



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CP16-002**

1. Agenda Item Number:

36

2. Council Meeting Date:
September 24, 2015

TO: MAYOR AND COUNCIL

3. Date Prepared: September 9, 2015

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Project Agreement with Wilson Engineers, LLC, for Construction Management Services, for the Ocotillo Recharge Facility Aquifer Storage and Recovery Wells 7, 8, 9, and 10

6. RECOMMENDATION: Staff recommends City Council award a Project Agreement to Wilson Engineers, LLC, for construction management services, for the Ocotillo Recharge Facility Aquifer Storage and Recovery Wells 7, 8, 9, and 10, pursuant to Annual Water and Wastewater Services Contract No. EN1517.101, Project No. WW1407.452, in an amount not to exceed \$753,275, contingent upon written notification from Intel and appropriate funding.

7. BACKGROUND/DISCUSSION: This project is to develop additional effluent recharge capacity as part of the Ocotillo Recharge & Recovery Facility expansion, located at 3333 S. Old Price Road.

The project scope of work consists of: project administration, engineering services, field inspection, startup assistance, permitting assistance, Supervisory Control and Data Acquisition (SCADA) system programming, and configuration of graphics for the operator interface.

The SCADA system programming scope of work includes: modifying the existing six aquifer storage and recovery well sites, upgrading to the fiber optic communication system, establishing a wireless communication and an alarm notification system, as well as integrating the four new aquifer storage and recovery well sites.

A Construction Contract, Project No. WW1407.402, to PCL Construction, Inc., for the Ocotillo Recharge Facility Aquifer Storage and Recovery Wells 7, 8, 9, and 10, is also scheduled for this Council meeting.

8. EVALUATION: This project is being performed under the Annual Water and Wastewater Services Contract No. EN1517.101, to Wilson Engineers, LLC. The costs proposed for this project have been evaluated by staff and are determined to be reasonable. The contract completion time is 410 calendar days following Notice to Proceed.

9. FINANCIAL IMPLICATIONS:

Cost: \$753,275
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>
615.3910.6817.6WW012	Wastewater Operating	Projects Supporting Intel Expansion	Yes	\$497,067
615.3910.6817.6WW189	Wastewater Operating	Effluent Reuse Storage & Recovery Wells	Yes	\$256,208
			Total:	\$753,275

10. PROPOSED MOTION: Move City Council award a Project Agreement to Wilson Engineers, LLC, for construction management services, for the Ocotillo Recharge Facility Aquifer Storage and Recovery Wells 7, 8, 9, and 10, pursuant to Annual Water and Wastewater Services Contract No. EN1517.101, Project No. WW1407.452, in an amount not to exceed \$753,275, contingent upon written notification from Intel and appropriate funding.

