



Chandler · Arizona
Where Mutual Make The Difference

**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CP15-085**

1. Agenda Item Number:
71
2. Council Meeting Date:
September 11, 2014

TO: MAYOR & COUNCIL
THROUGH: CITY MANAGER

3. Date Prepared: September 3, 2014

4. Requesting Department: Transportation & Development

5. SUBJECT Professional Services Contract award to Entellus, Inc., for Emmett Drive Improvements - Construction Management Services

6. RECOMMENDATION: Staff recommends City Council award a Professional Services Contract to Entellus, Inc., for Emmett Drive Improvements - Construction Management Services, Contract No. ST1402.451, in an amount not to exceed \$43,296.

7. BACKGROUND/DISCUSSION: The City agreed, as part of the Development Agreement with Rock-Queen Creek LLC, and SunCap Phoenix, LLC, approved by City Council on May 8, 2014, to design and construct half-street collector improvements to Emmett Drive from Ryan Road to ¼ mile south. The roadway will provide additional access for the Chandler Crossroads Development (Federal Express). Overall this project provides a continuous roadway connection from Ryan Road to Queen Creek Road. The scope of work for this project includes asphalt paving, curb and gutter, sidewalk, drainage improvements, signing and striping, streetlights, reclaimed water line, and water line.

This contract is for construction management services consisting of pre-construction assistance, construction management and contractor oversight, construction inspection (Maricopa County Environmental Services Division approvals), quality assurance (QA) materials testing, record drawings, and other related tasks.

8. EVALUATION: In August 2014, using the City's Direct Select process, the Consultant was selected in accordance with state law. Staff reviewed the scope of work, billing rates, and total fee for this project, compared them to historical costs, and determined they are reasonable. Contract completion is 120 calendar days following Notice to Proceed.

9. FINANCIAL IMPLICATIONS:

Cost: \$43,296
Savings: N/A
Long Term Costs: N/A
Fund Source:

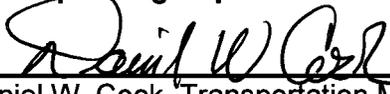
<u>Account No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
411.3310.6517.6ST303	GO Bonds	Street Construction-Variou Improvements	Yes	\$25,111.68
601.3820.6714.6WA110	Water Bonds	Water System Upgrades w/Street Projects		\$ 9,092.16
610.3910.6813.6WW192	Reclaimed Water Reserve	Effluent Reuse Transmission Mains		\$ 9,092.16

10. PROPOSED MOTION: Move City Council award a Professional Services Contract to Entellus, Inc., for Emmett Drive Improvements - Construction Management Services, Contract No. ST1402.451, in an amount not to exceed \$43,296.

ATTACHMENTS: Location Map, Contract

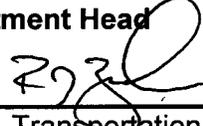
APPROVALS

11. Requesting Department



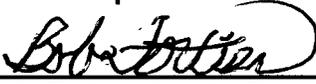
Daniel W. Cook, Transportation Manager/Interim City Engineer

