



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

**MEMO NO. CP13-167**

**1. Agenda Item Number:**

11

**2. Council Meeting Date:**  
May 9, 2013

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** April 11, 2013

**THROUGH: CITY MANAGER**

**4. Requesting Department:** City Manager

**5. SUBJECT:** Professional Services Contract to Rider Levett Bucknall Ltd. for Chandler Heights Community Facilities Evaluation

**6. RECOMMENDATION:** Staff recommends that Council award a Professional Services Contract to Rider Levett Bucknall Ltd. for Chandler Heights Community Facilities Evaluation, Project No. BF1301-101, in an amount not to exceed \$78,417.00

**7. BACKGROUND/DISCUSSION:** The Chandler Heights Community Facilities, which completed construction in 2008, is a 113-acre site located on the northeast corner of Lindsay and Chandler Heights Roads. The facilities include 78 acres of groundwater recharge and wetlands, 4 acres for the Chandler Heights Police Substation, and 31 acres for the Veterans Oasis Park. Four buildings are on the site including the Environmental Education Center (EEC), Police Substation, Maintenance Facility Building, and Pump House.

Approximately one year after construction, drywall cracks were observed in several of the EEC classrooms. At the time, the cracks were believed to be the result of expansion and contraction of dissimilar building materials: aluminum framing of windows and Concrete Masonry Unit (CMU) wall. Repairs were made along with modifications to framing connections to help mitigate future cracking at transition points between dissimilar materials. In 2011, noticeable cracking was again observed and again determined to be caused by dissimilar materials: exterior walls constructed of Insulated Concrete Forms (ICF) verses interior steel stud wall. Other cracks were determined to be normal expansion inside control joints.

After continued distress in the EEC and recently in the Police Substation building, City staff has determined the need for a forensic investigation to determine the root cause and ultimate remediation. The scope of this contract will perform plan and field reviews of the architectural, structural, mechanical and civil drawings and specifications to ensure construction was installed per approved drawings. Soil testing and analysis will be performed in various locations on-site to evaluate existing soil conditions. All information gathered will be analyzed and a detailed report of remediation will be presented to the city for review before a plan of correction will be developed.

**8. EVALUATION PROCESS:** This consultant was selected in accordance with the City's selection process. The labor rates have been evaluated and compared to historical rates and deemed reasonable.

**9. FINANCIAL IMPLICATIONS:**

Cost: \$ 78,417.00

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>
101.1290.5219	General Fund	N/A	No	\$78,417

**10. PROPOSED MOTION:** Move that Council award a Professional Services Contract to Rider Levett Bucknall Ltd. for Chandler Heights Community Facilities Evaluation, Project No. BF1301-101, in an amount not to exceed \$78,417.00 and authorize the Mayor to sign the contract documents.

**ATTACHMENTS:** Location Map, Contract

**APPROVALS**

**11. Requesting Department**

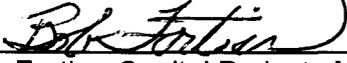


Kris Kircher, Facilities Maintenance Manager

**13. Department Head**

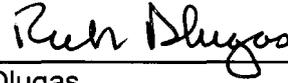
Pat McDermott, Assistant City Manager

**12. Transportation & Development**



Bob Fortier, Capital Projects Manager

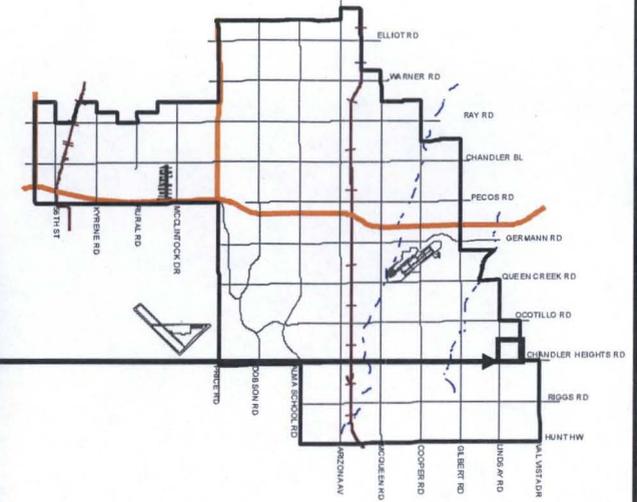
**15. City Manager**



Rich Dlugas



# CHANDLER HEIGHTS COMMUNITY FACILITIES EVALUATION PROJECT NO. BF1302-101



MEMO NO. CP13-167

 COMMUNITY FACILITIES



## PROFESSIONAL SERVICES CONTRACT

Project Name: Chandler Heights Community Facilities Evaluation  
Project No. BF1301-101

