



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CP16-111**

1. Agenda Item Number: 40
2. Council Meeting Date: January 14, 2016

TO: MAYOR AND CITY COUNCIL

3. Date Prepared: December 30, 2015

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Project Agreement with Wilson Engineers, LLC, for the Pecos Well Equipping

6. RECOMMENDATION: Staff recommends City Council award a Project Agreement to Wilson Engineers, LLC, for construction management services, for the Pecos Well Equipping, pursuant to Annual Water and Wastewater Services Contract No. EN1517.101, Project No. WA1301.452, in an amount not to exceed \$125,240.

7. BACKGROUND/DISCUSSION: In 2013, the Pecos Well, located at 1177 S. Alma School Road, was abandoned due to aging infrastructure. Additional land, just north of the existing site, was purchased for the drilling of a replacement well. This project includes construction management services for the expansion and reuse of the existing well site to equip the newly drilled well for a continued potable water supply.

The project scope of work consists of: project administration, design review, field inspection, start-up assistance, permitting assistance, warranty inspection, operator training, Supervisory Control and Data Acquisition (SCADA) system programming, and project close-out.

A Construction Contract, Project No. WA1301.402, to M.A. Mortenson Company is also scheduled for this City Council meeting.

8. EVALUATION: This project is being performed under the Annual Water and Wastewater Services Contract No. EN1517.101, to Wilson Engineers, LLC. The costs proposed for this project have been evaluated by staff and are determined to be reasonable. The contract completion time is 180 calendar days following Notice to Proceed.

9. FINANCIAL IMPLICATIONS:

Cost: \$125,240
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>
601.3820.6713.6WA034	Water Bond	Well Construction & Rehabilitation	Yes	\$125,240

10. PROPOSED MOTION: Move City Council award a Project Agreement to Wilson Engineers, LLC, for construction management services, for the Pecos Well Equipping, pursuant to Annual Water and Wastewater Services Contract No. EN1517.101, Project No. WA1301.452, in an amount not to exceed \$125,240.

ATTACHMENTS: Location Map, Agreement

APPROVALS

11. Requesting Department

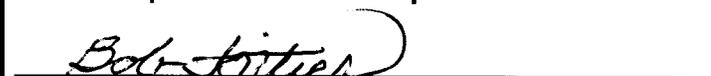
13. Department Head


John Knudson, Utilities Engineering Manager


Gregg Capps, Acting Municipal Utilities Director

12. Transportation & Development

14. City Manager


Bob Fortier, Capital Projects Manager


Marsha Reed, Acting City Manager



PECOS WELL EQUIPPING AT 1177 S ALMA SCHOOL RD PROJECT NO. WA1301.452



MEMO NO. CP16-111



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

PROJECT AGREEMENT NO: WA1301.452

This PROJECT AGREEMENT is made this day of 2016, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and Wilson Engineers, LLC, registered in the state of Arizona (hereinafter referred to as "Annual Consultant") and is a project agreement entered into pursuant to Annual Contract No. EN1517.101.

CITY and Wilson Engineers, LLC, in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1 - DESCRIPTION OF WORK:

This project is Pecos Well Equipping, Project Number WA1301.452. The scope of work consists of construction management services, all as more particularly set forth in Exhibit A attached hereto and incorporated herein by reference.

The Annual Consultant shall not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract amendment and signed by the Contract Administrator.

ARTICLE 2 - CONTRACT PRICE:

CITY shall pay Annual Consultant for completion of the Work in accordance with the Contract Documents a fee not to exceed One Hundred Twenty Five Thousand Two Hundred Forty Dollars (\$125,240) determined and payable as set forth in Annual Contract EN1517.101 and Exhibit B attached hereto and made a part hereof by reference.

ARTICLE 3 - CONTRACT TIME:

The contract time is One Hundred Eighty calendar days and Annual Consultant agrees to complete all work within One Hundred Eighty (180) calendar days of the date CITY issues a Notice to Proceed.

