



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CP16-156**

1. Agenda Item Number:

↓ 17

2. Council Meeting Date:
February 25, 2016

TO: MAYOR AND COUNCIL

3. Date Prepared: February 10, 2016

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Professional Services Contract with C T Corporation Systems, a Pennsylvania corporation dba Michael Baker International, Inc., for the Paseo Vista Recreation Area Drainage

6. RECOMMENDATION: Staff recommends City Council award a Professional Services Contract to C T Corporation Systems, a Pennsylvania corporation dba Michael Baker International, Inc., for construction administration services, for the Paseo Vista Recreation Area Drainage, Project No. PR1504.451, in an amount not to exceed \$166,681.

7. BACKGROUND/DISCUSSION: The Paseo Vista Recreation Area, the 64-acre former landfill site, is located at 3850 S. McQueen Road. In 2005, the landfill was closed, and in 2009, the site was developed into a recreation area. During the past six years, several areas along the slopes of the site have eroded during storm events. The storm event in September 2014 identified the need for a new drainage strategy. A Council Subcommittee meeting was held December 10, 2015, to discuss the strategy.

The purpose of this construction project is to improve drainage control within the limits of Paseo Vista and apply groundcover to mitigate future damage. This project includes construction administration services associated with the removal and relocation of rock channels and rock-filled gabion baskets, construction of concrete channels, piping installation, ground compaction, and application of groundcover.

The project scope of work consists of: project administration, engineering services, geotechnical engineering services related to Arizona Department of Environmental Quality compliance, inspection services, field and laboratory soil testing services, and project close-out for the larger construction contract.

A Construction Contract, Project No. PR1504.403, to Action Direct, LLC, dba Redpoint Contracting, is also scheduled for this City Council meeting.

8. EVALUATION: This contract award is a direct selection in accordance with State law. C T Corporation Systems, a Pennsylvania corporation dba Michael Baker International, Inc., completed the design for this project and will continue on in a construction management capacity. Staff has reviewed the scope of work, work loads, and total fee for this project and determined that they are reasonable. The contract completion time is 180 calendar days following Notice to Proceed.

9. FINANCIAL IMPLICATIONS:

Cost: \$166,681
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>
420.4580.6210.6PR497	GF Capital Projects	Paseo Vista Recreation Area	Yes	\$83,340.50
625.3710.6210.6SW497	Solid Waste Operating	Paseo Vista Landfill – Post Closure Repairs	Yes	\$83,340.50
Total:				\$166,681.00

10. PROPOSED MOTION: Move City Council award a Professional Services Contract to C T Corporation Systems, a Pennsylvania corporation, dba Michael Baker International, Inc., for construction administration services, for the Paseo Vista Recreation Area Drainage, Project No. PR1504.451, in an amount not to exceed \$166,681.

ATTACHMENTS: Location Map, Contract

APPROVALS

11. Requesting Department


John Knudson, Utilities Engineering Manager

12. Transportation & Development


Bob Fortier, Capital Projects Manager

13. Department Head


Gregg Capps, Acting Municipal Utilities Director


Barbara Young, Acting Community Services Director

14. Acting City Manager


Marsha Reed



PASEO VISTA RECREATION AREA DRAINAGE PROJECT NO. PR1504.451



MEMO NO. CP16-156



PROJECT SITE
3850 S. McQueen Road



PROFESSIONAL SERVICES CONTRACT

Project Name: Paseo Vista Recreation Area Drainage
Project No. PR1504.451

THIS CONTRACT is made and entered into this ____ day of _____, 2016, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and **Michael Baker International, Inc., a Pennsylvania corporation** doing 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 One Hundred Sixty Six Thousand Six Hundred Eighty One dollars (\$166,681) in accordance with the fee schedule attached hereto as Exhibit B and incorporated herein by reference.

5. TERM:

Following execution of this Contract by CITY, CONSULTANT shall immediately commence work and shall complete all services described herein within One Hundred Eighty (180) calendar days from the date hereof.