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Rider Levett Bucknall Ltd., a Hawaii corporation doing business in 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 Seventy Eight Thousand Four Hundred Seventeen dollars (\$78,417) 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 Sixty (60) calendar days from the date hereof.

**6. TERMINATION FOR 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 assignments 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.

**7. TERMINATION FOR CONVENIENCE:**

CITY may at any time and for any or no reason, at its convenience, terminate this contract or any part of the services to be rendered pursuant thereto by written notice to CONSULTANT specifying the termination date. Immediately after receiving such notice, CONSULTANT shall discontinue advancing the work under this Contract and shall deliver to the CITY all drawings, notes, calculations, sketches and other materials entirely or partially completed, together with all unused materials supplied by the CITY.

CONSULTANT shall receive as compensation in full for services performed to date of such termination, a fee for the percentage of work actually completed. This fee shall be a percentage of CONSULTANT (S) fee described in this Contract under paragraph 3 and shall be in the amount to be agreed mutually by CONSULTANT and the CITY. The CITY shall make this final payment within sixty (60) days after CONSULTANT has delivered the last of the partially completed items.

**8. OWNERSHIP OF INSTRUMENTS OF SERVICE UPON TERMINATION FOR CAUSE AND/OR FOR CONVENIENCE:**

Upon Termination for Cause or for Convenience, the CITY shall have ownership of the Instruments of Service.

**9. INDEMNIFICATION:**

To the fullest extent permitted by law, CONSULTANT, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by CONSULTANT, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of CONSULTANT's and subcontractor's employees.

**10. INSURANCE REQUIREMENTS:**

**1. General.**

A. At the same time as execution of this Agreement, CONSULTANT shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an Insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Worker's Compensation coverage.

B. CONSULTANT and any of its subcontractors, subconsultants or sublicensees shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect CONSULTANT from liabilities that might arise out of the performance of the Agreement services under this Agreement by CONSULTANT, its agents, representatives, employees, subcontractors, sublicensees or subconsultants and CONSULTANT is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the CONSULTANT from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of SubContractors: If any work is subcontracted in any way, CONSULTANT shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of CONSULTANT in this Agreement. CONSULTANT is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

**2. Minimum Scope and Limits Of Insurance. CONSULTANT shall provide coverage with limits of liability not less than those stated below.**

A. Commercial General Liability-Occurrence Form. CONSULTANT must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles  
Vehicle Liability: CONSULTANT must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on CONSULTANT owned, hired, and non-owned vehicles assigned to or used in the performance of CONSULTANT's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. Workers Compensation and Employers Liability Insurance: CONSULTANT must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having

jurisdiction of CONSULTANT employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

D. Professional Liability. If the Agreement is the subject of any professional services or work performed by CONSULTANT, or if CONSULTANT engages in any professional services or work adjunct or residual to performing the work under this Agreement, CONSULTANT must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the CONSULTANT, or anyone employed by CONSULTANT, or anyone whose acts, mistakes, errors and omissions the CONSULTANT is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and CONSULTANT, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

### 3. Additional Policy Provisions Required.

A. Self-Insured Retentions Or Deductibles. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

B. City as Additional Insured. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, CONSULTANT including the City's general supervision of the CONSULTANT; Products and Completed operations of CONSULTANT; and automobiles owned, leased, hired, or borrowed by CONSULTANT.

2. CONSULTANT's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.

3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by CONSULTANT even if those limits of liability are in excess of those required by this Agreement.

4. CONSULTANT's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by CONSULTANT and must not contribute to it.

5. CONSULTANT's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Coverage provided by CONSULTANT must not be limited to the liability assumed under the indemnification provisions of this Agreement.

7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by CONSULTANT for the City.