ARTICLE 4 - GENERAL:

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

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

This Project Agreement will be effective on this _____ day of _____, 2016.

CITY OF CHANDLER

FOR THE ANNUAL:

MAYOR DATE:

By: Steve Todd
Title: PRINCIPAL

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

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

APPROVED AS TO FORM:

Phone: 480-893-8860

City Attorney By: [Signature]

ATTEST:

City Clerk

EXHIBIT A SCOPE OF WORK

Project Description

The Project includes equipping the Pecos Well, expansion of the Site, reusing existing well appurtenances. Work consists of removal of select waterlines, piping, fittings, slab, and foundation; removal and replacement of asphalt; removal and replacement of the CMU wall to the new site limits; removal, replacement, and modifications of site lighting; removal and replacement of landscaping and irrigation system; modifications to the onsite retention; removal and replacement of the chlorine analyzer and support piping; installation of new pump foundation, pump, and associated electrical work including SCADA and programming; extension of electrical canopy and pad; install of new waterlines, piping, fittings, slab, and foundation.

This project is tank rehabilitation at the Roosevelt Water Production Facility located at 331 S Roosevelt Road and Basha Water Production Facility located at 4501 South Basha Road. The construction work consists of sandblasting the entire interior, power washing the exterior, and re-coating of both tanks. At the Basha site, a new tank ladder and hatch, a new PAX mixer and chlorine injection piping, sample pump, a new chlorine analyzer with mechanical and electrical items will be installed. Demolition and rework of the existing suction piping to the pump station and fill piping will be performed and baffle curtains with weights will also be removed from the Basha tank.

Project Tasks

CONSULTANT shall provide construction management services including project administration, engineering services, inspection services, start-up, and project close-out, specifically consisting of the following tasks:

Task 100- PROJECT ADMINISTRATION SERVICES DURING CONSTRUCTION

Task 110 - Representation on Behalf of CITY

The ANNUAL CONSULTANT shall consult with and advise the CITY and act as its representative during construction.

On the basis of periodic on-site examination of materials, equipment, and workmanship, ANNUAL CONSULTANT shall keep the CITY informed of the progress of the work, shall endeavor to guard the CITY against defects and deficiencies in such work, and may disapprove or reject work failing to conform to the construction documents.

This task shall include the following items:

1. Conduct Pre-construction Conference: The ANNUAL CONSULTANT shall conduct a pre-construction conference. At the conference, the ANNUAL CONSULTANT shall identify appropriate coordination procedures.
2. Provide construction administration, quality control, and coordination: The ANNUAL CONSULTANT shall provide construction administration and quality control services during the course of the project to ensure the overall technical correctness of the construction phase services, that specified procedures are being followed, and that the ANNUAL CONSULTANT schedules are being met. The ANNUAL CONSULTANT shall provide coordination functions during the construction phase as follows:
 - A. Hold coordination meetings with the CITY and Contractor.

- B. Coordinate with regulatory and approving agencies and utilities as required.
 - C. Coordinate, review and be responsible for the work of specialty sub-consultants assigned to the project.
3. Provide project documents: The ANNUAL CONSULTANT shall maintain and provide the following detailed project records and documentation during the construction phase:
- A. The project records shall include correspondence, schedules, submittals, test data, project data, payments, change orders, meeting minutes, clarifications, mark-ups of drawings and specifications, digital control system documentation, and other such documentation. Project records shall be delivered to the CITY representative upon completion of the construction contract. Records shall be maintained by ANNUAL CONSULTANT and distributed as created.
 - B. A status report for the construction contract shall be provided under Task 300.

Task 120- Administer the Construction Schedule

The ANNUAL CONSULTANT opinions concerning the various scheduling documents of Task 115 produced or used by the Contractor are for information and are not controlling on the Contractor. It is the Contractor's responsibility to continue to exercise its independent judgment concerning means, methods, and sequences of construction it employs. The Contractor remains solely responsible for meeting contract time(s) given in the construction documents.

