



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CP16-031**

1. Agenda Item Number:

40

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: Professional Services Contract to Carollo Engineers, Inc., for Construction Management Services, for the Ocotillo Water Reclamation Facility Expansion and Related Facilities

6. RECOMMENDATION: Staff recommends City Council award a Professional Services Contract to Carollo Engineers, Inc., for construction management services, for the Ocotillo Water Reclamation Facility Expansion and Related Facilities, Project No. WW1301.451, in an amount not to exceed \$11,586,440.

7. BACKGROUND/DISCUSSION: This contract is for the construction management services for the commissioning of a new treatment system and supporting facilities to expand the Ocotillo Water Reclamation Facility (OWRF). The expansion of the OWRF will be located immediately north and west of the existing OWRF, located at 3333 S. Old Price Road. Currently, the OWRF has a ten million gallon per day (MGD) capacity. This phase of construction will add five MGD capacity. In future years, additional expansions to this facility will accommodate the Lone Butte Wastewater Treatment Facility replacement and the City's wastewater treatment build-out capacity.

The scope of work consists of construction management and inspection services. Tasks include: shop drawing review, design modifications to fit field conditions, resident engineering and inspection services, permitting assistance, material testing, record drawing preparation, operator training, start-up, and operating assistance.

A Construction Manager at Risk Contract, Project No. WW1301.402, to Sundt-McCarthy, an Arizona Joint Venture, for the OWRF Expansion and Related Facilities, is also scheduled for this Council meeting.

8. EVALUATION PROCESS: On July 16, 2013, the consultant was selected in accordance with State law, and City policies and procedures. Staff reviewed the scope of work, billing rates, and total fee for this project, compared them to historical costs, and determined they are reasonable. The contract completion time is 1,026 calendar days following Notice to Proceed.

9. FINANCIAL IMPLICATIONS:

Cost: \$11,586,440
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>
611.3910.6814.6WW661	Wastewater Bonds	Ocotillo Water Reclamation Facility	Yes	\$ 534,905
615.3910.6814.6WW661	Wastewater Operating	Ocotillo Water Reclamation Facility	Yes	\$11,051,535
Total:				\$11,586,440

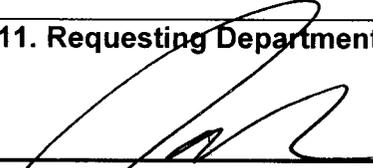
10. PROPOSED MOTION: Move City Council award a Professional Services Contract to Carollo Engineers, Inc., for construction management services, for the Ocotillo Water Reclamation Facility Expansion and Related Facilities, Project No. WW1301.451, in an amount not to exceed \$11,586,440.

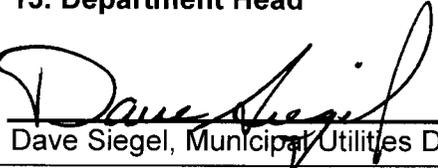
ATTACHMENTS: Location Map, Contract

APPROVALS

11. Requesting Department

13. Department Head

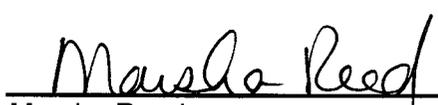

John Knudson, Utilities Engineering Manager


Dave Siegel, Municipal Utilities Director

12. Transportation & Development

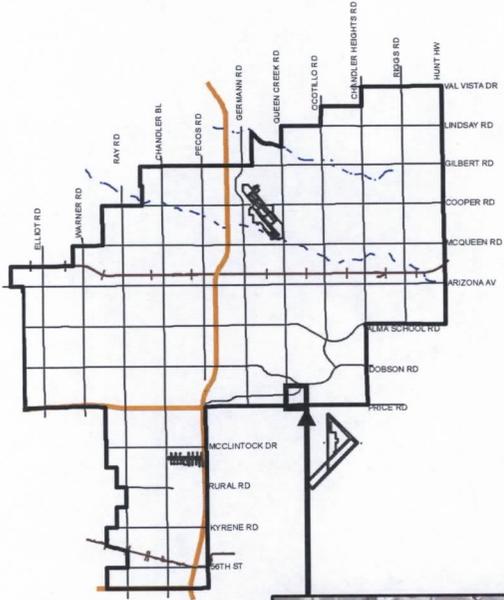
14. Acting City Manager


Bob Fortier, Capital Projects Manager


Marsha Reed



OCOTILLO WATER RECLAMATION FACILITY (OWRF) EXPANSION PROJECT NO. WW1301.451



MEMO NO. CP16-031



PROJECT SITE



PROFESSIONAL SERVICES CONTRACT

Project Name: Ocotillo Water Reclamation Facility (OWRF) Expansion
Project No. WW1301.451

THIS CONTRACT is made and entered into this ____ day of _____, 2015, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Carollo Engineers, Inc. a Delaware corporation, licensed to do business in 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.

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 Eleven Million Five Hundred Eighty Six Thousand Four Hundred Forty Dollars (\$11,586,440) 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 Thousand Twenty Six (1,026) 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 assignment 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 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 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.

16. NOTICES:

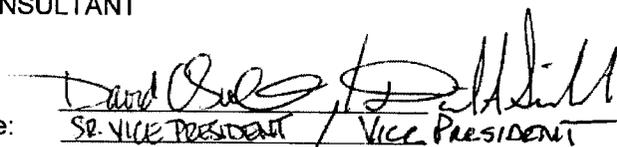
All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this ____ day of _____, 2015.

CITY OF CHANDLER

CONSULTANT

MAYOR Date

By: 
Title: SR. VICE PRESIDENT / VICE PRESIDENT

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

ADDRESS FOR NOTICE
4600 E. Washington St. Suite 600
PHOENIX, AZ 85034
Phone: (602) 263 0500

APPROVE AS TO FORM

ATTEST: If Corporation

City Attorney by: (kb)

Secretary

ATTEST:

City Clerk

SEAL

EXHIBIT A SCOPE OF WORK

General Description

The City of Chandler (CITY) desires to plan, design, construct, and commission a new treatment train and supporting appurtenances to upgrade and expand the existing Ocotillo Water Reclamation Facility (OWRF) in order to accommodate residential flows, industrial flows, and reclaimed water demand in the West Chandler area. The Project will be procured and constructed using the Construction Manager at Risk (CMAR) alternative project delivery method, based on a CITY-accepted guaranteed maximum price (GMP) for the associated work.

This scope and fee is associated with construction of the new treatment train and associated support facilities (City Project No. WW1301.451) associated with the OWRF Expansion Design and Permitting Assistance Services (City Project No. WW1301.201).

This Scope of Services is limited to the Construction Phase of the Project, focusing on construction, startup and testing of the design components by the selected CMAR. In addition to construction administration and inspection (CA&I), including both field and office services, efforts by Carollo Engineers (CONSULTANT) during this Construction Phase will also include the necessary project management and public involvement services.