8. CONSULTANT, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. CONSULTANT must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the CONSULTANT must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.

**11. 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.

**12. 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

**13. ARIZONA LAW, JURISDICTION AND VENUE, AND FEES AND COSTS:**

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

13.2 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.

13.3 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.

**14. ARIZONA LAW:**

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

**15. 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 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 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.

16. **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 \_\_\_\_\_, 2013.

CITY OF CHANDLER

CONSULTANT

\_\_\_\_\_  
Department Head/Designee      Date

By: [Signature]  
Title: SENIOR VICE PRESIDENT

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

ADDRESS FOR NOTICE  
4343 EAST CAMELBACK ROAD #360  
PHOENIX, ARIZONA 85018

Phone:  
FAX:

APPROVE AS TO FORM

ATTEST: If Corporation

\_\_\_\_\_  
City Attorney by: [Signature]

\_\_\_\_\_  
Secretary

ATTEST:  
\_\_\_\_\_  
City Clerk

SEAL

## EXHIBIT A SCOPE OF WORK

### **BACKGROUND**

The Chandler Heights Community Facilities, which completed construction in 2008, is a 113-acre site located on the northeast corner of Lindsay and Chandler Heights Roads. The facilities include 78 acres of groundwater recharge and wetlands, 4 acres for the Chandler Heights Police Substation and 31 acres of desert landscaping for the Veterans Oasis Park. Four buildings are on the site including the Environmental Education Center (EEC), Police Substation, Maintenance Facility Building, and Pump House adjacent to a manmade community lake and parking.

Approximately one year after construction drywall cracks were observed in several of the EEC classrooms. At the time, the cracks were believed to be the result of expansion and contraction of dissimilar building materials: aluminum framing of windows and CMU. Repairs were made along with modifications to help mitigate future cracking at transition points between dissimilar materials. In 2011 noticeable cracking was again observed and again determined to be caused by dissimilar materials: ICF wall verses interior steel stud wall. Other cracks were determined to be normal expansion inside control joints. On the southeast corner of the EEC entry it was recommended that geotechnical testing be performed to determine where there were indications of soil movement.

The City has had geotechnical testing performed in EEC building and it is believe that soil movement has occurred in this area and that there are three high areas of the floor slab along the southern portion of the EEC building.

The City has recently noticed shifting of the ceiling grid in the Police Substation. Thus, the City has determined the need for Forensic investigation of the buildings.

### **SCOPE OF WORK**

CONSULTANT shall perform forensic investigation including, but not limited to the following tasks, to determine the root cause of building deterioration evidenced by internal and external cracking and provide ultimate remediation recommendations:

#### **Task 1 General Administration and Coordination**

- Management of project including information to and from sub-consultants and direction of when proceed/perform particular tasks, specifically testing methods and/or procedures.
- Maintain project budget and schedule.
- Coordination of onsite visits, testing, and meetings.

#### **Task 2 Research**

- Conduct interviews of local City personnel familiar with the facilities in order to gain knowledge of the history and magnitude of the distress features.

#### **Task 3 Data Collection**

- Obtain copies from City of contracts, construction drawings, construction specifications, construction RFI's, construction reports and/or geotechnical studies associated with original and remediation construction of facilities.
- Onsite Assessment/Photo Documentation of exterior and interior conditions including up to two site visits. Investigate visible evidence of improper site grading, storm water drainage patterns, and construction deviations from engineering plans.
- Maintain log of all information and photos collected.

#### **Task 4 As-Built & Close-Out Document Review**

- Review available as-built construction drawings, construction specifications, construction Requests For Information (RFIs), construction reports, and geotechnical studies associated with the original and remediation construction of facilities to evaluate effectiveness and potential design errors or omissions.
- Compare original construction documents to as-built plans