1. Review progress schedule: The ANNUAL CONSULTANT shall review and critique the Contractor's progress schedule in accordance with the construction documents. The ANNUAL CONSULTANT shall examine the work sequence, durations, interim milestones, and other appropriate scheduling features in accordance with the requirements of the construction documents. The ANNUAL CONSULTANT shall prepare a summary of the review comments and shall meet and discuss the schedule comments with the Contractor and the CITY representative.
2. Review progress schedule updates: The ANNUAL CONSULTANT shall review the Contractor's progress schedule updates to the construction schedule in accordance with the construction documents. The ANNUAL CONSULTANT shall perform a review of the progress accomplished during the period and compare to the planned schedule and discuss significant discrepancies with the Contractor. The ANNUAL CONSULTANT and Contractor shall establish, based on the data, the percent of project completion. The ANNUAL CONSULTANT shall meet with Contractor on a monthly basis to review and update the schedule data. Based upon the schedule update, the ANNUAL CONSULTANT shall recommend processing progress payments. The primary performance of the task shall be performed under Task 300.

Task 130 - Perform Site Visits

The ANNUAL CONSULTANT design staff shall make site visits appropriate for the type of construction at periods appropriate to the various stages of construction to observe, as an experienced and qualified professional, the progress and quality of the executed work of Contractor and to determine in general, if such work is proceeding in accordance with the design intent. The ANNUAL CONSULTANT site visits shall support the inspection needs and requirements established by the CITY Development Services Department.

Task 140 - Review Shop Drawings and Test Results

The ANNUAL CONSULTANT shall receive, review, evaluate, and distribute shop drawings, samples, test results, and other data which Contractor is required to submit.

As part of this task, the ANNUAL CONSULTANT shall maintain a submittal log showing dates of submittal, transmittal action to other sub-consultants, dates of return, and review action. Copies of the log shall be furnished to the CITY and the Contractor was part of additional logs discussed in meeting agenda and minutes. The ANNUAL CONSULTANT shall also evaluate the Contractor's request for substitutions. Submittal review efforts are based upon a maximum of two (2) reviews per submittal and that no more than fifty percent (50%) of the total number of first submittals shall require two (2) reviews. The level of effort for this task is based upon receiving 30 shop drawing submittals.

Task 150 - Issue Interpretations and Clarifications

The ANNUAL CONSULTANT shall issue the CITY instructions to Contractor; issue necessary interpretations and clarifications of the construction documents; have authority, as CITY representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the construction documents and assure and be responsible for the standard of care of the work thereunder. and be responsible for decisions on claims of the CITY and the Contractor relating to the acceptability of the work or the interpretation of the requirements of the construction documents pertaining to the execution and progress of the work. The ANNUAL CONSULTANT shall render interpretations or decisions in good faith and in accordance with the requirements of the construction documents.

The ANNUAL CONSULTANT shall respond to the CITY representative and/or Contractor to clarify and/or interpret technical, design related questions. Routine technical interpretations shall be responded to under Task 200. The ANNUAL CONSULTANT shall assist the CITY, as required, in resolution of these issues. The ANNUAL CONSULTANT shall respond to issues raised during construction regarding interpretation and clarification of the contractual administrative and technical requirements of the construction documents. This level of effort is based upon receiving 30 RFIs.

Task 160- Certify Progress Payments

The ANNUAL CONSULTANT shall approve the Contractor's schedule of values after the necessary adjustments made by the Contractor. The monthly schedule update, schedule of values established by the Contractor's bid proposal on the project, in combination with the ANNUAL CONSULTANT field observations, and the progress schedule shall be used by the ANNUAL CONSULTANT to determine the appropriateness of the Contractor's request for payment.

Based on the ANNUAL CONSULTANT on-site observations, as an experienced and qualified professional, and on review of applications for payment and the accompanying data and schedules, the

ANNUAL CONSULTANT shall determine the amounts owing to Contractor and recommend in writing payments to Contractor in such amounts; such recommendations of payment shall constitute a representation to CITY, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ANNUAL CONSULTANT knowledge, information and belief, the quality of such work is in accordance with the construction documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of subsequent tests called for in the construction documents, and to qualifications stated in the recommendation), and that payment of the amount recommended is due Contractor.