Project Assumptions

1. Project will be procured using the CMAR alternative project delivery method. References herein to "Contractor(s)" shall mean the CMAR and associated Subcontractors.
2. Construction under the GMP is targeted for Substantial Completion in December 2017, with Final Completion in March 2018, assuming Notice-to-Proceed on or before October 2, 2015, for a total construction duration of 30 months (130 weeks). Extension of CONSULTANT's services beyond this duration (excluding warranty assistance period services) may be subject to an amendment for additional services.
3. Fee is based on an anticipated total number of shop drawings to not exceed 2,000; anticipated total number of RFIs to not exceed 600; anticipated number of clarifications of 75; and anticipated total number of potential change orders to not exceed 50. Number of documents submitted by the CMAR will be tracked by the CONSULTANT throughout the duration of the Project, and quantities in excess of the maximum amounts listed may be subject to an amendment for additional services.
4. Project Deliverables. CONSULTANT will produce and submit draft and final deliverables in hardcopy format for review by the CITY and CMAR, as identified herein. Electronic copies of the various deliverables will also be provided in PDF and posted on a collaborative project website (with the exception of site security-related documents, monthly invoices and other documents as determined by the CITY). CITY shall agree to review draft project deliverables and provide comments to CONSULTANT in a timely fashion, typically within three (3) weeks of submittal.
5. Project Documentation: CONSULTANT will coordinate with CMAR in the use of their online project documentation management system [Prolog] for storage and transfer of all construction-related project records, documentation, and communications throughout the duration of the Project.
6. Standard of Care: CONSULTANT will perform the services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required of individuals performing the same or similar services, under the same or similar circumstances, in the State of Arizona.
7. Third Parties: The services to be performed by CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to the CONSULTANT CONTRACT shall be entitled to rely on CONSULTANT's performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this CONTRACT or performance of the CONSULTANT's services hereunder.

Scope of Services

CONSULTANT will complete the scope defined herein for the Construction Phase related to construction and post-construction services, based on the following overall Project Work Breakdown Structure (WBS). (NOTE: Specific tasks under this contract are shown in bold font below.)

Task 100 – Programming Phase Development (Completed under Contract WW1301.102)

Task 200 – Preliminary Design Development (Completed under Contract WW1301.201)

Task 300 – Detailed Design Development (Completed under Contract WW1301.201)

Task 400 – Project Management

401 – Project Control and Reporting

402 – Subconsultant Management

Task 500 – Quality Management (Completed under Contract WW1301.201)

Task 600 – Permitting Assistance (Completed under Contract WW1301.201)

Task 700 – Public Involvement Assistance

701 – Community Advisory Panel (CAP) Meetings

702 – Project Newsletters

Task 800 – CMAR Coordination (Completed under Contract WW1301.201)

Task 900 – Construction Phase Services

910 – Project Administration Services during Construction (PASDC)

911 Representation on Behalf of City

912 Administer the Construction Schedule

913 Review Shop Drawings and Test Results

914 Issue Interpretations and Clarifications

915 Certify Contractor Progress Payments

916 Substantial Completion and Final Inspection

920 – Engineering Services during Construction (ESDC)

921 Survey Reference Points (Not Required)

922 Minor Changes, Change Order Requests, and Change Orders

923 Material Testing

924 Record Drawings

925 Manufacturer Operation and Maintenance Manuals

930 – Resident Services during Construction (RSDC)

A. General

B. Duties and Responsibilities:

931 Field Administration

932 On-Site Inspection and Review of the Work

933 Completion

C. Limitations of Authority

940 – Special Services

941 Warranty

942 Training

943 “Real Time” Record Documents

944 Operations Manual

- 945 Electronic Operations and Maintenance Manual (EOMM)**
- 946 Update Computerized Maintenance Management System**
- 947 Instrumentation and Control System**
- 948 MOPO Coordination**
- 949 Start-up and Commissioning**

Allowances

Construction contract documents ("construction documents") are defined as the CMAR agreement, general conditions, supplemental conditions, drawings, standard details, specifications, addenda, and executed change orders prepared for construction of the Project.

TASK 400 – PROJECT MANAGEMENT

CONSULTANT will perform various project management and monitoring activities throughout the Construction Phase, as delineated in the following tasks and sub-tasks.

401 – Project Control and Reporting

Develop monthly progress reports and invoices throughout the Construction Phase that identify the following:

- Work completed since the previous report.
- Work anticipated in the upcoming month.
- Project status, including scheduled and actual percent completes for the major tasks.
- Budget status, including contracted amount, total spent to date, amount remaining, percent spent and actual percent complete.
- Schedule status, including variances in the project schedule by milestone and/or deliverable, and total project.
- Dates of anticipated milestones and/or deliverables in the upcoming month.
- List of coordination and/or information required, including responsible parties.
- List of problems encountered (if any) and proposed resolution, including technical, budgetary and schedule problems.
- List of potential scope changes, including a brief description and reason for change, along with potential impact on budget and schedule.
- List of issues needing resolution, including party(s) involved and date required so as not to impact project schedule.

Deliverables: Monthly Progress Reports and Invoices (hardcopy format only)

402 – Subconsultant Management

Prepare and coordinate necessary subconsultant agreements required for the Project, and manage the subconsultants throughout the Construction Phase accordingly.

TASK 700 – PUBLIC INVOLVEMENT ASSISTANCE

The purpose of the Public Involvement (Outreach) Program is to aid the project team in their communication with the community surrounding the Project site throughout the duration of the Project. It is the intention of the public involvement portion of the Project to keep affected stakeholders informed of proposed changes to the site, consider comments from and listen to potentially affected interests, and work with the project team to make sure that alternatives are developed which consider the feedback obtained from the public input, as may be requested by the CITY.

701 – Community Advisory Panel (CAP) Meetings

CONSULTANT will conduct semi-annual general coordination meetings with a Community Advisory Panel (CAP) to update the CAP stakeholders on project progress and other general communications. Meetings will be conducted at a CITY facility. A total of four (4) CAP meetings are anticipated during the duration of the Project. CONSULTANT will prepare an agenda and any necessary supporting materials prior to meetings, and will prepare and distribute minutes following meetings.

Deliverables: Meeting Agenda and Summary Notes (electronic format only)

702 – Project Newsletters

CONSULTANT will develop project newsletters to be distributed to the local community residents and businesses around the project area via electronic (email) format. A total of four (4) project newsletters are anticipated.

Deliverables: Draft and Final Newsletters (electronic format only)

TASK 900 - CONSTRUCTION PHASE SERVICES

The purpose of this task is for CONSULTANT to provide Project Administration, Engineering and Resident Services during the Construction Phase of the Project, as well as additional Special Services, as defined further herein. [NOTE: Reference to "Contractor(s)" herein refers to CMAR and Subcontractors.]