ATTACHMENTS: Location Map, Agreement

APPROVALS

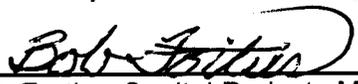
11. Requesting Department


John Knudson, Utilities Engineering Manager

13. Department Head


Dave Siegel, Municipal Utilities Director

12. Transportation & Development

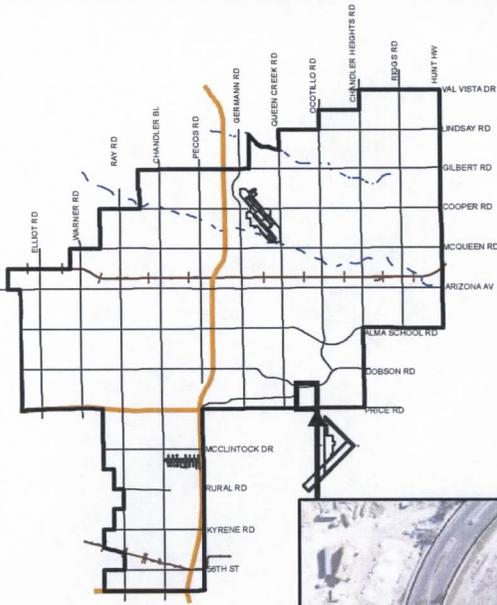

Bob Fortier, Capital Projects Manager

14. Acting City Manager


Marsha Reed



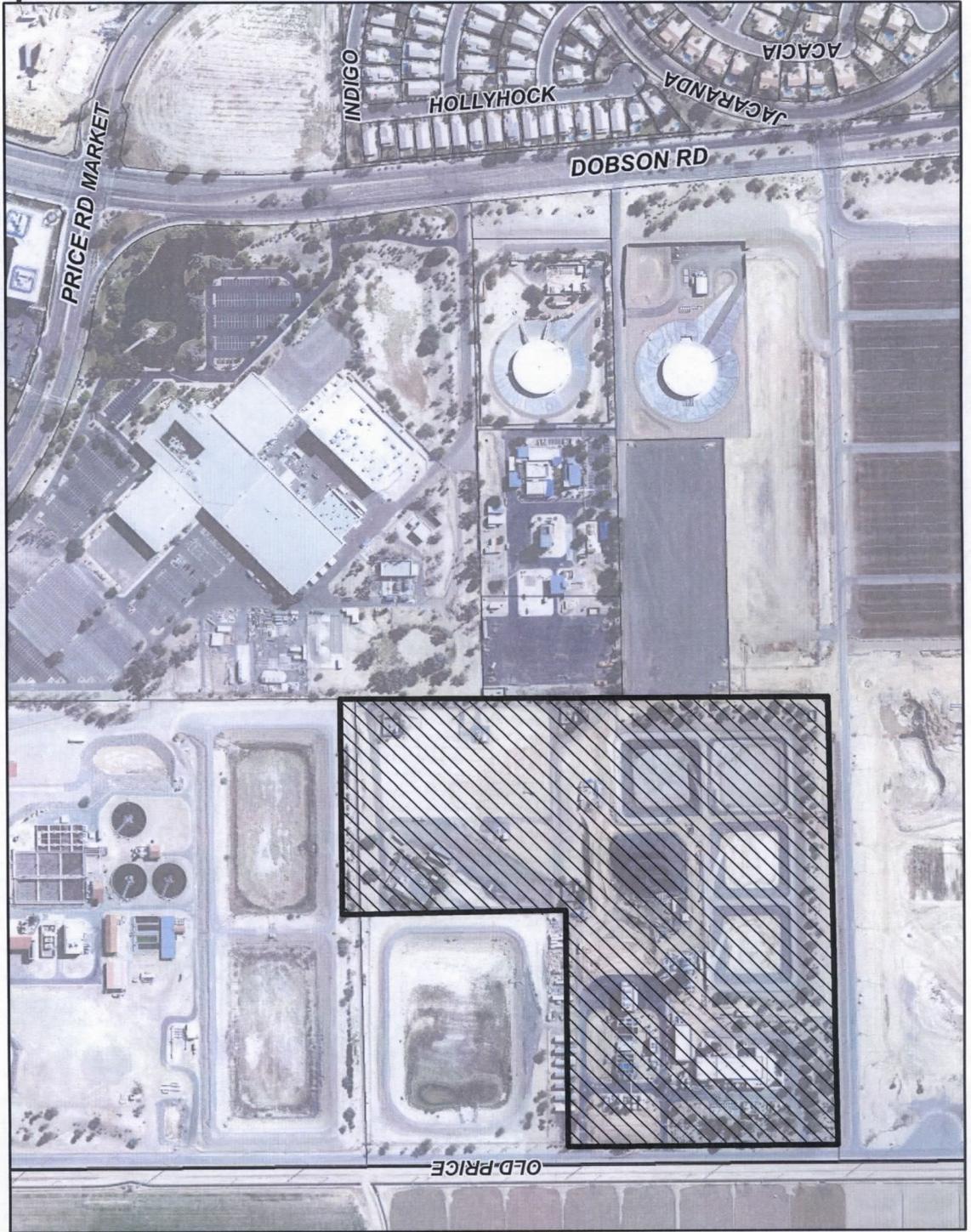
**OCOTILLO RECHARGE FACILITY
AQUIFER STORAGE RECOVERY WELLS 7, 8, 9, & 10
PROJECT NO. WW1407.452**



MEMO NO. CP16-002



PROJECT SITE



**PROJECT AGREEMENT
PURSUANT TO ANNUAL CONTRACT NO. EN1517.101**

PROJECT AGREEMENT NO: WW1407.452

This PROJECT AGREEMENT is made this _____ day of _____, 2015, 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. EN1517.101.

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 Ocotillo Recharge Facility Aquifer Storage and Recovery (ASR) Wells No. 7, 8, 9, & 10, Project Number WW1407.452. The scope of work consists of construction management services for Ocotillo Recharge Facility Aquifer Storage and Recovery (ASR) Wells No. 7, 8, 9, & 10, 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 Seven Hundred Fifty Three Thousand Two Hundred Seventy Five Dollars (\$753,275) determined and payable as set forth in Annual Contract EN1517.101 and Exhibit B attached hereto and made a part hereof by reference.

ARTICLE 3 - CONTRACT TIME:

The contract time is Four Hundred Ten calendar days and Annual Consultant agrees to complete all work within Four Hundred Ten (410) calendar days of the date CITY issues a Notice to Proceed.