Task 170 - Substantial Completion and Final Acceptance Inspection

Following notice from the Contractor, the ANNUAL CONSULTANT shall conduct an inspection to determine if the project or the work associated with interim milestones is substantially complete in accordance with the construction documents. If the ANNUAL CONSULTANT considers the work substantially complete, the ANNUAL CONSULTANT shall deliver to the CITY and the Contractor the Certificate of Substantial Completion and the punch list, the date for completion of the punch list, and recommend the division of responsibilities between the CITY and the Contractor.

Upon recommendation of Substantial Completion, the ANNUAL CONSULTANT shall complete the Approval of Construction Application and Engineer's Certificate of Completion and submit to the Maricopa County Department of Environmental Services. The Engineer shall also conduct a site visit with a representative of the Maricopa County Department of Environmental Services. The intent of this site visit shall be to allow the County to review the facility prior to issuing the Approval of Construction Certificate.

The ANNUAL CONSULTANT shall, upon completion of the punch list items, make final inspection to determine if the finished work has been completed to the standard required by the construction documents, and Contractor has fulfilled the obligations thereunder so that ANNUAL CONSULTANT may recommend, in writing, final payment to Contractor and may give written notice to CITY and the Contractor that the work is acceptable, subject to conditions therein expressed.

SECTION 200 – ANNUAL CONSULTING SERVICES DURING CONSTRUCTION

Task 210 - Changes

The ANNUAL CONSULTANT shall perform services in connection with change orders to reflect changes requested by CITY or Contractor, for evaluating substitutions proposed by Contractor, and in making revisions to drawings and specifications occasioned thereby, and resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material or equipment shortages. Changes and substitutions shall be limited to the scope of the project as defined by the construction documents or additional work as may be requested by the CITY.

Task 220 - Material Testing

The ANNUAL CONSULTANT shall review the testing results and inform the CONTRACTOR as to its compliance with the contract documents.

Task 230 - Record Drawings

ANNUAL CONSULTANT shall prepare a set of reproducible record drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractor(s) to ANNUAL CONSULTANT and which ANNUAL CONSULTANT has sufficiently reviewed for accuracy and completeness. One (1) set of reproducible record drawings shall be provided to the CITY. Record drawing information may be reproduced by computer aided methods (CAD). The record drawings shall be provided on 4- mil Mylar as required by the CITY.

SECTION 300- FIELD INSPECTION SERVICES DURING CONSTRUCTION

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

Except upon written instructions, the Field Inspector:

1. Shall not authorize deviations from the construction documents or approve substitute materials or equipment which may impact cost, time or design intent without approval from the CITY.
2. Shall not undertake the responsibilities of Contractor, subcontractors, or Contractor's superintendent, or expedite the work.
3. Shall not advise on or issue directions relative to the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the construction documents.
4. Shall not advise on or issue directions as to safety precautions and programs in connection with the work.
5. Shall not authorize CITY to occupy the project in whole or in part.

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

Task 310 - Field Administration

Schedules: ANNUAL CONSULTANT shall review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by Contractor, and consult with City of Chandler Owner concerning these documents acceptability.

Meetings: Conduct preconstruction conferences and periodic construction progress meetings. Prepare and distribute minutes of such meetings.

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

Prepare daily reports recording Contractor's work performed on the job site, major construction equipment on-site, weather conditions, data relative to questions of extras or deductions, list of

visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, on-site equipment, subcontractors on-site, inspections in general and specific inspections in detail as to inspecting test procedures. Send record copies to ANNUAL CONSULTANT. 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 photographs taken to document specific construction activities where the information may be of future value.