13. Department Head



R.J. Zeder, Transportation & Development Director

12. Transportation & Development



Bob Fortier, Capital Projects Manager

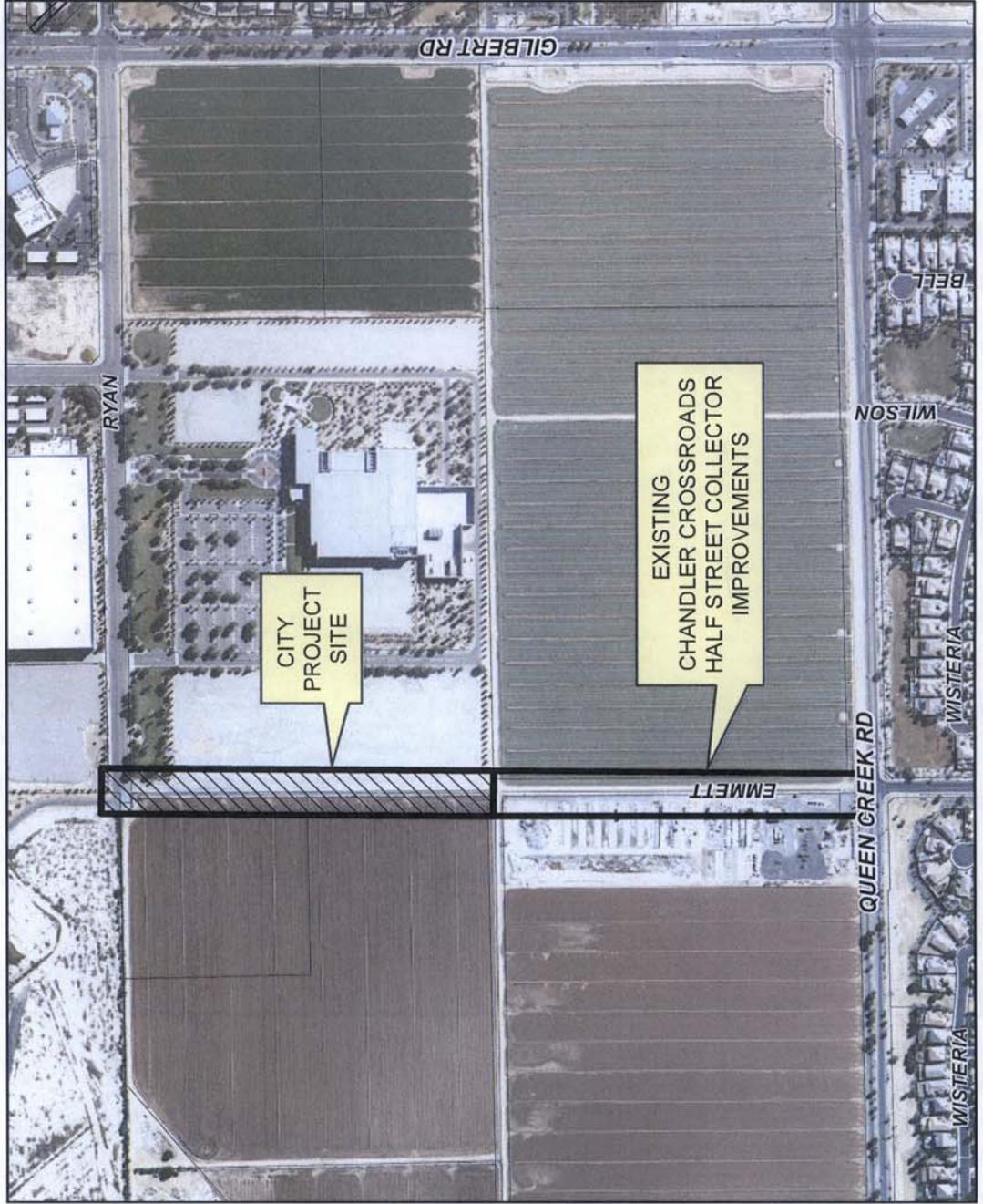
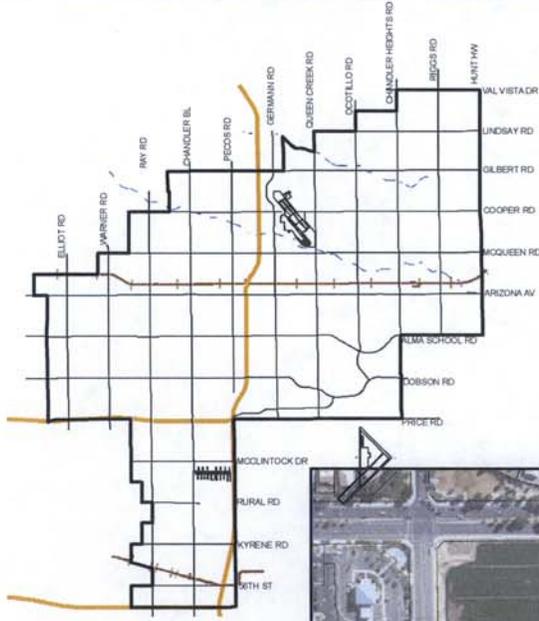
14. City Manager



Rich Dlugas



**EMMETT DRIVE IMPROVEMENTS
CONSTRUCTION MANAGEMENT SERVICES
CONTRACT NO. ST1402.451**



MEMO NO. CP15-085



PROFESSIONAL SERVICES CONTRACT

Project Name: Emmett Drive Improvements – Construction Management Services
Project No. ST1402.451

THIS CONTRACT is made and entered into this _____ day of _____, 2014, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Entellus, Inc., a corporation of the state of Arizona, hereinafter referred to as "CONSULTANT".

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

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

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 Contract CONSULTANT shall act under the authority and approval of City Engineer or designee, (the Contract Administrator), who shall oversee the execution of this Contract, 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 Contract.

2. SCOPE OF WORK:

CONSULTANT shall provide those services described in Exhibit A attached hereto and made a part hereof by reference. Personnel and Assignments and Unit Rates are set forth in Exhibit C.

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 Contract, 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 Contract, CITY shall pay CONSULTANT a fee not to exceed the sum of Forty Three Thousand Two Hundred Ninety Six dollars (\$43,296) in accordance with the fee schedule attached hereto as Exhibit B and incorporated herein by reference.

5. TERM:

Following execution of this Contract by CITY, CONSULTANT shall immediately commence work and shall complete all services described herein within One Hundred Twenty (120) calendar days from the date hereof.