6. TERMINATION FOR CAUSE:

This Contract may be terminated by CITY for cause should the CONSULTANT fail to perform any provision of this Contract, including without limitation, for any of the following reasons:

- (a) CONSULTANT abandons Work;
- (b) CONSULTANT assigns or attempts to assign its rights or obligations under this Contract or any part thereof to any third-party (without the prior written consent of CITY);
- (c) CONSULTANT is adjudged bankrupt or insolvent, makes a general assignments for the benefit of creditors, has a trustee or receiver appointed for its property, or files a petition to take advantage of any debtor's act;
- (d) CONSULTANT fails or refuses to perform any obligation under the Contract, or fails to remedy such nonperformance within seven (7) days after its occurrence;
- (e) CONSULTANT fails to comply with any applicable Laws and fails to remedy such nonperformance within seven (7) days after its occurrence;
- (f) CONSULTANT fails to achieve the required dates for performance required pursuant to the Contract.

7. TERMINATION FOR CONVENIENCE:

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

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

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

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

9. INDEMNIFICATION:

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

insurance coverage requirements set forth in the Agreement will in no way be construed as limiting the scope of indemnity in this paragraph.

10. INSURANCE REQUIREMENTS:

1. General.

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

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

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

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

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

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

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

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

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

C. **Workers Compensation and Employers Liability Insurance:** CONSULTANT must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONSULTANT employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

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

3. **Additional Policy Provisions Required.**

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

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

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

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

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

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

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

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

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

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

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

11. ENTIRE CONTRACT:

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives or each party.

12. CONFLICT OF INTEREST:

CONSULTANT stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract.

Pursuant to A.R.S. Section 38-511, CITY may cancel this Contract within three (3) years after its execution, without penalty or further obligation by CITY if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of CITY is, at any time while this Contract is in effect, an employee of any other party to this Contract in any capacity, or a consultant to any other party of this Contract with respect to the subject matter of this Contract

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

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

13.2 Jurisdiction and Venue. The parties agree that this Contract is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Contract shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

13.3 Fees and Costs. Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Contract is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

14. ARIZONA LAW:

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

15. REQUIRED COMPLIANCE WITH ARIZONA PROCUREMENT LAW:

Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Consultant hereby warrants to the City that the Consultant and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty (Exhibit 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 _____ 2016.

CITY OF CHANDLER

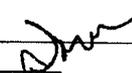
CONSULTANT

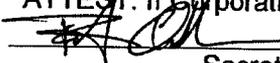
MAYOR Date

By: 
Title: 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
Michael Baker International, Inc.
2929 North Central Avenue, Suite 800
Phoenix, Arizona 85012
Phone: _____

APPROVE AS TO FORM
City Attorney by: 

ATTEST: If Corporation

Secretary

ATTEST:

City Clerk

SEAL

EXHIBIT A SCOPE OF WORK

BACKGROUND AND PROJECT DESCRIPTION

CONSULTANT shall provide the following tasks to assist the **CITY** in completing the construction administration for the repairs at Paseo Vista Recreation Area (**PROJECT**). The **CONSULTANT** shall complete the services within 180 calendar days. Services provided by the **CONSULTANT** shall be compensated on a time and materials basis as outlined in the not-to-exceed fee estimate provided in **EXHIBIT B**.

PROJECT TASKS

CONSULTANT shall perform the following project tasks:

TASK 100 – Field Support Services

Task 101 – Meetings: **CONSULTANT** shall attend up to 17 weekly construction meetings and 1 pre-construction meeting. It is assumed all meetings are either held at the project site or City of Chandler Municipal Utilities Department office.

Task 102 – Site Visits: **CONSULTANT** shall conduct general construction observation site visits 2 times per week for 17 weeks. In addition, **CONSULTANT** shall allow up to 4 site visit for purposes of reinforcing steel observation. Each site visit shall be assumed to last 4 hours including travel. During each site visit, **CONSULTANT** shall be responsible for coordinating the anticipate timing of inspection needs for the following week; determining what inspections have occurred during the current week (up to the time of the site visit); noting progress to date for each construction area; and, noting any apparent deficiencies observed. Field reports documenting observations noted during site visits shall be prepared and submitted by the **CONSULTANT** to the **CITY'S REPRESENTATIVE** within 2 calendar days of each site visit.