- Compare RFIs, Architectural Supplemental Instructions (ASIs), and Requests For Proposals (RFPs) to determine if re-occurring problem developed during construction and where it was a design or construction issue. Also determine if re-occurring problem was corrected by Architect and if ASIs were implemented.
- Review paving and grading plans for comparison to actual site conditions. Investigate effective drainage outlets.
- Review building roof and roof drain plans to investigate plumbing. Evaluate engineering drainage design, identify design errors, and verify positive drainage away from building.
- Prepare 3D surface in AutoCAD from topographic survey and utilize it to evaluate actual drainage patterns of the constructed site. Prepare drainage exhibit and identify problem areas and drainage concerns.
- Review structural calculations on building plans for accuracy and conformance of constructed buildings against plans.
- Review drainage report and newly prepared drainage exhibit and evaluate intended drainage pattern to confirm positive, quick, and efficient designed with drainage away from buildings. Evaluate adequacy of drainage conveyance means including accuracy of drainage report calculations.
- Review onsite water, sewer, and fire line utility plans to identify where utility lines enter and travel under buildings. Compare utility locations with areas of observed soil collapse. Coordinate and compare with compaction finding from new geotechnical report.
- Review geotechnical reports including soil types, percolation rates, compaction requirements, soil characteristics, slope requirement near buildings and any specific recommendations for minimum distance of storm water retention and landscape irrigation water from the buildings. Investigate soil treatment requirements and level of compliance of constructed buildings.

#### **Task 5 Site Visits – Visual and Destructive Testing**

- Visual review of buildings to confirm implementation of changes from RFIs, ASIs, and approved RFPs.
- Perform topographic survey of approximately 2.5 acre area of the site surrounding the two buildings. Investigate constructed finished floor elevations and sidewalk grades, identify storm water drainage patterns, document grading conditions, locate utility improvements and locate visually identifiable soil failures.
- Open a few areas of drywall to investigate the condition, method, and pattern of drywall attachment to sub framing.
- Scan exterior wall to determine existence and spacing of wall reinforcing.
- Perform floor level surveys with readily available areas within the EEC and Police Substation buildings.
- Conduct up to two vertical interior concrete slab cores within the Police Substation building in order to measure slab thickness, evaluate presence of subsurface voids, evaluate the presence of an under-slab vapor retarder and sample the underlying subgrade soils.
- Conduct up to six horizontal interior and/or exterior cores through wall elements within the EEC and Police Substation building. This information will be utilized for structural analysis.
- Conduct up to two exterior borings using a truck-mounted drill rig equipped with hollow-stem augers and perform appropriate laboratory testing to evaluate the index, strength and chemical characteristics of the soils. These borings will extend up to 30 feet deep and will generally be located between the existing buildings and the nearby pond located to the northeast of the buildings.
- Excavate up to two test pits around the perimeter of the EEC and Police Substation buildings using hand-operated equipment. These test pits will extend just below the existing spread footing to a depth of about 3 feet.

- Perform leak detection survey of EEC and Police Substation buildings' wet utilities.
- Install up to 10 strain gauges on interior and/or exterior vertical walls associated with the EEC and Police Substation buildings that have experienced cracking or distress. No long-term, 2 months or more, monitoring of these strain gauges is planned.
- Conduct geophysical surveys for one working day on interior and/or exterior vertical walls associated with the EEC and Police Substation buildings in order to evaluate the as-built presence and configuration of reinforcement steel.

**Task 6 Team Coordination Meetings**

- Up to three, two hour, onsite meetings with CONSULTANT team and City's Project team for input and incite of existing conditions and/or discussion of preliminary findings.

**Task 7 Order-of-Magnitude Cost Estimates**

- Prepare preliminary cost estimate(s) of remediation adequate for City programming and budgeting.
- Cost Estimate(s) shall correspond to Forensic Report recommendations including priority work and/or alternate work items.

**Task 8 Draft Report Preparation**

- Prepare report of architectural review and coordination findings.
- Prepare topographic and boundary survey finding report including drainage problem areas, patterns, means, and deficiencies. Deficiencies may include inadequate design and/or construction compliance with original geotechnical report.
- Identify coexistence of utility line and collapsed soil and indications of destabilization from storm water entry in utility trenches.
- Prepare new geotechnical report that presents findings and conclusions associated with geotechnical testing and review of construction documents.
- Prepare Forensic report including written narrative, exhibits, photos and other support documentation explaining project background, evaluation process, field investigations and findings, deficiencies, conclusion of cause(s), and recommendations for remediation. Includes and/or incorporates architectural, civil, structural, and geotechnical sub-report findings.

