



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA13-050**

1. Agenda Item Number:

30

2. Council Meeting Date:

September 27, 2012

TO: MAYOR & COUNCIL

3. Date Prepared: September 6, 2012

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Award a Project Agreement to Wilson Engineers for Construction Management (CM) Services for Water Production Facilities Improvements, Project No. WA1005-451, in an amount not to exceed \$306,006.00.

6. RECOMMENDATION: Staff recommends Council award a Project Agreement to Wilson Engineers for CM Services for Water Production Facilities Improvements, Project No. WA1005-451, in an amount not to exceed \$306,006.00.

7. BACKGROUND/DISCUSSION: This project agreement is for construction management services. The project designer is responsible for monitoring construction activities to ensure the project's completion according to construction documents. This project is a continuation of Municipal Utilities ongoing efforts to modernize and rehabilitate the City's older water production facilities. To further optimize operation of the system, booster pump station modifications will be made to the Bush Way, Lindsay, Basha and Roosevelt Water Production Facilities. Work will also include reservoir modifications at Lindsay, Frye, and Bush Way, as well as tank cleaning, repairs and electrical systems modifications. Construction activity was hard bid and the award will be brought forward for separate Council action.

8. EVALUATION: On May 10, 2012 Council awarded a contract extension to Wilson Engineers for the annual permitting, study and design for water and wastewater facilities, Contract EN1003-101. 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: \$306,006.00
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>
601.3820.6716.6WA230	Water Bond	Water Production Facility Improvements	Yes	\$306,006

10. PROPOSED MOTION: Move Council award a Project Agreement to Wilson Engineers for CM Services for Water Production Facilities Improvements, Project No. WA1005-451, in an amount not to exceed \$306,006.00, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Project Agreement, Map

APPROVALS

11. Requesting Department

13. Department Head


John Knudson, Utilities Engineering Manager

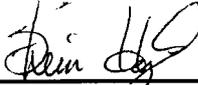

Dave Siegel, Municipal Utilities Director

12. Transportation & Development

14. City Manager


Bob Fortier, Capital Projects Manager


Rich Dlugas


Sheina Hughes, City Engineer

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

AGREEMENT NO: WA1005-451

This AGREEMENT is made this ____ day of _____, 2012, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and 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 Water Production Facilities Improvements – Construction Manager Services, Project Number WA1005-451. The scope of work consists of Construction Management services for the Water Production Facilities 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 Three Hundred Six Thousand Six Dollars (\$306,006) 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 Three Hundred Ninety Five days and Annual Consultant agrees to complete all work within Three Hundred Ninety Five (395) 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 85244-4008
480-782-3307

ADDRESS FOR NOTICE
Mr. Steve Todd
Wilson Engineers
9633 S. 48th St., Ste. 290
Phoenix, AZ 85044-5658

APPROVED AS TO FORM:

Phone: 480-893-8860
Fax: 480-893-8968

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 ANNUAL CONSULTANT for the City of Chandler (CITY). The engineering services to be provided under this Scope shall include services related to the construction, start-up, and post-construction warranty phases of the Water Production Facilities Improvement 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

Engineering services are to be provided throughout the duration of construction and start-up, which is defined in the construction contract documents as twelve (12) 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 CITY

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

ANNUAL CONSULTANT 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. ANNUAL CONSULTANT's efforts shall be directed toward providing a greater degree of confidence for CITY that the completed work of Contractor will conform to the Contract Documents, but ANNUAL CONSULTANT 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, ANNUAL CONSULTANT shall keep CITY informed of the progress of the work, shall endeavor to guard CITY 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 ANNUAL CONSULTANT shall conduct a pre-construction conference. At the conference, the ANNUAL CONSULTANT shall identify field services to be provided by the ANNUAL CONSULTANT and discuss appropriate coordination procedures. The ANNUAL CONSULTANT shall prepare an agenda for the meeting and shall prepare and distribute the meeting minutes.

2. Provide construction administration, quality control, and coordination: The ANNUAL CONSULTANT 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 ANNUAL CONSULTANT's schedules are being met. The ANNUAL CONSULTANT shall provide coordination functions during the construction phase as follows:
 - A. Hold coordination meetings with the CITY 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 ANNUAL CONSULTANT 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 CITY's representative upon completion of the construction contract. Records shall be maintained under Section 400 at the ANNUAL CONSULTANT's Office.
 - B. A status report for the construction contract shall be provided under Task 440.

Task 215 - Administer the Construction Schedule

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

Task 220 - Perform Site Visits

The ANNUAL CONSULTANT'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 ANNUAL CONSULTANT's site visits

shall support the inspection needs and requirements established by the CITY's Development Services Department.