Task 103 – Inspections & Testing Services: **CONSULTANT** shall be available to conduct construction inspections and testing up to three days each week for clay liner repair, geosynthetic liner repair, earthwork, concrete and reinforcing steel. Draft field reports documenting observations noted during inspection and testing shall be prepared and submitted by the **CONSULTANT** to the **CITY'S REPRESENTATIVE** within 2 calendar days of each occurrence. Test results shall be completed within 10 calendar days. Upon completion of the test results the draft field report shall be finalized and shall be submitted by the **CONSULTANT** to the **CITY'S REPRESENTATIVE** with test results attached.

Task 104 – Survey Support Services: **CONSULTANT** shall be available to provide construction phase survey support for the **CITY** on an as-needed basis. This task shall include up to 10 trips to the site. Upon completion of survey support, the **CONSULTANT** shall provide the **CITY** provide the result of the survey in an exhibit with a narrative documentation.

Task 105 – Construction Closeout: **CONSULTANT** shall assist the **CITY'S REPRESENTATIVE** in closing out the **PROJECT**. Closeout shall include up to 6 site visits, 2 for substantially complete construction observations and 4 for construction complete observations. Within 2 calendar days of each site visit, the **CONSULTANT** shall provide the **CITY'S REPRESENTATIVE** with a construction punch list outlining items that remain to be completed. Once the **CONSULTANT** is satisfied that the contractor has completed all punch list items, the **CONSULTANT** shall provide written notification to the **CITY'S REPRESENTATIVE** that the work is complete. Upon completion of the punch list items by the Contractor, the **CONSULTANT** shall complete the as-built record plans. As-built record plans shall be completed in CAD using Contractor provided redlines of the plans completed by the Contractor throughout the construction process. **CONSULTANT** shall submit a draft of the as-built record plans to the **CITY'S REPRESENTATIVE** for 1 round of review. Upon receipt of comments from the **CITY'S REPRESENTATIVE**, the **CONSULTANT** shall complete the final as-built record plans and submit 1 full size mylar copy and 1 CD to the **CITY**.

TASK 200 – Office Support Services

Task 201 – Submittal & RFI Review: **CONSULTANT** shall provide review services for submittals and requests for information (RFI). Upon Receipt from the **CITY'S REPRESENTATIVE**, the **CONSULTANT** shall log, review and approve/disapprove Shop Drawings, calculations, samples, and test results within 10 calendar days. Upon receipt of RFI's from the **CITY'S REPRESENTATIVE**, the **CONSULTANT** shall provide the necessary interpretations and clarifications of the contract documents within 36 hours. It is anticipated that the total of RFI's and plus contractor submittals will not exceed thirty (30). Two (2) hours are anticipated for each of these reviews for a total of sixty (60) hours. Additional services will be required if effort is in excess of the estimated amount.

Task 202 – Construction Closeout Administrative Phase: **CONSULTANT** shall provide support services during the construction closeout administrative phase. It is assumed that services will require up to 8 hours per week from both the DESIGN CONSULTANT Project Manager and Project Engineer and a total of 8 hours from both the DESIGN CONSULTANT Drafter and Administrative personnel.

Task 203 – Miscellaneous Support Services: **CONSULTANT** shall provide supports services to the **CITY** that include, but are not limited to:

- Review of contractor's schedules, and then make a recommendation regarding approval;
- Assist **CITY'S REPRESENTATIVE** in the review of the Contractor's "value engineering" suggestions and then make a recommendation;
- ADEQ coordination and meetings;
- Evaluate contractor claims and disputes between **CITY'S REPRESENTATIVE** and contractor and provide a written determination to **CITY'S REPRESENTATIVE** within seven (7) days of the date such matter is submitted to **CONSULTANT**;
- Evaluate and verify payment applications, with the Owner, based on designer's on-site observations, data and schedule. Make a recommendation regarding approval.
- In the event of a claim or dispute by contractor, interpret the requirements of the Contract Documents and judge the acceptability of the Work thereunder. Make written recommendations to the City on all claims of the Contractor related to; the acceptability of the work, or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work, or additional work as deemed necessary by the **CITY'S REPRESENTATIVE** (within 7 days).