Contractor Pay Applications: Review applications for payment as described in Task 150 with Contractor(s) for compliance with the established procedure for their submission and forward those with recommendations to ANNUAL CONSULTANT, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

Task 320 - Inspection of Work, Rejection of Defective Work, and Review of Tests

ANNUAL CONSULTANT shall:

1. Conduct on-site observations of the work in progress to assist ANNUAL CONSULTANT in determining if the work is proceeding in accordance with the construction documents and that completed work conforms to the Construction Documents.
2. Report to ANNUAL CONSULTANT whenever it is believed that work is unsatisfactory, faulty or defective or does not conform to the construction documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment; and advise ANNUAL CONSULTANT when it is believed work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
3. Verify that tests, equipment and systems start-up and operating and maintenance instructions are conducted as required by the construction documents and in presence of the required personnel, and that Contractor maintains required records thereof; observe, record and report to ANNUAL CONSULTANT appropriate details relative to the test procedures and start-ups.
4. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to ANNUAL CONSULTANT.

Task 330 - Completion

The Field Inspector will assist ANNUAL CONSULTANT during the inspection for Substantial Completion and Final Acceptance as described in Task 160 as follows:

1. Before ANNUAL CONSULTANT issues a Certificate of Substantial Completion, submit to Contractor a list of inspected items requiring completion or correction in accordance with the requirements of the construction documents.
2. After the Contractor has completed the work of the list of Subtask 430.1 and upon request of the Contractor, Field Inspector will conduct final inspection with the ANNUAL CONSULTANT, CITY and CONTRACTOR. If necessary, prepare a final list of items to be completed or corrected in accordance with the requirements of the construction documents.
3. After the Contractor has completed the work of the final list of Subtask 430.2 and upon written notice from the Contractor, review and determine that items on the final list have been completed or corrected and make recommendations to ANNUAL CONSULTANT concerning acceptance.

SECTION 400 - SPECIAL SERVICES

Task 410- Warranty Inspection

The ANNUAL CONSULTANT shall provide services after completion of the construction phase, such as inspections during the 12-month guarantee/warranty period, reporting observed discrepancies under guarantees called for in the construction documents, and provide assistance for resolution of defects to be corrected under warranty.

Task 420 -Training

The ANNUAL CONSULTANT shall review Contractor's training plan and instruction materials for compliance with construction documents. Contractor or Manufacturer training presentations shall be scheduled and coordinated with the City's personnel and facility operation. ANNUAL CONSULTANT shall provide instruction to City personnel on the project objectives, design intent, and system operational procedures.

Task 430 – Design Review

The ANNUAL CONSULTANT shall review and be responsible for the existing Design Drawings, Specifications, Design Report, Well Report, and the Geotechnical Investigation Report. The ANNUAL CONSULTANT shall meet with the City and provide comments and recommendations.

Task 440 – I&C and Programming Services

The ANNUAL CONSULTANT shall contract with and be responsible for the work of Sub-consultant, Jensen Systems, Inc. which shall provide instrumentation and control (I&C) systems professional services including the following as it applies to I&C systems: Submittal reviews, site inspections, control points for point testing verification, calibration verification, install and test software, facilitate testing SCADA software (produced by the CITY), construction reports, and Operator training (for the control panels, exclusively that required by the equipment vendors). If Jensen Systems, Inc. is unable to perform for any reason the ANNUAL CONSULTANT is responsible for completion of the work described in this paragraph at no extra cost to the City.

Task 450 – Material Testing Allowance

The ANNUAL CONSULTANT shall contract with and be responsible for the work of Sub-consultant, RAMM which shall provide material testing (compaction testing) support and assistance to the ANNUAL CONSULTANT to conform to the construction contract documents. If RAMM is unable to perform for any reason the ANNUAL CONSULTANT is responsible for completion of the work described in this paragraph at no extra cost to the City.