TASK 910 – PROJECT ADMINISTRATION SERVICES DURING CONSTRUCTION

911 – Representation on Behalf of City

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

CONSULTANT will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) (unless otherwise specified in the construction contract documents) or the safety precautions and programs associated with the work of Contractor(s), and will not be responsible for the Contractor's failure to carry out Work in accordance with the Contract Documents.

CONSULTANT will make site(s) visits appropriate for the size of Project and type of construction at periods appropriate to the various stages of construction to inspect, as an experienced and qualified professional, the progress and quality of the executed work of Contractor(s) and to determine if such work is proceeding in accordance with the construction documents.

CONSULTANT 's efforts will be directed toward providing a greater degree of confidence for CITY that the completed work of Contractor(s) will conform to the Contract Documents, but CONSULTANT will not be responsible for the failure of Contractor(s) to perform the work in accordance with the construction documents.

On the basis of on-site examination of materials, equipment, and workmanship, CONSULTANT will keep CITY informed of the progress of the work, will endeavor to guard CITY against defects and deficiencies in such work, and will disapprove or reject work failing to conform to the construction documents. This task will include the following items:

911.1 Conduct pre-construction [kickoff] conference: CONSULTANT will conduct a pre-construction [kickoff] conference. At the conference, the CONSULTANT will identify field services to be provided by CONSULTANT and discuss appropriate coordination procedures. CONSULTANT will prepare an agenda for the meeting and will prepare and distribute the meeting minutes. CONSULTANT 's Resident Project Representative (RPR) will conduct the meeting.

Deliverables: Meeting Agenda and Summary Notes (electronic format only)

911.2 Provide construction administration, quality assurance, and coordination: CONSULTANT will provide construction administration and quality assurance services during the course of construction regarding the overall technical correctness of the construction phase services and that specified procedures are being followed and that schedules are being met. CONSULTANT will provide coordination functions during the construction phase as follows;

- A) hold coordination meetings with the CITY representative and other City staff as appropriate;
- B) coordinate with regulatory and approving agencies and utilities as required;
- C) coordinate the work of specialty subconsultants assigned to the Project; and
- D) verify Contractor's Material Safety Data Sheets (MSDS) are on file at the job site.

911.3 Provide project documents: CONSULTANT will 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, 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 Task 930 at the RPR's field office. A duplicate set of records shall also be maintained in CONSULTANT's field office.

B) Status reports for the construction contract shall be provided under Task 931.

Deliverables: Miscellaneous Project Documents (hardcopy and electronic format)

912 – Administer the Construction Schedule

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) identified in the construction documents.

912.1 Review progress schedule: CONSULTANT will review and critique the Contractor's progress schedule in accordance with the construction documents. CONSULTANT will examine the work sequence, durations, interim milestones, and other appropriate scheduling features in accordance with the requirements of the construction documents. CONSULTANT will prepare a summary of the baseline schedule review comments and will meet and discuss the schedule comments with the Contractor and the CITY's representative.

Deliverables: Baseline Schedule Review Comments Summary (electronic format only)

912.2 Review progress schedule updates: CONSULTANT will review the Contractor's progress schedule updates to the construction schedule in accordance with the construction documents. CONSULTANT will perform a review of progress accomplished during the period and compare to planned schedule and discuss significant discrepancies with the Contractor. CONSULTANT and Contractor will establish, based on the data, the percent of Project completion. CONSULTANT will meet with Contractor on monthly basis to review and update the schedule data. Based upon the schedule update, CONSULTANT will recommend processing progress payments. The primary performance of the task will be performed under Task 930.

913 – Review Shop Drawings and Test Results

CONSULTANT will receive, review, evaluate, and distribute (or take other appropriate action in respect of) shop drawings, samples, test results, and other data which Contractor is required to submit. CONSULTANT's review shall 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(s), or to safety precautions and programs associated thereto. CONSULTANT will receive and review (for general contents as required by the construction documents) maintenance and operating schedules and instructions, operation and maintenance manuals, guarantees, and certificates of inspection, which are to be assembled by Contractor(s) in accordance with the construction documents.

CONSULTANT will 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. CONSULTANT will promptly and in accordance with Project schedule requirements, review and approve, reject or take other appropriate action on the Contractor's request for substitutions. CONSULTANT will not approve any proposed substitution unless such substitution conforms to the Project design concept and the construction documents including the contract price.

Task effort is based on receiving an estimated total of 2,000 shop drawing submittals. Submittal review efforts are based upon a maximum of two (2) reviews per submittal and that no more than fifty percent (50%) of the total number of first submittals will require two (2) reviews.

Deliverables: Shop Drawing Log, Transmittals and Shop Drawings Review Comments (electronic format only)

914 – Issue Interpretations and Clarifications

CONSULTANT will issue the CITY's instructions to Contractor(s); 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 the acceptability of the work thereunder, and make decisions on all claims of CITY and Contractor(s) 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. CONSULTANT will render interpretations or decisions in good faith and in accordance with the requirements of the construction documents.

CONSULTANT will respond to the CITY's representative and/or Contractor to clarify and/or interpret technical or design-related questions. Routine technical interpretations shall be responded to under Task 931. CONSULTANT will respond to issues raised during construction regarding interpretation and clarification of the contractual administrative and technical requirements of the construction documents. CONSULTANT will serve as the CITY's advisor in resolution of these issues. Clarifications shall be issued to the Contractor under Task 931.

Deliverables: Interpretation Responses and Clarifications (electronic format only)

915 – Certify Contractor Progress Payments

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

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

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

For unit price work, CONSULTANT's recommendations for payment will be a determination of completed quantities of such work.

Deliverables: Progress Payments Certification (electronic format only)

916 – Substantial and Final Completion Inspection

Following notice from the Contractor, CONSULTANT will 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 CONSULTANT considers the work substantially complete, CONSULTANT will 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. If the work is not substantially complete, the process shall be repeated until the work is substantially complete.

CONSULTANT will, 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 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, CONSULTANT will request the Contractor prepare and furnish:

- A) certification that all obligations for payment for labor, materials or equipment related to the work have been paid or otherwise satisfied;
- B) certification that all insurance and bonds required of the Contractor beyond final payment is in effect and will not be canceled or allowed to expire without notice to the CITY;
- C) the written consent of surety for final payment;
- D) record document information is complete and submitted;
- E) all keys, manuals, required spare parts, guaranties and warranties, and other documents necessary for close-out of the work; and
- F) 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 CONSULTANT determines that the Contractor has properly submitted the items required for final inspection, CONSULTANT will determine whether the Contractor is entitled to final payment and, if so, will so certify to the CITY.