**Task 9 Final Report Preparation**

- Prepare Finalized Forensic report including written narrative, exhibits, photos and other support documentation explaining evaluation process, conclusion of cause(s), and recommendations for remediation with incorporation of City comment of draft report.
- Documentation shall be sufficient for use by the City in potential future legal prosecution, litigation, and/or proceedings and/or in correspondence with technical registration boards to obtain monetary and/or material and labor compensations to perform remediation work.

**Task 10 Meeting with Client/City**

- Meetings with CONSULTANT team and City staff for formal presentation of Forensic Report

**Allowances (& Sub-consultants)**

Allowances have been included for architectural, civil, structural, and geotechnical engineering sub-consultants to assist in respective consultant tasks above and detailed in fee schedule to be paid by labor actually performed. Sub-consultant allowance costs include sub-consultant direct reimbursement allocation for printing, mileage, additional testing, patching, and surveys, as needed, to be paid at cost. The Reimbursable's Allowance is for CONSULTANT's direct expenses, such as printing and mileage, to be paid at cost.

**Assumptions & Clarifications**

**Geotechnical Sub-Consultant, Ninyo & Moore**

- Access to the facility will be granted and work can be performed during normal working hours, 7 AM to 5 PM Monday thru Friday and no weekend or night work will be needed.
- Replacement or repair of floor coverings is not included, unless added with written approval to be paid by Owner's Allowance.
- Not responsible for damage to utilities, not previously identified by as-builts, prior to subsurface evaluation. City shall provide writing approval of excavation locations prior to start of any subsurface exploration. Geophysical survey for utility locating is not included, unless added with written approval to be paid by Owner's Allowance.
- Site is accessible to normal, two wheel drive, truck-mounted drilling equipment and site access will be granted.
- The work can be accomplished using hollow-stem augers operating a normal rate of penetration.
- If auger refusal or groundwater is encountered, drilling work will terminate and immediate notification will be made to City.
- Bore holes and excavations can be backfilled with spoils.
- Core holes will be patched with quick-set concrete mixed on site.
- Some disturbance should be expected as a result of field work.
- No permits or environmental clearances are required to perform work.

**Civil and Structural Engineer, Broderick Engineering LC**

- Patching of drywall openings to be performed by others and to be paid by an allowance.
- Exclusions, unless specified above or added in with written approval to be paid by Owner's Allowance:
  - Engineering Design
  - ALTA survey
  - Site Plan
  - Landscape Plans
  - Geotechnical/Soils report and testing
  - Environmental Assessments
  - Improvement plans
  - Plan review, permits, assessment, and/or other fees

**EXHIBIT B  
FEE SCHEDULE**

<b>Task</b>	<b>Description</b>	<b>Subtotal</b>
1	General Administration and Coordination	\$517
2	Research	\$887
3	Data Collection	\$1,016
4	As-built & Close-Out Document Review	\$2,311
5	Site Visits - Visual and Destructive Testing	\$4,931
6	Team Coordination Meetings	\$2,605
7	Order-of-Magnitude Cost Estimates	\$2,174
8	Draft Report Preparations	\$3,673
9	Final Report Preparations	\$2,786
10	Meetings W/Client	\$3,555
<b>Direct Labor Total</b>		<b>\$24,456</b>
<b>Allowances (&amp; Sub-consultants)</b>		
11	Breckenridge Architects - Architecture	\$9,069
12	Broderick Engineering LC - Civil & Structural Engineering	\$14,310
13	Ninyo & Moore - Geotechnical Engineering	\$25,081
14	Reimbursable Allowance (reproduction, printing, mileage, patch/repair, etc.)	\$500
15	Owner's Allowance	\$5,000
<b>Allowances Total</b>		<b>\$53,961</b>
<b>Total</b>		<b>\$78,417</b>

**EXHIBIT C**

**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.

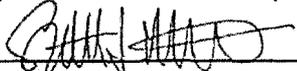
By completing and signing this form the Consultant shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

<b>Project Number/Division:</b> BF1301-101		
<b>Company Name (as listed in the contract):</b>		
<b>Street Name and Number:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>

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:**

  
\_\_\_\_\_

**Printed Name:** SCOTT J. MACPHERSON

**Title:** SENIOR VICE PRESIDENT

**Date (month/day/year):** 4/22/13