ARTICLE 4 - GENERAL:

This Project Agreement is entered into pursuant to Annual Contract No. EN1517.101 and the terms and conditions contained therein are incorporated herein by reference as if set forth in full.

IN WITNESS WHEREOF, the parties hereto have executed this Project Agreement on the day and year first written above.

This Project Agreement will be effective on this _____ day of _____, 2015.

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, LLC
9633 S. 48th St., Ste. 290
Phoenix, AZ 85044-5658

APPROVED AS TO FORM:

Phone: 480-893-8860

City Attorney By: *CA*

ATTEST:

City Clerk

**EXHIBIT A
SCOPE OF WORK**

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) Field inspection services during construction, Section 400
- 4) Special services, Section 500

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. CITY instructions to Contractor(s) shall be issued through ANNUAL CONSULTANT who shall have authority to act on behalf of CITY to the extent provided in this Scope of Services except as otherwise provided in writing.

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 220 - Administer the Construction Schedule

The ANNUAL CONSULTANT's opinions concerning the various scheduling documents 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 shall be performed under Task 400.

Task 225 - 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 Building 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.

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 promptly and in accordance with Project schedule requirements, review and approve, reject or take other appropriate action on the Contractor's request for substitutions. The ANNUAL CONSULTANT shall

not approve any proposed substitution unless such substitution conforms to the Project design concept and the construction contract documents including the contract price.

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 shall require two (2) reviews.

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 shall 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.

Task 250 - Certify Progress Payments

The ANNUAL CONSULTANT shall review, prepare comments, and reach agreement with the Contractor on the progress represented in the Contractor's schedule of values. The monthly schedule update, schedule of values, in combination with the ANNUAL CONSULTANT's field inspections, and the progress schedule shall be used by the ANNUAL CONSULTANT to determine the appropriateness of the Contractor's request for payment.

The ANNUAL CONSULTANT, as an experienced and qualified professional, and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor and recommend in writing, payments to Contractor in such amounts; such recommendations of payment shall constitute a representation to CITY, based on such inspections and review, that;

- 1) the work has progressed to the point indicated;
- 2) to the best of ANNUAL CONSULTANT's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the construction documents, and to any qualifications stated in the recommendation); and
- 3) payment of the amount recommended is due and owing to the Contractor.

For unit price work, the ANNUAL CONSULTANT's recommendations for payment shall a determination of completed quantities of such work.

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. 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 shall 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 as notified by the Contractor, make final inspection to determine if the finished work has been completed to the standard required by the construction documents, determine whether required inspections and approvals for permit compliance have been satisfactorily completed, and Contractor has fulfilled the obligations 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 any conditions therein expressed and in consultation with the CITY whether the work is finally complete. At or prior to the final inspection, the ANNUAL CONSULTANT shall request the Contractor prepare and furnish;

- 1) certification that all obligations for payment for labor, materials or equipment related to the work have been paid or otherwise satisfied;
- 2) certification that all insurance and bonds required of the Contractor beyond final payment is in effect and shall not be canceled or allowed to expire without notice to the CITY;
- 3) the written consent of surety for final payment;
- 4) record document information is complete and submitted;
- 5) all keys, manuals, required spare parts, guaranties and warranties, and other documents necessary for close-out of the work; and
- 6) verification of permit close-out including the Certification of Occupancy.

If the work is not finally complete, the process shall be repeated until the work is finally complete.

Promptly after the work is determined to be finally complete and the ANNUAL CONSULTANT determines that the Contractor has properly submitted the items required for final inspection, the ANNUAL CONSULTANT shall determine whether the Contractor is entitled to final payment and, if so, shall so certify to the CITY.

The ANNUAL CONSULTANT's certification that the Contractor is entitled to final payment constitutes the ANNUAL CONSULTANT's representation to the CITY that;

- 1) the work complies with (a) the construction contract documents, (b) applicable building codes, rules or regulations of all governmental authorities having jurisdiction over the Project, and (c) applicable installation and workmanship standards;
- 2) the Contractor has submitted proper Final Completion close-out documents; and
- 3) the Contractor is entitled to final payment.

The ANNUAL CONSULTANT shall provide to the CITY, at the time it submits a signed final

payment request from the Contractor, all Final Completion close-out documents.

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 – Review Material Testing Results

The ANNUAL CONSULTANT shall review the material testing results performed by the CONTRACTOR's testing agency in accordance with the contract documents requirements. Based on the results provided, the ANNUAL CONSULTANT shall determine acceptability based on the contract document requirements of the area/item being tested. If it is determined that the testing results do not meet the requirements of the contract documents, the ANNUAL CONSULTANT shall require the CONTRACTOR to remedy the area/item and to re-test and re-submit the results for review and approval.