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

- A) 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;
- B) the Contractor has submitted proper Final Completion close-out documents; and
- C) the Contractor is entitled to final payment.

CONSULTANT will provide to the CITY, at the time it submits a signed final payment request from the Contractor, all Final Completion close-out documents.

CONSULTANT will not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractor(s)' agents or employees or any other persons (except CONSULTANT's own employees and agents) at the site(s) or otherwise performing any of the Contractor(s)' work; however, nothing contained in Task 911 through Task 916, inclusive, shall be construed to release CONSULTANT from liability for failure to properly perform duties in accordance with this scope of services.
Deliverables: Certificate of Substantial Completion, Punch-List, and Final Completion Documentation (electronic format only)

TASK 920 – ENGINEERING SERVICES DURING CONSTRUCTION

921 – Survey Reference Points – Not Required

922 – Minor Changes, Change Order Requests, and Change Orders

CONSULTANT, without the CITY's prior approval, may authorize or direct minor changes in the Work which are consistent with the intent of the construction contract documents and which do not involve a change in Project cost, time for construction, Project scope, aesthetics, or approved design elements. Any such minor changes shall be implemented by written field order. Except as provided in this paragraph, CONSULTANT shall not have authority to direct or authorize changes in the Work without the CITY's prior written approval; however, CONSULTANT shall provide a copy of any written field order to the CITY.

CONSULTANT will promptly consult with and advise the CITY concerning, and shall administer and manage, all change order requests and change orders.

CONSULTANT will prepare, when requested by the CITY, required drawings, specifications and other supporting data regarding minor changes, change order requests, and change orders.

CONSULTANT will prepare and submit change order requests explaining the merits for the change and a recommendation for the CITY's approval and acceptance.

CONSULTANT will negotiate an agreement with the Contractor as to scope of work and cost, time or both associated with the change in Work. The change order shall include a written justification for the cost of the Work.

CONSULTANT will administer and manage minor changes, change order requests, and change orders on behalf of the CITY. Change orders shall be prepared on a standard form provided by the CITY.

Should a change order request be accepted by the CITY in the absence of an agreement with the Contractor as to cost, time, or both, CONSULTANT will:

- A) receive and maintain all documentation pertaining to the change order request required of the Contractor;
- B) examine such documentation on the CITY's behalf;
- C) take such other action as may be reasonably necessary or as the CITY may request; and
- D) make a recommendation to the CITY concerning any appropriate adjustment in the construction cost and/or time, and prepare a change order for Contractor's acceptance and City approval.

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.

Deliverables: Field Orders, Potential Change Order (PCO) Documentation, and Change Order Directives (electronic format only)

923 – Material Testing

CONSULTANT will provide material testing service for tests as required to be performed by the CITY in the construction documents.

CONSULTANT will provide the services of a professional construction materials inspection and testing laboratory that meets ASTM E329 requirements. Inspection and testing will be coordinated with the construction schedule. Testing and inspection services will include placement inspection and testing of compacted select fill and backfill, ordinary backfill, paving base, pavement subgrade, and subgrade courses; asphaltic concrete pavement inspection and field density tests and concrete testing and inspection. Samples for testing will be collected from the construction site and delivered to the laboratory. The laboratory will provide a construction materials technician (technicians) to perform the field construction materials inspection and field testing services herein outlined.

CONSULTANT will review laboratory reports and reports of inspection and testing activities describing the tests and inspections made and maintain files of this documentation to be turned over to the CITY. The laboratory will itemize any changes in specifications or acceptance criteria authorized by CONSULTANT and report the actual condition of all items tested and inspected. The laboratory shall report directly to CONSULTANT's RPR and shall receive direction with respect to work activities, duties, duration, reporting procedures, etc., from CONSULTANT's RPR.

CONSULTANT's laboratory (and its technician(s)) will inspect and test for the following:

- 923.1 **Soils Testing:** Select backfill, backfill and subgrade materials under and around structures, paved areas, pipe trenches, and duct bank/conduit, etc., for compaction to the appropriate percentage of the moisture-density specified for each material. Selection of areas to be tested will be made by CONSULTANT. Placement of select backfill will be periodically monitored by the technician for compliance with project materials quality specifications. Field moisture-density tests will be conducted by the technician at the frequency directed by CONSULTANT. In-place density tests and sampling will be conducted by the technician on the compacted asphalt pavement at the frequency designated by CONSULTANT. Moisture-density relationships will be determined in accordance with the moisture-density specifications specified for this Project, utilizing the appropriate method for each material type. Optimum moisture and maximum density remolded swell and plasticity index testing will be determined as required for each sample submitted. Soil sieve analyses will be conducted prior to placement of select backfill, and embedment and all granular fill materials.

923.2 **Concrete Placements:** The laboratory's technician will monitor the concrete materials, as delivered to the Project site, for compliance with the requirements of the construction documents. These requirements include temperature, slump, air content, time of delivery and composition as delivered. The technician will report any deviations from the Construction Document requirements to CONSULTANT's RPR. CONSULTANT's RPR will determine the acceptability of the products. The technician will prepare and deliver (to the laboratory for testing) the concrete test cylinders in accordance with the construction documents and appropriate American Concrete Institute (ACI) Standards.

Deliver to the laboratory, from the construction site, the concrete test cylinders prepared by the technician. Provide test cylinder control system in accordance with the laboratory's standard control procedure.

923.3 **Testing of Hot Mix Asphaltic Concrete:** Bitumen extraction, aggregate gradation, bitumen content, laboratory density and stability test will be performed for paving operations.

923.4 **Additional Testing:** Additional testing services that may be required throughout the life of the construction period will be provided at CONSULTANT's request. Fees for these services will be invoiced through CONSULTANT to the CITY at the laboratory's standard unit rates in effect at the time these services are provided.

Written reports of all testing results which identify the required data and identify conformance or non-conformance with the construction documents will be maintained by CONSULTANT and provided to the CITY at the completion of the Project. CONSULTANT will take appropriate action on all such testing and inspection reports, including acceptance, rejection, requiring additional testing or corrective work, or such other action CONSULTANT deems appropriate. CONSULTANT will promptly reject Work which does not conform to and comply with testing requirements.

Deliverables: Materials Testing Laboratory Results and Inspection Reports (electronic format only)

924 – Record Drawings

CONSULTANT will prepare a set of record drawings showing those changes made during construction. Record drawing information shall be based on marked-up prints, drawings, and other data furnished by Contractor(s) to CONSULTANT, which CONSULTANT will review for accuracy and completeness. Record drawings will be maintained in "real time" with regular updates in accordance with Task 943.