Task 230 - Review Shop Drawings and Test Results

The ANNUAL CONSULTANT shall receive, review, evaluate, and distribute shop drawings, samples, test results, and other data which Contractor is required to submit. The ANNUAL CONSULTANT'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 ANNUAL CONSULTANT 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 ANNUAL CONSULTANT 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 CITY and the Contractor monthly. The ANNUAL CONSULTANT 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 110 shop drawing submittals.

Task 240 - Issue Interpretations and Clarifications

The ANNUAL CONSULTANT shall issue the CITY's instructions to Contractor; issue necessary interpretations and clarifications of the construction documents; have authority, as CITY'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 CITY 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 ANNUAL CONSULTANT shall render interpretations or decisions in good faith and in accordance with the requirements of the construction documents.

The ANNUAL CONSULTANT shall respond to the CITY'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 ANNUAL CONSULTANT will assist the CITY, as required, in resolution of these issues. The ANNUAL CONSULTANT 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 40 RFIs.

Task 250 - Certify Progress Payments

The ANNUAL CONSULTANT 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 ANNUAL CONSULTANT's field observations, and the progress schedule shall be used by the ANNUAL CONSULTANT to determine the appropriateness of the Contractor's request for payment.

Based on ANNUAL CONSULTANT's on-site observations, as an experienced and qualified professional, and on review of applications for payment and the accompanying data and schedules, the ANNUAL CONSULTANT 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 CITY, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ANNUAL CONSULTANT'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 ANNUAL CONSULTANT 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 ANNUAL CONSULTANT considers the work substantially complete, the ANNUAL CONSULTANT shall deliver to the CITY 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 CITY and the Contractor.

Upon recommendation of Substantial Completion, the ANNUAL CONSULTANT 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 ANNUAL CONSULTANT 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 ANNUAL CONSULTANT 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 ANNUAL 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 conditions therein expressed.

ANNUAL CONSULTANT 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 ANNUAL 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 ANNUAL CONSULTANT from liability for errors or omissions in the performance of ANNUAL CONSULTANT's duties in accordance with this scope of services.

SECTION 300 - ENGINEERING SERVICES DURING CONSTRUCTION

Task 320 - Changes

The ANNUAL CONSULTANT shall perform services in connection with change orders to reflect changes requested by CITY 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 CITY.

Task 330 -Material Testing

The ANNUAL CONSULTANT 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 ANNUAL CONSULTANT and which ANNUAL CONSULTANT 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

Through increased on-site observations of the work in progress and field checks of materials and equipment, ANNUAL CONSULTANT shall endeavor to provide further protection for CITY against defects and deficiencies in the work of Contractor; but ANNUAL CONSULTANT will not be 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, ANNUAL CONSULTANT:

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 CITY.
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 CITY to occupy the project in whole or in part.

ANNUAL CONSULTANT's dealings in matters pertaining to the on-site work shall in general be only with Contractor, and dealings with subcontractors shall only be through or with the full knowledge of Contractor.

Task 401 - Schedules

Review the progress schedule, schedule of Contractor's submissions and schedule of values prepared by Contractor, 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.

ANNUAL CONSULTANT will advise CONTRACTOR prior to the commencement of work requiring a shop drawing or sample submission if the submission has not been approved by ANNUAL CONSULTANT.

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 LTANT in determining if the work is proceeding in accordance with the construction documents and that completed work conforms to the Construction Documents.
2. Report 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 CITY 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 CITY 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.

Task 435 - Records

1. The ANNUAL CONSULTANT 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 ANNUAL CONSULTANT shall prepare daily reports (based on the times 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 CITY.
3. ANNUAL CONSULTANT shall record names, addresses and telephone numbers of the Contractor, subcontractors and major suppliers of materials and equipment.
4. ANNUAL CONSULTANT maintain notes to be capable of cross-referencing the Contractor's record drawing information for accuracy and completeness.
5. The ANNUAL CONSULTANT shall prepare inspection reports.
6. The ANNUAL CONSULTANT 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 ANNUAL CONSULTANT shall furnish CITY 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. ANNUAL CONSULTANT shall report to CITY at the time of an occurrence of any accident.

Task 445 - Payment Application

ANNUAL CONSULTANT 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 CITY, 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. ANNUAL CONSULTANT shall complete of the Substantial Completion and Final Acceptance tasks as described in Task 260.
2. Before ANNUAL CONSULTANT 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, ANNUAL CONSULTANT shall conduct final inspection in the company of CITY 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 CITY concerning acceptance.