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 shall be provided. Record drawing information may be reproduced by computer aided methods (CAD).

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 shall 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.

Task 370 – Special Inspections

Perform Structural, Electrical, Mechanical, and other Special Inspections as required by the City of

Chandler Building Code (Modified International Building Code). Provide Special Inspection Reports, and signed and sealed Special Inspection Certificates as required by City of Chandler Building Safety Department.

SECTION 400 – FIELD INSPECTION SERVICES DURING CONSTRUCTION

The Field Inspector shall be furnished and shall act as directed by ANNUAL CONSULTANT, in order to assist ANNUAL CONSULTANT in observing performance of the work of the Contractor. Through increased on-site observations of the work in progress and field checks of materials and equipment by the Field Inspector, ANNUAL CONSULTANT shall endeavor to provide further protection for CITY against defects and deficiencies in the work of Contractor; but the furnishing of such Field Inspector shall not make ANNUAL CONSULTANT responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the construction documents.

Field Inspector, as ANNUAL CONSULTANT's agent, shall act as directed by and under the supervision of ANNUAL CONSULTANT, and shall confer with ANNUAL CONSULTANT. Field Inspector's dealings in matters pertaining to the on-site work shall in general be only with ANNUAL CONSULTANT and Contractor, and dealings with subcontractors shall only be through or with the full knowledge of Contractor. Written communication with CITY shall be only through or as directed by ANNUAL CONSULTANT, and when appropriate, may be through the Field Inspector.

Task 410 - Field Administration

Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by Contractor, and consult with ANNUAL CONSULTANT concerning their acceptability.

Meetings: Conduct preconstruction conferences and periodic construction progress meetings (on a weekly or bi-weekly basis during active construction)... Prepare and distribute minutes of such meetings.

Liaison: Serve as ANNUAL CONSULTANT's liaison with Contractor, working principally through Contractor's superintendent and assist the superintendent in understanding the meaning of the Construction Documents. Assist ANNUAL CONSULTANT in serving as CITY's liaison with Contractor, when Contractor's operations affect CITY's on-site operation. As directed by ANNUAL CONSULTANT, assist in obtaining from CITY additional details or information, when required at the job site for proper execution of the work.

Shop Drawings and Samples: Shop drawings and samples which are furnished by Contractor shall be received and reviewed as defined in Task 230. Advise ANNUAL CONSULTANT and Contractor or its superintendent prior to the commencement of any work requiring a Shop Drawing or sample submission if the submission has not been approved by ANNUAL CONSULTANT.

Interpretation of Construction Documents: Receive and transmit clarifications and interpretations of the construction documents to/from the Contractor and ANNUAL CONSULTANT as described in Task 240. Resident Project Representative shall notify the CITY's representative of the ANNUAL CONSULTANT's decision prior to issuance to the Contractor.

Changes: Consider and evaluate Contractor's suggestions for changes in drawings or specifications and report suggestions with recommendations to ANNUAL CONSULTANT. Notify the CITY's representative of changes or alterations believed to be in the CITY's best interest. Provide the CITY's representative with support information of proposed changes. Prepare drawing, details, and specifications needed to describe and justify the change. Prepare an estimate of the cost and time impact of the change and negotiate scope, cost, and schedule with the Contractor.

Records: Maintain at the job site 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 construction contract, ANNUAL CONSULTANT's clarifications and interpretations of the construction documents, progress reports, and other Project related documents.

Prepare daily reports recording 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, inspections in general and specific inspections in detail as to inspecting test procedures. Send record copies to ANNUAL CONSULTANT.

Record names, addresses and telephone numbers of the Contractor's staff, subcontractors and major suppliers of materials and equipment.

Maintain notes to be capable of cross referencing the Contractor's record drawing information for accuracy and completeness.

Receive, review and process daily inspection reports.

Maintain a digital photographic file of the progress of the construction activities throughout the duration of the Project. This photo file shall consist of color photographs taken to document specific construction activities where the information may be of future value. The photographs shall be labeled as to the subject, and date of the photo and the photos shall be kept in files which have been formatted to represent the specific construction area of the Project.

Reports: Each month, furnish ANNUAL CONSULTANT and 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.

The report shall include as a minimum;

- 1) total Project cost to date;
- 2) total Project cost during the period;
- 3) planned versus actual progress;
- 4) actual and/or potential defaults or violations of the construction documents;
- 5) remedies to the above;
- 6) change order activity summary (Task 320); and
- 7) other Project issues.

Consult with ANNUAL CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the work.