CONSULTANT will prepare the following:

924.1 One (1) full-size black line copies and three (3) 11" x 17" black line copies to submit to the CITY. Record drawing information will be added electronically to existing AutoCAD files by CONSULTANT as the record set. The record drawings will be conformed to reflect shop drawing review, substitutions, clarifications, and change order information. The original cover sheet with all the signatures and CONSULTANT's seals will be used for the record drawings.

924.2 Electronic files representing record drawing information, including both AutoCAD and PDF formats. (Note: The record drawing electronic files will be used as facility drawings by the City. The set of record drawings defined in Subtask 924.1 above will represent the official record drawing set for the Project.)

CONSULTANT's RPR will review and coordinate the record drawings. The record drawings will be available to the CITY within thirty (30) days of receipt of all data in its entirety from the Contractor.

Deliverables: Record Drawings (hardcopy and electronic format)

925 – Manufacturer Operation and Maintenance Manual

Prepare a record of manufacturer or supplier-furnished operating and maintenance (O&M) manuals that reflects the intent of design and the manufacturer's installation, operation, and maintenance requirements. The record may comprise catalog-cuts or manuals of materials or equipment supplied by the manufacturer that demonstrate compliance with the construction documents. It is expected that the Contractor will furnish manufacturer's manuals prior to installation of the respective equipment. A record of manufacturer operation and maintenance manuals will be maintained by CONSULTANT as the information is submitted by the

Contractor. The preliminary record shall be submitted to the CITY on or about 80 percent construction completion; and a final record shall be submitted within 60 days following substantial completion.

The review of manufacturer operations and maintenance manuals will occur under Task 913. The development of facility operation and maintenance manual will occur under Task 945 (Electronic Operations and Maintenance Manual) and Task 946 (Update Computerized Maintenance Management System).

Deliverables: Draft and Final Manufacturer O&M Manual Record (electronic format only)

TASK 930 – RESIDENT SERVICES DURING CONSTRUCTION

A – General

The Resident Project Representative (RPR) and various Inspectors will be furnished and will act as directed by CONSULTANT, in order to assist CONSULTANT in inspecting performance of the work of the Contractor(s). Through more extensive on-site inspections of the work in progress and field checks of materials and equipment by the RPR and Inspectors, CONSULTANT will endeavor to provide further protection for CITY against defects and deficiencies in the work of Contractor(s); but the furnishing of such RPR representation will not make 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.

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

B – Duties and Responsibilities

931 – Field Administration

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

Meetings: Conduct pre-construction [kickoff] conference and periodic construction progress meetings. Prepare and distribute minutes of such meetings.

Liaison: Serve as CONSULTANT's liaison with Contractor, working principally through Contractor's superintendent and assist the superintendent in understanding the meaning of the construction documents. Assist CONSULTANT in serving as CITY's liaison with Contractor, when Contractor's operations affect CITY's on-site operation. As directed by 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 will be received and reviewed as defined in Task 913. Advise 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 CONSULTANT.

Interpretation of Construction Documents: Receive and transmit clarifications and interpretations of the construction documents to/from the Contractor and CONSULTANT as described in Task 914. The RPR will notify the CITY's representative of 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 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,

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 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 will consist of color digital photographs taken to document specific construction activities where the information may be of future value. The photographs will be labeled as to the subject, and date of the photo and the photos will be kept in files which have been formatted to represent the specific construction area of the Project.

Reports: Each month, furnish 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 will include as a minimum;

- total Project cost to date;
- total Project cost during the period;
- planned versus actual progress;
- actual and/or potential defaults or violations of the construction documents;
- remedies to the above;
- change order activity summary (Task 922); and
- other Project issues.

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

Promptly notify CONSULTANT of any accident relating to the Project.

Contractor Pay Applications: Review applications for payment as described in Task 915 with Contractor(s) for compliance with the established procedure for their submission and forward those with recommendations to 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 CONSULTANT for review and forwarding to CITY prior to final acceptance of the work.

Start-up Assistance: Start-up services shall be sufficient to transfer finished work from a construction status to operating, functional system(s). Such services may include review of Contractor's start-up plan, prepare and coordinate a start-up plan and procedures for CITY personnel use, supervise during start-up procedures, and assist CITY personnel during a period of initial operation. Refer to Task 949.

Special Inspection: During the course of the work, arrange and coordinate Special Inspections for structural, mechanical, and electrical work as required by the Special Inspection Certificates required by the CITY.

932 – On-Site Inspection and Review of Work

The RPR (with Inspectors) will maintain a presence at the Project site with sufficient frequency to be knowledgeable about the progress and quality of the work to:

- A) Conduct on-site inspections of the work in progress to assist CONSULTANT in determining if the work is proceeding in accordance with the construction documents and that completed work conforms to the construction documents.

- B) Report to CONSULTANT whenever it is believed that any 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 CONSULTANT when it is believed work should be corrected or rejected or should be uncovered for inspection, or requires special testing, inspection or approval.
- C) 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 adequate records thereof; inspect, record and report to CONSULTANT appropriate details relative to the test procedures and start-ups.
- D) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections, and report to CONSULTANT.

933 – Completion

The RPR will assist CONSULTANT during the inspection for Substantial Completion and Final Completion (Final Acceptance) as described in Task 916 as follows:

- A) Before CONSULTANT issues a Certificate of Substantial Completion, submit to Contractor a list of inspected items requiring completion or correction ("punch list") in accordance with the requirements of the construction documents.
- B) After the Contractor has completed the work of the list of Subtask 933.1 and upon request of the Contractor, the RPR will conduct final inspection with the 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.
- C) After the Contractor has completed the work of the final list of Subtask 933.2 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 CONSULTANT concerning acceptance.

C - Limitations of Authority

Except upon written instructions, the RPR:

- A) will not authorize any deviation from the construction documents or approve any substitute materials or equipment;
- B) will not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent, or expedite the work;
- C) will 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;
- D) will not advise on or issue directions as to safety precautions and programs in connection with the work; and
- E) will not authorize CITY to occupy the Project in whole or in part.

TASK 940 – SPECIAL SERVICES

941 – 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 documents, and provide assistance for resolution of defects to be corrected under warranty.

Deliverables: Warranty Assistance Report(s) (electronic format only)

942 – Training

CONSULTANT will review Contractor's training plan and instruction materials for compliance with construction documents. Contractor or manufacturer training presentations will be scheduled and coordinated with CITY personnel and facility operation. CONSULTANT will provide instruction to CITY personnel on the Project objectives, design intent, and system operational procedures.

Specific training services shall consist of the following:

942.1 Contractor's and manufacturer's training. CONSULTANT will coordinate and monitor the Contractor's and manufacturer's training of CITY personnel.

- A) Discuss the preliminary course and lesson plan development with the Contractor and the manufacturer. One (1) meeting will be held with CITY's operational staff and the Contractor for this discussion.
- B) Review and approve lesson plans and course materials.
- C) Liaison between CITY and Contractor.
- D) Monitor training sessions as follows:
 - 1) monitor attendance;
 - 2) evaluate course; and
 - 3) assist classroom discussions.
- E) Report to CITY for each training class conducted.

