTANT. This service will in no way relieve the Contractor of complete supervision and inspection of the work or the Contractor's obligation for complete compliance with the drawings and specifications. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions.

The resident will also work with and coordinate with the City's Inspectors during the construction in order to cover site observations and conformance with the Contract Documents.

Task 621 - Site Observations and Liaison with the City and Contractor. Specific services performed by the RPR are as follows:

1. Conduct onsite observations of the general progress of the work to assist City Inspector in determining if the work is proceeding in accordance with the construction contract documents.
2. Serve as liaison with the Contractor, working principally through the Contractor's superintendent, and assist City Inspector in providing interpretation of the construction contract documents. Transmit clarifications and interpretations of the construction contract documents to the Contractor.
3. Report, giving opinions and suggestions based on the RPR's observations regarding defects or deficiencies in the Contractor's work and relating to compliance with drawings, specifications, and design concepts.
4. Advise the Contractor or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been accepted by ANNUAL CONSULTANT.

5. Monitor changes of apparent integrity of the site (such as differing subsurface and physical conditions, existing structures, and site-related utilities when such utilities are exposed) resulting from construction-related activities.
6. Observe pertinent site conditions when the Contractor maintains that differing subsurface and physical conditions have been encountered, and document actual site conditions. Review and analysis of the Contractor's claims for differing subsurface and physical conditions are supplemental services.
7. Establish and furnish the Contractor with necessary baselines and control points which will be used as datum for the work. Actual construction staking will be done by the Contractor.
8. Visually inspect materials, equipment, and supplies delivered to the worksite. Reject materials, equipment, and supplies which do not conform to the construction contract documents.
9. Coordinate onsite materials testing services during construction. Copies of testing results will be forwarded to the City for review and information.
10. Observe field tests and review the resulting reports, commenting to City inspector, as appropriate.
11. Issue Work Change Directives.
12. Prepare all Change Orders and supplemental agreements in the form and manner approved by the City, for authorized alterations to the Work as provided for under the Contract Documents. Recommend to and obtain from City approval or denial of Changes to Contract Times or Price.
13. Verify Contractor reimbursable field costs, if any, for authorized overtime, time and material work, and amount of construction "work in place" completed each month for purpose of Contractor's application for payment.
14. Respond to general RFI's for general clarification and interpretation and consult with City for response.
15. Provide interpretation of the Contract Documents for subsequent presentation to Contractor and resolve unanticipated field problems by "on-site" inspections
16. Accompany inspectors representing other agencies having jurisdiction over the project. Record and report the names of these inspectors, and the results of the inspections.
17. Conduct the preconstruction conference, and explain administrative procedures which will be followed during construction. Provide meeting minutes for the preconstruction conference.
18. Schedule and conduct weekly coordination meetings, and other meetings with the City and the Contractor when necessary, to review and discuss construction procedures and progress scheduling, engineering management procedures, and other matters concerning the project.
19. Submit to the City monthly construction progress reports containing a summary of the Contractor's progress, general condition of the work, problems, and resolutions or proposed resolutions to problems.
20. Review the progress schedule, schedule of shop drawings submissions, and schedule of values prepared by the Contractor.
21. Report to City Inspector regarding work which is known to be defective, or which fails any required inspections, tests, or approvals, or has been damaged prior to final payment; and advise whether the work should be corrected or rejected, or should be uncovered for observation, or requires special testing, inspection, or approval.
22. Review applications for payment with the Contractor for compliance with the established procedure for their submission, and forward them with recommendations to the City, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site, but not

incorporated into the work. ANNUAL CONSULTANT shall forward the certified payrolls to the City for their Review.

23. Record date of receipt of shop drawings and samples. Receive samples which are furnished at the site by the Contractor.
24. During the course of the work, verify that specified certificates, operation and maintenance manuals, and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to the City prior to final acceptance of the work.
25. Maintain a marked set of drawings and specifications at the jobsite based on data provided by the Contractor. This information will be combined with information from the record documents maintained by the Contractor, and ANNUAL CONSULTANT shall produce a master set of documents conforming to construction records.
26. Review certificates of inspections, tests, and related approvals submitted by the Contractor as required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to verify that their content complies with the requirements of, and the results certified indicate compliance with, the construction contract documents). This service is limited to a review of items submitted by the Contractor and does not extend to a determination of whether the Contractor has complied with all legal requirements.
27. Maintain the following documents at the jobsite.
 - a. Correspondence files.
 - b. Reports of jobsite conferences, meetings, and discussions among the ANNUAL CONSULTANT, the City, and Contractor.
 - c. Submittals of shop drawings and samples.
 - d. Reproductions of original construction contract documents.
 - e. Addenda.
 - f. Change orders.
 - g. Field orders.
 - h. Additional drawings issued subsequent to execution of the construction contract documents.
 - i. Meeting minutes and progress reports.
 - j. Names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

Maintain a daily diary or log book of events at the jobsite during the time periods when the RPR is on site, including the following information:

- a. Days the Contractor worked on the jobsite.
- b. Contractor and subcontractor personnel on jobsite.
- c. Construction equipment on the jobsite.
- d. Observed delays and causes.
- e. Weather conditions.
- f. Data relative to claims for extras or deductions.
- g. Daily activities.
- h. Observations pertaining to the progress of the work.
- i. Materials received on jobsite.

Task 622 – Completion Assistance

1. Before ANNUAL CONSULTANT issues a Certificate of Substantial Completion, submit to the Contractor a list of items observed to require completion or correction.
2. Assist in conducting final inspection in the company of the City and the Contractor, and prepare a final list of items to be completed or corrected. Verify that all items on the final list have been completed or corrected, and make recommendations concerning acceptance.