6. TERMINATION FOR CAUSE:

This Contract may be terminated by CITY for cause should the CONSULTANT fail to perform any provision of this Contract, 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 Contract 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 Contract, 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 Contract.

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, but only to the extent caused by the negligence, recklessness or intentional wrong conduct, 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 Contract 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 Contract, including but not limited to, any injury or damages

claimed by any of CONSULTANT's and subcontractor's employees. The amount and type of insurance coverage requirements set forth in the Agreement will in no way be construed as limiting the scope of indemnity in this paragraph.

10. INSURANCE REQUIREMENTS:

1. General.

A. At the same time as execution of this Contract, 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 Contract are satisfied, the insurances set forth below.

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

D. The City in no way warrants that the minimum insurance limits contained in this Contract are sufficient to protect CONSULTANT from liabilities that might arise out of the performance of the Contract services under this Contract 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 Contract 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 Contract.

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

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 Contract.

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 Contract 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 Contract 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 Contract. If any of the required policies expire during the life of this Contract, 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 CONTRACT:

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract 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 Contract.

Pursuant to A.R.S. Section 38-511, CITY may cancel this Contract 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 Contract on behalf of CITY is, at any time while this Contract is in effect, an employee of any other party to this Contract in any capacity, or a consultant to any other party of this Contract with respect to the subject matter of this Contract

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

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

13.2 Jurisdiction and Venue. The parties agree that this Contract is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Contract 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 Contract 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 Contract 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 D) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

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

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

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

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

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

16. NOTICES:

All notices or demands required to be given pursuant to the terms of this Contract 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 _____ 2014.

CITY OF CHANDLER

Department Head/Designee Date

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

APPROVE AS TO FORM

City Attorney by: *[Signature]*

ATTEST:

City Clerk

CONSULTANT
By: *[Signature]*
Title: Sr. Vice President

ADDRESS FOR NOTICE
2255 N. 44th Street, Suite 125
Phoenix, AZ 85008

Phone: _____

ATTEST: If Corporation
[Signature]
Secretary

SEAL

EXHIBIT A SCOPE OF WORK

CONSULTANT shall provide Construction Management (CM) services including pre-construction assistance; construction management & contractor oversight; construction administration; construction inspection; and construction contract close out tasks as detailed below.

1.0 Pre-Construction Assistance

Pre-Construction Assistance services consist of meetings, field reviews, and constructability reviews. The services include:

- Attend (1) Pre-construction meeting;
- Obtain, review and familiarize team with construction documents and CADD files;
- Perform plans in hand field review and provide plan modifications recommendations.

2.0 Construction Management and Contractor Oversight

Construction Management and Contractor Oversight services consist of bi-weekly progress meetings, reviewing Contractor shop drawings and responding to Contractor's Requests for Information (RFI's). The services include:

- Conduct bi-weekly construction meetings including agenda and minutes; assuming a 90 calendar project duration;
- Review, respond, and log Requests for Information (RFI's); 20 assumed;
- Review, verify, respond, and log shop drawings and submittals including material certifications and; 20 submittals assumed;
- Prepare/evaluate, provide recommendations, and maintain logs for Change Orders Requests (COR) Field Directives (FD), Force Accounts (FA) usage, and Requests For Proposal (RFP); 8 changes assumed.

3.0 Construction Administration

N/A

4.0 Construction Inspection

Construction Inspection services consist of providing weekly inspections, preparing inspection reports and monitoring Contractor's conformance to construction documents. The services include:

- Provide weekly construction inspection to verify materials and installations conformance to construction documents for MCESD Approval of Construction for the water line and reclaimed water line;
- Participate in substantial completion inspection to prepare punch list and substantial completion certificate;
- Participate in final completion inspection to certify final completion certificate.

5.0 Utility Coordination

N/A

6.0 Quality Assurance (QA) Materials Testing

Materials testing and QA services consist of sampling and materials and installation tests in accordance with specifications to verify Contractor's testing program is providing accurate results. The services include:

- Coordinate with Contractor's testing representative to obtain required QA tests and sample;
- Sampling and compaction testing of subgrade (including lime-stabilized subgrade base), aggregate base and asphalt concrete materials in new asphalt concrete pavement areas;
- Sampling and testing of subgrade, aggregate base (where required) and concrete for new curbs, gutters, sidewalks and concrete pavement and structures;
- Compaction testing of backfill.

7.0 Record Drawings

Services consist of preparing record drawings from Contractor red-lines. The services include:

- Review and monitor Contractor's weekly updates on red-line drawing set;
- Transfer redlines to AutoCAD files and provide Mylar record drawing with electronic files including professional engineer sealed PDFs;
- Provide resident engineer stamp/certification on cover sheet.