942.2 System training. CONSULTANT will provide training on the design and operation of the major process systems to the CITY personnel.

- A) Prepare a training outline, schedule and lesson plan format for review and approval by CITY staff. Review the training outline in one meeting with CITY staff and incorporate comments and revisions, as appropriate.
- B) Develop training lesson plans and presentation materials, including training guides for the major process systems, and submit the lesson plans to CITY staff for review before finalizing. The lesson plans will include the following subjects:
 - 1) purpose and design intent of system;
 - 2) process operations and principles;
 - 3) system controls and control strategies;
 - 4) specific safety procedures and hazards;
 - 5) specific sampling, monitoring, and process calculations; and
 - 6) in-plant orientation and hands-on demonstration.
- C) Conduct training on the major process systems. Training may consist of classroom training for each system, followed by field orientation or hands-on instruction.

Deliverables: Training Materials and Session Videos (hardcopy and electronic format)

943 – “Real Time” Record Documents

The Contractor and CONSULTANT will maintain a set of drawings that will serve as record drawings which are redlined on a weekly basis to show changes in the contract drawings that represent actual construction. CONSULTANT will review Contractor's redlined set of drawings daily to determine the accuracy and completeness of the information. CONSULTANT will transfer the redline information to a set of "Real-Time" Record Drawings that are kept and maintained electronically in CONSULTANT'S field office.

CONSULTANT will provide the services of qualified personnel to prepare the "Real-Time" Record Drawings and provide supplemental field data.

944 – Operations Manual

CONSULTANT will develop a basic hardcopy Operations Manual for the new treatment processes for the OWRf. The content development will be designed to meet CITY goals and objectives for content that meets user needs and is presented in an understandable, easy-to-read style. Each chapter to the major systems will consist of the following sections:

- Background
- Theory
- Operating Strategies
- Equipment & Control Descriptions
- Procedures
- Design Criteria
- Troubleshooting
- Safety
- Alarms
- Figures

The Operations Manual will compliment equipment manufacturer's O&M Manuals (reference Task 925), and will cover each process and contain a process description in sufficient detail to describe the process to operators in a direct format. Process chemistry and chemical application will also be covered.

Prior to submitting the final version of the Operations Manual and transferring to the CITY, CONSULTANT will conduct a detailed final validation and field verification process. Through this quality assurance activity, CONSULTANT will verify that:

- Content has been field-verified and checked at the installation.
- Photographs are current and are reflective of well-maintained and clean conditions.
- Relevant documentation, such as scanned documents, figures, and drawings are appropriately categorized for insertion.
- Standard Operating Procedures (SOPs) are accurate and reflect actual "as operated" conditions.

NOTE: Updates to the existing OWRF Operations Manual is being completed as part of the ongoing OWRF Process Improvements Project (per GMP-1)

Deliverables: Draft and Final Operations Manual (hardcopy format only)

945 – Electronic Operations and Maintenance Manual (EOMM) - ALLOWANCE

NOTE: Effort described herein for Task 945 is included as an Allowance.

CONSULTANT will develop a web-based, electronic content and document management Electronic Operations and Maintenance Manual (EOMM) for the new and existing treatment trains and supporting facilities of the OWRF, intended to compliment equipment manufacturer's O&M Manuals, that will cover each process in sufficient detail to meet CITY goals and objectives for content, that meets user needs and is presented in an understandable, easy-to-follow style using current technologies. EOMM will also be developed with capability for remote access of information using portable tablet devices.

CONSULTANT will work with the CITY to review existing O&M manuals, standard operating procedures (SOPs), and related documentation to understand the current state of O&M information for the existing OWRF, including updated Operations Manual to be completed as part of the ongoing OWRF Process Improvements Project (per GMP-1). CONSULTANT will interview current O&M staff to gain insight into existing unit process equipment, conditions, and O&M procedures. This will provide the basis of information needed to prepare the text and graphics for the EOMM in the following steps.

945.1 Populate Prototype Chapter.

O&M Manual content will be populated into the EOMM in phases, beginning with a prototype chapter, with appropriate checkpoints for review and approval by CITY staff. The purpose of the prototype chapter is to populate a complete section of the O&M Manual in order to get full approval of the format and structure of the information before proceeding with the development of the remaining chapters. The prototype EOMM chapter will be populated according to the standards utilized by CONSULTANT for similar water reclamation facilities.

In order to populate the EOMM prototype chapter, CONSULTANT will establish a base configuration of the Microsoft® SharePoint® EOMM on an external hosted website. The base EOMM platform will be configured using standards developed and used effectively for EOMMs for similar facilities. After the prototype chapter has been populated into the EOMM, a workshop will be held with CITY staff to review and gather feedback on any further changes that need to be made. CONSULTANT will complete these changes and gain final approval before proceeding with the remaining facility chapters.

Deliverables: Prototype EOMM Chapter (electronic PDF version only)

945.2 Conduct Prototype EOMM Review Workshop.

CONSULTANT will conduct a half-day Prototype EOMM Review Workshop to discuss detailed information for the development of O&M content, and to obtain approval on the layout and content, prior to proceeding with the development of the full EOMM. During this workshop, CONSULTANT will present the prototype EOMM chapter and discuss the desired specifications and O&M needs for the CITY. The EOMM content considerations will include the extent, format, and organization of the O&M information, including the content templates used for each O&M section to allow easy information retrieval and uniformity in data collection and entry. The specific O&M Manual templates will be discussed and are anticipated as follows:

- Process Schematic
- Functional Description and Theory of Operation
- Design Criteria
- Equipment / Instrument Specifications
- Control Descriptions
- Area Procedures and Expectations (APE)
- Standard and Emergency Operating Procedures (SOPs / EOPs)
- Safety Plans
- Troubleshooting
- Maintenance Procedures for Operations
- Record Drawings
- Photos
- Vendor / Manufacturer O&M Manuals

The workshop will also include a discussion of the EOMM system requirements such as screen layouts, file formats, administration, and integration needs. During the workshop, CONSULTANT will discuss the desired information technology specifications and system requirements for the CITY.

Following the workshop, CONSULTANT will document the EOMM content and system requirements to be used in the development of the remaining EOMM chapters.