SECTION 500 - SPECIAL SERVICES

Task 510 - Warranty

The ANNUAL CONSULTANT 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 ANNUAL CONSULTANT 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. ANNUAL CONSULTANT shall provide instruction to City personnel on the project objectives, design intent, and system operational procedures.

Task 550 Materials Testing Allowance

ANNUAL CONSULTANT shall provide material testing services (compaction testing and concrete testing) as required confirming the contractor's compliance with the construction contract documents. Use of this allowance shall only be as authorized by the City.

Task 565 Programming and Graphics Configuration Assistance

The ANNUAL CONSULTANT shall provide assistance to the Control System Integrator for programming of the SCADA System and configuration of graphics for the operator interface. The ANNUAL CONSULTANT shall review and coordinate new graphic screens with the CITY and the CONTRACTOR. The ANNUAL CONSULTANT 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 ANNUAL CONSULTANT shall coordinate with the programmers and be available during these site visits to facilitate installation and testing of the new SCADA programming.

**EXHIBIT B
FEE SCHEDULE**

I. LABOR SUMMARY

TASK No.	TASK DESCRIPTION	Engineers Staff Hours					TOTAL HOURS	Labor COST
		Senior Proj Manager E-8 \$ 180	Project Engineer E-4 \$ 125	Construct Observer C-5 \$ 115	Sr. CADD Tech I T-4 \$ 80	Clerical A-3 \$ 65		
SECTION 200 - PROJECT ADMINISTRATION SERVICES DURING CONSTRUCTION								
210	Representation on Behalf of City	52	72				124	\$ 18,360
215	Administer the Construction Schedule	8	24				32	\$ 4,440
220	Perform Site Visits	32					32	\$ 5,760
230	Review Shop Drawings & Test Results	24	140			40	204	\$ 24,420
240	Issue Interpretations & Clarifications	8	80			16	104	\$ 12,480
250	Certify Progress Payments	8	40				48	\$ 6,440
260	Substantial & Final Completion	8	32				40	\$ 5,440
SUBTOTAL - PROJECT ADMINISTRATION		140	388	0	0	56	584	\$ 77,340
SECTION 300 - ENGINEERING SERVICES DURING CONSTRUCTION								
320	Changes	6	24	12	24		66	\$ 7,380
330	Material Testing		18	0			16	\$ 2,000
340	Record Drawings	4	16	24	48		92	\$ 9,320
350	Operations & Maintenance Manual	4	24			12	40	\$ 5,500
SUBTOTAL - ENGINEERING SERVICES DURING CONSTRUCTION		14	80	36	72	12	214	\$ 23,200
SECTION 400 - RESIDENT ENGINEERING SERVICES DURING CONSTRUCTION								
401	Schedules	4	8	0			12	\$ 1,720
405	Bi-weekly Conferences (26 total)	0	0	54		8	62	\$ 6,730
415	Shop Drawings and Samples			12		12	24	\$ 2,160
420	Inspect Work, Reject Defective Work, and Review Tests		96	1040			1136	\$ 131,600
435	Records		12	24		16	52	\$ 5,300
440	Reports		4	12		18	32	\$ 2,920
445	Payment Applications	4	8	40		4	56	\$ 6,580
455	Substantial Completion / Final Acceptance	4	6	12		8	30	\$ 3,370
SUB TOTAL - RESIDENT ENGINEERING		12	134	1194	0	64	1404	\$ 160,380
SECTION 600 - SPECIAL SERVICES								
510	Warranty		4	4			8	\$ 960
515	Startup Assistance	4	40	24			68	\$ 8,480
530	Training	2	8	2			12	\$ 1,590
550	Material Testing Allowance (See below in Expense Summary)						0	\$ -
565	Programming / Graphics Configuration Assistance	4	24	4			32	\$ 4,180
SUBTOTAL - SPECIAL SERVICES		10	76	34	0	0	120	\$ 15,210
TOTAL - LABOR SUMMARY		178	678	1264	72	132	2322	\$ 276,130

II Expense Summary

Item	Description	Amount	Unit	Unit Price	Total
550	Materials Testing Allowance (RAMM - Materials Testing Sub)	1	LS	\$ 5,876	\$ 5,876
565	Jenson Systems (Programming Sub - Special Services)	1	LS	\$ 24,000	\$ 24,000
TOTAL - EXPENSE SUMMARY					\$ 29,876

III Total Labor and Expenses

Item	Description	Total
I	Labor Summary	\$ 276,130
II	Expense Summary	\$ 29,876
III	Total Fee	\$ 306,006

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: WA1005-451		
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): 9-14-12