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS

- Landfill monitoring or inspections of any type
- Construction staking
- Utility location services
- SWPPP narrative, documentation and inspections
- Correction of design deficiencies
- Expenses for items such as printing, delivery, and mileage, shall be compensated at cost utilizing the Direct Expense Allowance.
- Owner's Allowance shall only be utilized for additional services with prior written approval from the City.
- The **CITY** will appoint the **CITY'S REPRESENTATIVE** to oversee construction on a daily basis. RFI and contractor submittal correspondence shall be completed via e-mail and use of PDF. When contract hard copies of shop drawings are provided, contractor representative shall be responsible for picking up completed reviews once they are available.

**EXHIBIT B
FEE SCHEDULE**

Classification	Project Manager	Project Engineer	Drain	One-Person Survey	Administrative	Total Hours	Total Labor	Sub-Consultant Costs	Reimbursable Costs	Total Expenses	Total Labor + Expenses
Hourly Rate:	\$ 200	\$ 157	\$ 75	\$ 87	\$ 60						
Task 100 Field Support Services											
Task 101 - Meetings	4	36				40	\$ 6,452.00	\$ 4,172.00	\$ 621.00	\$ 4,793.00	\$ 11,245.00
Task 102 - Site Visits	34	153	0	0	17	204	\$ 31,841.00	\$ -	\$ 1,173.00	\$ 1,173.00	\$ 33,014.00
Task 103 - Inspections & Testing	17	0	0	0	0	17	\$ 3,400.00	\$ 27,636.00	\$ -	\$ 27,636.00	\$ 31,036.00
Task 104 - Survey Support Services	10	0	40	60	0	110	\$ 10,220.00	\$ -	\$ 345.00	\$ 345.00	\$ 10,565.00
Task 105 - Construction Closeout	4	40	40	16	4	104	\$ 11,712.00	\$ 4,200.00	\$ 722.30	\$ 4,922.30	\$ 16,634.30
Task 100 Subtotal	69	229	80	76	21	475	\$ 63,625.00	\$ 36,008.00	\$ 2,861.30	\$ 38,869.30	\$ 102,494.30
Task 200 Office Support Services											
Task 201 - RFI & Submittal Review	4	50	0	0	10	64	\$ 9,250.00	\$ 2,160.00	\$ 100.00	\$ 2,260.00	\$ 11,510.00
Task 202 - Construction Closeout Admin Phase	32	32	8	0	8	80	\$ 12,504.00	\$ 1,620.00	\$ -	\$ 1,620.00	\$ 14,124.00
Task 203 - Miscellaneous Support	51	68	0	0	17	136	\$ 21,896.00	\$ 1,404.00	\$ 100.00	\$ 1,504.00	\$ 23,400.00
Task 200 Subtotal	87	150	8	0	35	280	\$ 43,650.00	\$ 5,184.00	\$ 200.00	\$ 5,384.00	\$ 49,034.00
Total Hour Summary	156	379	88	76	56	755					
Total Cost Not-to-Exceed	\$31,200	\$59,503	\$6,600	\$6,612	\$3,360		\$107,275.00	\$ 41,192.00	\$ 3,061.30	\$ 44,253.30	\$ 151,528.30
Contract Allowance (10%)											\$ 15,152.70
Total Contract Value											\$ 166,681.00

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: PR1504.451
Company Name (as listed in the contract): Michael Baker International, Inc.
Street Name and Number: 2929 North Central Avenue, Suite 800
City: Phoenix State: Arizona Zip Code: 85012

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: Doug Plasencia

Title: Vice President

Date (month/day/year): 02/16/2016