Deliverables: EOMM Content and System Requirements Memorandum (electronic PDF version only)

945.3 Populate Subsequent EOMM Chapters.

Following the CITY's review and approval of the prototype EOMM chapter, CONSULTANT will populate the EOMM with the remaining O&M Manual chapters. The EOMM will follow the documented O&M content and system specifications, with each unit process chapter separated into the sections developed and approved for the prototype EOMM chapter. The chapters will be made available to the CITY in the EOMM format as they are developed, to facilitate a manageable review process. The complete chapters of the EOMM are anticipated to include the following:

- Plant Overview
- Influent Pumping
- Headworks (Coarse Screening, Fine Screening, and Screenings Handling)
- Grit Removal
- Secondary Treatment (BNR) - New Treatment Train
- Secondary Treatment (BNR) - Existing Treatment Train
- Membrane Bioreactors - New Treatment Train
- Return Activated Sludge Pumping - New Treatment Train
- Secondary Clarification - Existing Treatment Train
- Return Activated Sludge Pumping - Existing Treatment Train
- Tertiary Filtration - Existing Treatment Train
- Disinfection - New Treatment Train
- Disinfection - Existing Treatment Train
- Reclaimed Water Pumping
- Waste Activated Sludge (WAS) Pumping - New Treatment Train
- Waste Activated Sludge (WAS) Pumping - Existing Treatment Train

- WAS Holding and Aeration
- Sludge Dewatering and Conveyance
- IPS Odor Control
- Headworks Odor Control
- WAS Holding Odor Control
- Dewatering Facility Odor Control
- Utility Systems

Additional reference information will be included in the EOMM as available, or created as placeholder libraries for future system integration. Examples of the reference information include:

- Permits
- CAD Drawings
- 3D Models
- Training Presentation Videos
- Vendor / Manufacturer O&M Manuals
- Photo Libraries
- Asset Management Program
- SCADA Links
- CMMS Links

Deliverables: Draft EOMM (electronic format only)

945.4 Review O&M Content and Finalize EOMM.

CITY staff shall review all EOMM chapters for content completeness, accuracy, and sufficient detail. The review shall also be conducted to confirm the EOMM functionality and ease-of-use, including links to appropriate information, editing capabilities, and overall navigation. Comments from CITY staff and management will be incorporated into the revised and final versions of each EOMM chapter to improve the knowledge, accuracy, and usefulness of the O&M information.

945.5 Install and Configure EOMM.

CONSULTANT will coordinate with CITY staff to finalize procedures and activities required for the EOMM on existing CITY information system hardware/software or approved outside information system infrastructure. The SharePoint®-based system will be configured based on the approved EOMM standards, including file formats, menu hierarchy and navigation, workflow and approval process, content sources and formats, standard content templates, and other EOMM functions as specified. The system configuration will include capabilities to retrieve information, create content, upload documents/images, edit/map images, approve content, and manage links to other information.

CONSULTANT will support the migration and deployment of the EOMM application and content from the external hosted site to the live production system on CITY servers. Upon completion of the EOMM deployment, CONSULTANT will support the testing of the production system by CITY staff to confirm that all functionality and content is accessible and functioning properly.

Deliverables: Final EOMM (electronic format only)

945.6 Train Staff using EOMM.

System User Training – CONSULTANT will provide two (2) training classes on the general use of the EOMM by CITY staff. The basic system user training will be provided to CITY O&M staff that will access, search, and find information in the system to perform their daily functions. The CITY shall provide CONSULTANT with a list of staff that will participate in the user training sessions and coordinate the schedules for efficient use of training time.

Content Management Training – CONSULTANT will provide two (2) training classes on content management for the EOMM by CITY staff. The content management training will be provided for CITY staff that will be updating and maintaining the information in the EOMM. The CITY shall provide CONSULTANT with a list of staff that will participate in the content management training sessions and coordinate the schedules for efficient use of training time. As part of the training, CONSULTANT will provide documentation on the content administration of the EOMM including use of editing tools, website management tools, and content development standards.

System Administration Training – CONSULTANT will provide one (1) training class on system administration for the EOMM by CITY staff. The system administration training will be provided for CITY staff on EOMM system administration, maintenance, security, and general support. As part of the training, CONSULTANT will provide documentation on the system administration of the EOMM including the system configuration, administration functions, and technical support resources.

946 – Update Computerized Maintenance Management System (CMMS)

The CITY's computerized maintenance management system (CMMS) contains information for equipment (assets) installed at the facility. The CMMS will be updated to include new equipment asset identifications and descriptions for the new equipment installations. In addition, preventative maintenance (PM) tasks and schedules will be developed for the new equipment.

A master equipment spreadsheet for the facility will be developed to serve as a starting point for this task. CONSULTANT will provide the master equipment spreadsheet information corresponding to the new equipment to the CITY for import into the CMMS.

CONSULTANT will inventory new assets and establish parent-child relationships to associated equipment.

CONSULTANT will use equipment lists generated during the Project, review Project drawings, and conduct site visits to inventory new equipment and classify the new equipment according to actual geographical locations. CONSULTANT will enter new equipment Asset Identification descriptions into the master spreadsheet, in accordance with the existing parent-child organization. CONSULTANT will work with the CITY personnel to confirm appropriate equipment parent-child hierarchy.

Once equipment inventories and descriptions have been established, equipment numbers will be assigned with CITY staff assistance. CONSULTANT will update the master equipment spreadsheet, and the CITY shall import the new information into the system.

Deliverables: CMMS Asset Tracking Spreadsheet (electronic format only)

947 – Instrumentation and Control System

CONSULTANT will provide assistance to the Contractor during the control system configuration phase of the Project. As part of this task, CONSULTANT will assist the Contractor in implementation of functional requirements outlined as part of the Construction Documents. CONSULTANT will conduct weekly meetings with the Contractor and the CITY to clarify and review Contractor's progress of the work regarding I&C and programming work.

Deliverables: Coordination Meeting Notes (electronic format only)

948 – MOPO Coordination

Contractor will be working at an operating water reclamation facility. There will be several planned shutdowns associated with the new work that will need to be performed within the vicinity of existing structures, process areas, channels, etc. Extensive coordination is required with the Contractor to keep plant shutdowns to a minimum.

CONSULTANT will review the Contractor's proposals and plans for temporary conveyance and/or processing facilities. For work within the areas of process shutdowns, CONSULTANT will review list of labor, materials, estimation of time, equipment necessary, and written description of the proposed work.

949 – Start-up, Testing and Operational Assistance

New process areas will come on-line as soon as they are installed, and start-up services will need to be completed to bring equipment online. The start-up process will include a planned, systematic approach to verify that facility systems operate as intended and there is an orderly transition from construction phase to routine operation, in accordance with Specification Section 01756 (Testing, Training and Facility Start-up) of the Contract Documents.

CONSULTANT will provide the CITY with start-up and operations assistance services as follows:

- A) CONSULTANT will review of Contractor's start-up plan(s) for equipment and systems (i.e. checklists, schedules, procedures, training, etc.). The start-up plan(s) are expected to include identification of key milestone activities necessary for orderly start-up of the facilities. The milestone activities shall include

coordination of chemical deliveries, completion of any construction activities required for Substantial Completion, coordination of required Contractor maintenance activities, etc.