Promptly notify the ANNUAL CONSULTANT of any accident relating to the Project.

Contractor Pay Applications: Review applications for payment as described in Task 250 with

Contractor(s) for compliance with the established procedure for their submission and forward those with recommendations to ANNUAL CONSULTANT, 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.

Certificates, Maintenance and Operation Manuals: During the course of the work, review and determine that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to ANNUAL CONSULTANT for review and forwarding to CITY prior to final acceptance of the work.

Task 420 - Inspection of Work, Rejection of Defective Work, and Review of Tests

The Field Inspector shall maintain a presence at the Project site with sufficient frequency to be knowledgeable about the progress and quality of the work to:

1. Conduct on-site observations of the work in progress to assist ANNUAL CONSULTANT in determining if the work is proceeding in accordance with the construction documents and that completed work conforms to the Construction Documents.
2. Report to ANNUAL CONSULTANT 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 ANNUAL CONSULTANT 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 ANNUAL CONSULTANT 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 and report to ANNUAL CONSULTANT.

Task 430 - Completion

The Field Inspector shall assist ANNUAL CONSULTANT during the inspection for Substantial Completion and Final Acceptance as described in Task 260 as follows:

- 1) Before ANNUAL CONSULTANT issues a Certificate of Substantial Completion, submit to Contractor a list of inspected items requiring completion or correction in accordance with the requirements of the construction documents.
- 2) After the Contractor has completed the work of the list of Subtask 430.1 and upon request of the Contractor, Field Inspector shall conduct final inspection with the ANNUAL CONSULTANT, CITY and Contractor. If necessary, prepare a final list of items to be completed or corrected in accordance with the requirements of the construction documents.
- 3) After the Contractor has completed the work of the final list of Subtask 430.2 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 ANNUAL CONSULTANT concerning acceptance.

Limitations of Authority

Except upon written instructions, Field Inspector:

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

SECTION 500 - SPECIAL SERVICES

Task 510 - Warranty

Services after completion of the construction phase, such as inspections upon request during the 12-month guarantee period, reporting discrepancies under guarantees in the construction contract documents, and provide assistance for resolution of defects to be corrected under warranty. The ANNUAL CONSULTANT shall conduct an 11-month site walk-through with the Contractor and the City prior to expiration of the warranty period.

Task 515 – Start-up Assistance

The ANNUAL CONSULTANT shall provide start up services for the project. 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 training to the City personnel on the project objectives, design intent, and system operational procedures.

Task 565 Programming and Graphics Configuration Assistance

The ANNUAL CONSULTANT shall hire a Control Systems Integrator for programming of the SCADA System and configuration of graphics for the operator interface. The ANNUAL CONSULTANT shall coordinate with the Control Systems Integrator to provide submittals, conduct programming workshops, perform PLC and SCADA programming, conduct factory acceptance testing, and provide start up and training services. 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 Control Systems Integrator and CITY to facilitate installation and testing of the new SCADA programming.

Clarifications, Assumptions, and Exclusions:

- Direct expense allowance shall be used to reimburse ANNUAL CONSULTANT at cost for normal reimbursable expenses to include printing, delivery and other approved expenses. Mileage shall be reimbursed at \$0.55 per mile.
- Owner's Allowance shall only be utilized with prior written approval from CITY.

**EXHIBIT B
FEE SCHEDULE**

Project Administration Services During Construction	\$ 183,830
Representation on Behalf of the Owner	\$ 13,890
Administer the Construction Schedule	\$ 11,650
Perform Site Visits	\$ 19,410
Review Shop Drawings & Test Results	\$ 68,260
Issue Interpretations & Clarifications	\$ 52,140
Certify Progress Payments	\$ 9,680
Substantial & Final Completion	\$ 8,800
Engineering Services During Construction	\$ 79,450
Minor Changes, Change Order Requests, etc	\$ 33,380
Review Material Testing Results	\$ 4,510
Record Drawings	\$ 14,900
Operation and Maintenance Manual	\$ 19,420
Special Inspections	\$ 7,240
Field Inspection Services During Construction	\$ 228,120
Field Administration	\$ 18,080
On-site Inspection and Review of the work	\$ 196,240
Completion	\$ 13,800
Special Services	\$ 65,360
Warranty	\$ 14,920
Start-up Assistance	\$ 7,920
Training	\$ 12,480
Programming and Graphics Configuration	\$ 30,040
Subtotal	\$ 556,760
Zak Controls (Subcontractor)	\$ 151,515
Structural Services Allowance (Subcontractor)	\$ 12,500
Direct Expense Allowance	\$ 2,500
Owner's Allowance	\$ 30,000
Total	\$ 753,275