Task 460 – Structural Engineering Allowance

The ANNUAL CONSULTANT shall contract with and be responsible for the work of Sub-consultant, Heerup Engineering shall provide structural engineering and special inspection services to ANNUAL CONSULTANT to conform to the construction contract documents. If Heerup Engineering is unable to perform for any reason the ANNUAL CONSULTANT is responsible for completion of the work described in this paragraph at no extra cost to the City.

Task 470 Owners Allowance

Owner's Allowance shall not be utilized without prior written approval for additional construction management services from the City.

ASSUMPTIONS, CLARIFICATIONS, AND EXCLUSIONS

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

ANNUAL CONSULTANT shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, unless otherwise specified in the construction documents or the safety precautions and programs incident to the work of Contractor. ANNUAL CONSULTANT efforts shall be directed toward providing a greater degree of confidence for the CITY that the completed work of Contractor shall conform to the Contract Documents, but ANNUAL CONSULTANT shall not be responsible for the failure of Contractor to perform the work in accordance with the construction documents.

The ANNUAL CONSULTANT review shall only be for conformance with the design concept of the Project and compliance with the information given in the construction documents. Such review or other action shall not extend to means, methods, sequences, techniques, or procedures of construction selected by Contractor or to safety precautions and programs incident thereto. The ANNUAL CONSULTANT shall receive and review (for general contents as required by the construction documents) maintenance and operating schedules and instructions, operation and maintenance manuals, guarantees, bonds, and certificates of inspection which are to be assembled by Contractor in accordance with the construction documents.

ANNUAL CONSULTANT shall not be responsible for the acts or omissions of the Contractor, or subcontractor, or any of the Contractor's or subcontractor's agents or employees, or any other persons (except ANNUAL CONSULTANT own employees and agents) at the site or otherwise performing any of the Contractor's work; however, nothing contained in Tasks 100, inclusive, shall be construed to release ANNUAL CONSULTANT from liability for errors or omissions in the performance of ANNUAL CONSULTANT duties in accordance with this scope of services.

Limitations of Authority: Except upon written instructions, ANNUAL CONSULTANT:

1. will not authorize any deviation from the Contract Documents or approve any substitute materials or equipment;
2. will not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent, or expedite the work;
3. 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;
4. will not advise on or issue directions as to safety precautions and programs in connection with the work; and
5. will not authorize CITY to occupy the Project in whole or in part.

Reimbursable costs allowance shall be utilized to reimburse for items such as reproduction, delivery, and mileage at cost.

**EXHIBIT B
FEE SCHEDULE**

TASK NO.	TASK DESCRIPTION	SUBTOTAL
SECTION 100 - PROJECT ADMINISTRATION		
110	Representation on Behalf of CITY	\$9,610
120	Administer the Construction Schedule	\$3,520
130	Perform Site Visits	\$3,520
140	Review Shop Drawings & Test Results	\$10,600
150	Issue Interpretations & Clarifications	\$6,720
160	Certify Progress Payments	\$3,280
170	Substantial Completion & Final Acceptance Inspection	\$1,440
SUBTOTAL - PROJECT ADMINISTRATION		\$38,690
SECTION 200 - ENGINEERING SERVICES		
210	Changes	\$5,790
220	Review Contractor Material Testing	\$440
230	Record Drawings	\$3,300
SUBTOTAL - ENGINEERING SERVICES		\$9,530
SECTION 300 - FIELD INSPECTION SERVICES		
310	Field Administration	\$4,140
320	Inspection of Work, Rejection of Work, and Review of Tests	\$34,000
330	Completion	\$3,880
SUB TOTAL - FIELD INSPECTION SERVICES		\$42,020
SECTION 400 - SPECIAL SERVICES		
410	Warranty Inspection	\$1,240
420	Training	\$1,120
430	Design Review	\$6,440
440	Instrumentation, Controls, and Programming Services	\$13,800
450	Material Testing Allowance	\$2,400
460	Structural Engineering Allowance	\$2,500
470	Owner's Allowance	\$7,000
480	Reimbursable Costs	\$500
SUBTOTAL - SPECIAL SERVICES		\$35,000
TOTAL		\$125,240