- B) CONSULTANT will supervise, troubleshoot, and assist the Contractor with the required Performance Testing services, including Functional [Clean Water] Testing and Operational [Process Water] Testing efforts. Functional testing will include all levels of control protocol (Local/Manual, Local/Automatic, Remote/Manual, and Remote/Automatic). Following a sequentially coordinated initial start-up of the facility, the facility will be operated continuously (24 hours per day), providing time for Contractor access for maintenance, troubleshooting and correcting malfunctions. Operational testing will require satisfactory completion of a continuous 7-day performance test, in accordance with the Contract Documents.
- C) CONSULTANT will verify that each process, system, associated mechanical equipment, associated hydraulic control devices, conveyance components, and instrumentation system components operate properly under actual operating conditions. This includes the verification that all hardwired electrical control interlocks and safeguards are functioning properly, and that all software-based electrical/process control monitoring, interlocks, automatic control logic, alarms, and report generation subroutines are functioning properly.
- D) CONSULTANT will maintain documentation of the areas of operational concern encountered during the start-up phase with a determination of whether the item of concern is a Contractor warranty issue or requires a design modification. CONSULTANT will monitor the documented concerns and promptly notify the Contractor of all warranty issues.
- E) Design modifications will be promptly evaluated by CONSULTANT and recommendations will be presented to the CITY for a determination of the necessity for implementation.
- F) CONSULTANT will complete the necessary check out of the instrumentation system components and initial loading of the control software simultaneously with the completion of the start-up and testing activities.

ALLOWANCES

CONSULTANT shall include the following Allowances in addition to the associated Labor efforts identified in this Scope of Work herein.

- **Other Direct Costs** - inclusive of Travel & Subsistence, Reimbursable Mileage, Courier Service, and Reproduction costs.
- **Task 945 - EOMM (for existing and new OWRF facilities)** - Scope of work identified in Task 945 herein shall be covered under an Allowance.
- **Subconsultants** - inclusive of Materials Testing (Ninyo & Moore), Landscaping (J2), Public Involvement (Makinen Professional Services), and Security (Enterprise Protection Associates).
- **Maximum Escalation Allowance** – based on a maximum annual 3.0% cost-of-living adjustment (COLA), with the specific amount to be finalized with the City annually in accordance with Note 2 of the Fee Schedule (Exhibit B). This maximum allowance amount was calculated based on the current Fee Schedule rates as the baseline, and the projected amount of work occurring in each subsequent year (2016, 2017, and 2018) with a corresponding maximum 3.0% escalation to the baseline Fee Schedule rates in each year.
- **Owner's Allowance**

**EXHIBIT B
FEE SCHEDULE**

TASK	TASK DESCRIPTION	TOTAL FEE
DIRECT LABOR		
TASK 400 – PROJECT MANAGEMENT		\$325,320
401	Project Control and Reporting	\$234,240
402	Subconsultants Management	\$91,080
TASK 700 – PUBLIC INVOLVEMENT ASSISTANCE		\$15,740
701	CAP Meetings	\$11,140
702	Project Newsletters	\$4,600
TASK 910 – PROJECT ADMINISTRATION SERVICES DURING CONSTRUCTION		\$2,945,330
911	Representation on Behalf of City	\$268,410
912	Administer the Construction Schedule	\$92,030
913	Review Shop Drawings and Test Results	\$1,687,000
914	Issue Interpretations and Clarifications	\$769,450
915	Certify Contractor Progress Payments	\$39,360
916	Substantial Completion and Final Inspection	\$89,080
TASK 920 – ENGINEERING SERVICES DURING CONSTRUCTION		\$426,690
921	Survey Reference Points (Not Required)	\$0
922	Minor Changes, Change Order Requests, and Change Orders	\$137,660
923	Material Testing	\$42,640
924	Record Drawings	\$181,110
925	Manufacturer Operation and Maintenance Manuals	\$65,280
TASK 930 – RESIDENT SERVICES DURING CONSTRUCTION		\$4,724,280
931	Field Administration	\$2,134,860
932	On-Site Inspection and Review of the Work	\$2,344,080
933	Completion	\$245,340
TASK 940 – SPECIAL SERVICES		\$1,630,848
941	Warranty	\$37,120
942	Training	\$198,360
943	"Real Time" Record Documents	\$278,460
944	Operations Manual	\$139,260
945	See Allowances	
946	Updated Computerized Maintenance Management System	\$73,120
947	Instrumentation and Control System	\$202,560
948	MOPO Coordination	\$52,328
949	Start-up, Testing and Operational Assistance	\$649,640
DIRECT LABOR SUBTOTAL		\$10,068,208

ALLOWANCES		
1	Travel & Subsistence	\$15,000
2	Reimbursable Mileage	\$25,000
3	Courier Service	\$12,500
4	Reproduction	\$7,500
5	Task 945 - EOMM (for Existing and New Plant)	\$450,000
6	Ninyo and Moore (Geotechnical)	\$165,000
7	J2 Environmental and Engineering (Landscaping)	\$45,000
8	Makinen Professional Services (Public Involvement)	\$25,000
9	Enterprise Protection Associates (Security)	\$40,000
10	Escalation Allowance	\$483,232
11	Owners Allowance	\$250,000
ALLOWANCES SUBTOTAL		\$1,268,232
PROJECT TOTAL		\$11,586,440

Fee Schedule Notes:

1. Direct labor for Carollo Engineer's personnel will be billed at the following hourly rates.

LABOR CATEGORY	HOURLY BILLING RATE
Project Principal	\$245.00
Senior Professional	\$225.00
Resident Project Representative	\$200.00
Lead Project Professional	\$198.00
Project Professional	\$185.00
Professional	\$170.00
Assistant Professional	\$145.00
Senior Inspector	\$134.00
Inspector	\$124.00
Senior Technician	\$135.00
Technician	\$105.00
Project Field Administrator	\$90.00
Document Processing/Clerical	\$85.00

2. Annual billing rate escalation will occur on January 1st of each year (beginning 1/1/2016), and will be tied to a Cost-of-Living Adjustment (COLA) as determined by the Social Security Administration (reference <https://www.socialsecurity.gov/news/cola/automatic-cola.htm>) based on the Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) from the Bureau of Labor Statistics, with a not-to-exceed (max) cap of 3.0% per year.
3. Direct labor hourly rates for Subconsultants are available upon request.
4. All Allowances will be billed at cost with no markup.

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.

Project Number/Division: WW1301.451		
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: DAVID C SOBEK

Title: SR. VICE PRESIDENT

Date (month/day/year): 9/16/15



DAVID A. SIEBERT

VICE PRESIDENT

9/16/2015