Allowances and Sub-Consultants

- Direct Expense allowance for mileage, printing, and delivery expenses to be paid at cost.
- Owner's Allowance only to be utilized with prior written direction from the City. => \$3,000
- Sub-consultant, ProTex, shall assist with Quality Assurance Testing related work.

Clarifications, Assumptions, and Exclusions

- Inspection field hours and rates are assumed as M-F. If night time and weekend work are necessary OT rates will apply, but are not included in this proposal.
- Inspection hours are assumed only for the first 60 calendar days, or per the duration specified for substantial completion. We assume the work associated with the obtaining the County AOC will be complete within this timeframe.

**EXHIBIT B
FEE SCHEDULE**

TASK DESCRIPTION	SUBTOTAL
1.0 Pre-Construction Assistance	\$1,313
Attend (1) Pre-construction meeting.	\$479
Obtain, review and familiarize team with construction documents and CADD files.	\$486
Perform plans in hand field review and provide plan modifications recommendations.	\$348
2.0 Construction Management and Contractor Oversight	\$11,367
Conduct bi-weekly construction meetings including agenda and minutes; assuming a 90 calendar project duration	\$3,268
Review, respond, and log Requests for Information (RFI's); 20 assumed	\$2,305
Review, verify, respond, and log shop drawings and submittals including material certifications and; 20 submittals assumed	\$2,680
Prepare/evaluate, provide recommendations, and maintain logs for Change Orders Requests (COR) (Field Directives (FD), Force Accounts (FA) usage, and Requests For Proposal (RFP); 5 changes assumed	\$2,058
3.0 Construction Administration	\$0
N/A	\$0
4.0 Construction Inspection	\$13,717
Provide weekly construction inspection to verify materials and installations conformance to construction documents for MCESD Approval of Construction for the water line and reclaimed water line	\$11,465
Participate in substantial completion inspection to prepare punch list and substantial completion certificate	\$648
Participate in final completion inspection to certify final completion certificate	\$734
5.0 Utility Coordination	\$0
N/A	\$0
6.0 Quality Assurance (QA) Materials Testing	\$1,019
Coordinate with Contractor's testing representative to obtain required QA tests and samples	\$1,019
Sampling and compaction testing of subgrade (including lime-stabilized subgrade base), aggregate base and asphalt concrete materials in new asphalt concrete pavement areas	ProTex
Sampling and testing of subgrade, aggregate base (where required) and concrete for new curbs, gutters, sidewalks and concrete pavement and structures	ProTex
Compaction testing of backfill	ProTex
7.0 Record Drawings	\$2,810
Review and monitor Contractor's weekly updates on red-line drawing set	\$348
Transfer redlines to AutoCAD files and provide Mylar record drawing with electronic files including professional engineer sealed PDFs	\$2,312
Provide resident engineer stamp/certification on cover sheet	\$150
DIRECT LABOR SUBTOTAL	\$30,226
ALLOWANCES AND SUB-CONSULTANTS SUBTOTAL	
Direct Expense Allowance	\$1,570
Printing – Bond & Mylar, General Office/Delivery Costs/Postage	\$100.00
Mileage @ \$0.565/mile	\$220
Company Truck @ \$10/hour	\$1,250
DIRECT EXPENSE SUBTOTAL	
Owner's Allowance	\$3,000
ProTex – Quality Assurance Testing	\$8,500
Miscellaneous Field Density Testing	\$1,800
Asphalt Concrete Paving – Field Sampling and Lab	\$3,950
Sitework Concrete – Field Sampling and Lab	\$1,900
Report Preparation	\$450
Project Manager oversight of field and lab	\$400
TOTAL	\$43,296

**EXHIBIT C
PERSONNEL ASSIGNMENTS AND UNIT RATES**

PERSONNEL	LABOR CLASSIFICATION/DESCRIPTION	RATE	UNIT
CONSULTANT			
Entellus, Inc.			
	Construction Manager	118.00	Hourly
	PE	120.00	Hourly
	Construction Engineer	75.00	Hourly
	RLS	118.00	Hourly
	Survey Crew	125.00	Hourly
	Inspector – Civil and Special Inspection	87.00	Hourly
	CAD	64.00	Hourly
ProTex			
	Principal	150.00	Hourly
	Engineer (PE)	95.00	Hourly
	Technician	42.00	Hourly
	Trip	1.00	Mile

EXHIBIT D

Consultant Immigration Warranty

To Be Completed by Consultant Prior to Execution of Contract

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

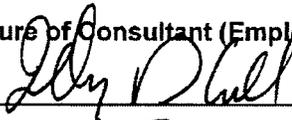
By completing and signing this form the Consultant shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Project Number/Division: ST1402.451		
Company Name (as listed in the contract):		
Street Name and Number:		
City:	State:	Zip Code:

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: Timothy D. Call

Title: Sr. Vice President

Date (month/day/year): 8/26/14