Task 623 – Project Administration, Documentation and Coordination.

Project documentation will consist of preparing and distributing meeting minutes and monthly reports. Meeting minutes will summarize key discussions, comments, decisions, and any action items required. ANNUAL CONSULTANT prepare a monthly project report that summarizes the work progress, project issues, and project schedule status

By performing these services, ANNUAL CONSULTANT shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. ANNUAL CONSULTANT shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work

SUPPLEMENTAL/OPTIONAL SERVICES

Supplemental services are not in the above scope of services. These services will be performed at the City's request with compensation adjustments. Supplemental services that the City might choose to add to the scope of services include, but are not limited to, the following items.

- Safety Assessments
- Security Assessments
- Value Engineering
- Aerial Photography.
- Appearances at and preparation of presentation materials for public hearings or before special boards.
- Special consultants or independent professional associates requested or authorized by the City.
- Contractor Partnering services
- Delay and Claim analysis.
- Resident Project Representative Field office.
- Revision of designs, drawings, and specifications to incorporate changes arising from Value Engineering review.
- Hazardous environmental assessment or study

PROJECT SCHEDULE

This scope and accompanying level of effort are based on construction phase services starting May 1, 2012 and extending through April 30, 2013.

Phase and Task	Principal	Sr Manager	Sr Project Engineer	Sr. Resident	Asst Res Lead Eng	Staff Engineer	Sr Technician	Technician	Admin	Total Hours	Total Labor	Direct Expenses	Subconsultants	Total Cost
	\$195	\$175	\$145	\$175	\$130	\$120	\$100	\$80	\$75					
Construction Phase Services Project Management														
Monthly Progress Reports/Invoicing	20	52							104	176	\$ 20,800	\$500		\$21,300
Phase 1 Construction Administration														
Misc Surveys / Control Points			8						32	40	\$ 3,580	\$44	\$4,000	\$7,604
Construction Phase Project Management	4	16	16				20		8	64	\$ 6,500	\$70		\$8,570
Attend / Conduct Preconstruction Conference	4	4	8		5				2	22	\$ 3,280	\$24		\$3,304
Review Construction Schedule		8	8							16	\$ 2,560	\$18		\$2,578
Review Payment Requests		4	8						4	14	\$ 1,870	\$15		\$1,885
Periodic Site Visits		4	8							12	\$ 1,880	\$13		\$1,893
Submittals Review		20	12		40	40			36	157	\$ 19,105	\$173		\$19,278
Address Requests for Information		4	20		40				16	80	\$ 10,000	\$88		\$10,088
Develop and Review Change Orders		4	24		36				6	72	\$ 9,450	\$79		\$9,529
Materials Testing Coordination		4	8						8	20	\$ 2,460	\$22		\$2,482
Phase 2 Construction Administration														
Construction Phase Project Management	40	84					80			194	\$ 30,250	\$213		\$30,463
Weekly Construction Progress Meetings	16	108	108						96	330	\$ 45,270	\$363		\$45,633
Preconstruction Conference	4	4	4		4				4	20	\$ 2,880	\$22		\$2,902
Construction Schedule		24	32							56	\$ 8,840	\$82		\$8,922
Review Payment Requests		18	54							72	\$ 10,980	\$79		\$11,059
Periodic Site Visits		22	36		88					154	\$ 21,550	\$169		\$21,719
Submittals Review			133		200	300			256	899	\$ 101,235	\$983		\$102,224
Address Requests for Information		32	60		80	60		20	40	292	\$ 38,500	\$321		\$38,821
Develop and Review Change Orders		16	48		60		24	40	32	220	\$ 25,560	\$242		\$25,802
Materials Testing Coordination		4	36		40				16	86	\$ 12,320	\$106	\$85,710	\$78,136
Substantial Completion		8	32		16				24	80	\$ 9,920	\$88		\$10,008
Final Completion / Permitting Coord		8	24		32				16	80	\$ 10,240	\$88		\$10,328
Conformed Drawings			144		144		108	360	40	795	\$ 82,200	\$2,000		\$84,200
Phase 1 Resident Project Representative Services														
Preconstruction Conference				16					8	24	\$ 3,400	\$28		\$3,428
Construction Schedule				16			44			60	\$ 7,200	\$56		\$7,256
Site Observations and Liaison with COC and Contractor				200	40					240	\$ 40,200	\$264		\$40,464
Project Administration, Documentation and Coordination				40						40	\$ 7,000	\$44		\$7,044
Phase 2 Resident Project Representative Services														
Construction Schedule				48						48	\$ 6,400	\$53		\$ 6,453
Site Observations and Liaison with COC and Contractor				500	240					1,040	\$ 171,200	\$20,800		\$192,000
Project Administration, Documentation and Coordination				600						300	\$ 52,500	\$330		\$ 52,830
Substantial Completion				80						80	\$ 14,000	\$89		\$14,089
Final Completion				40						40	\$ 7,000	\$44		\$7,044
Conformed Drawings				80	20					100	\$ 16,600	\$110		\$16,710
Total Labor Hours	90	458	834	1820	1094	400	258	420	762	5934	\$808,700	\$ 27,514	\$ 59,710	\$896,024

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.

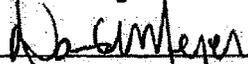
By completing and signing this form the Engineer/Annual Consultant shall attest that it and all subconsultants performing work under the cited contract meet all conditions contained herein.

Project Number: WW1105-451		
Name (as listed in the contract): Black & Veatch Corporation		
Street Name and Number: 3133 E Camelback Rd, Ste 210		
City: Phoenix	State: AZ	Zip Code: 85016

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: Dan W. Meyer

Title: Vice President

Date (month/day/year): 4-17-12