



Chandler - Arizona  
Where Values Make The Difference

**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CA09-208**

1. Agenda Item Number:

24

2. Council Meeting Date:

May 14, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: March 18, 2009

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. **SUBJECT:** Award a project agreement to Wilson Engineers, LLC, for the Tumbleweed Aquifer Storage and Recovery (ASR) Wells 9 & 10 Construction Management Services, Project No. WW0701-452, in an amount not to exceed \$135,350.

6. **RECOMMENDATION:** Staff recommends Council award a project agreement to Wilson Engineers, LLC, for the Tumbleweed Aquifer Storage and Recovery (ASR) Wells 9 & 10 Construction Management Services, Project No. WW0701-452, in an amount not to exceed \$135,350.

7. **BACKGROUND/DISCUSSION:** ASR wells are needed to support the reclaimed water distribution system. ASR wells are used to inject reclaimed water in the upper aquifer when irrigation demands are low. When irrigation water demand is high, these wells are pumped to recover the stored effluent water for use in the reclaimed water distribution system. This project agreement provides for construction management services during the equipping of two ASR wells in the Tumbleweed Recharge area. A construction contract for the equipping of the wells will be awarded separately.

8. **EVALUATION PROCESS:** On September 11, 2008, Council approved a one-year extension to the annual contract with Wilson Engineers, LLC, for permitting, study, and design for water and wastewater facilities, EN0712-101, with the option of three remaining one-year extensions. Staff has reviewed the scope of work, billing rates, and total fee for this project, compared them to historical costs, and has determined that they are acceptable.

9. **FINANCIAL IMPLICATIONS:**

Cost: \$135,350  
Savings: None  
Long Term Costs: None  
Fund Source:

Acct. No.:	Fund Name:	Program Name:	CIP Funded:	Amount:
606.3910.0000.6817.9WW189	Reclaimed Water	Effluent Reuse ASR Wells	FY08/09	\$135,350

10. **PROPOSED MOTION:** Move to award a project agreement to Wilson Engineers, LLC, for the Tumbleweed Aquifer Storage and Recovery (ASR) Wells 9 & 10 Construction Management Services, Project No. WW0701-452, in an amount not to exceed \$135,350.

**ATTACHMENTS:** Location Map, Project Agreement

**APPROVALS**

11. Requesting Department

Robert Mulvey, Assistant Municipal Utilities Director

13. Department Head

Dave Siegel, Municipal Utilities Director

12. City Engineer

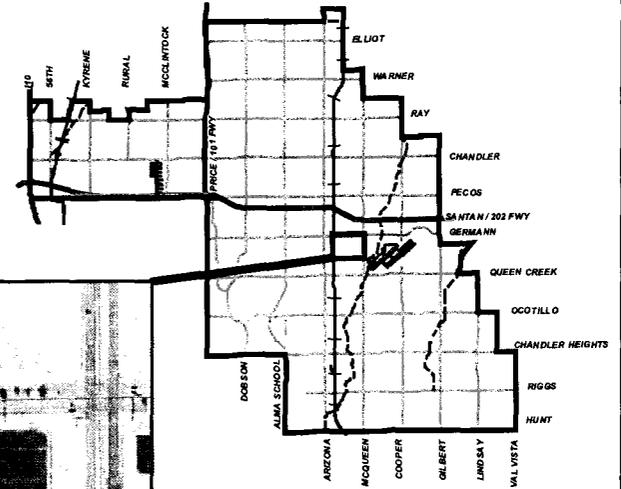
Sheina Hughes, Assistant Public Works Director/  
City Engineer

14. City Manager

W. Mark Pentz



**TUMBLEWEED ASR Well 9 & 10  
Construction Management Services  
PROJECT NO. WW0701-452**



**MEMO NO. CA09-208**

**Legend**

- ASR Well Locations



**PROJECT AGREEMENT  
PURSUANT TO ANNUAL CONTRACT NO. EN0712-101**

**AGREEMENT NO: WW0701-452**

This AGREEMENT is made this            d ay of            2009, 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. EN0712-101.

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 Tumbleweed ASR Wells 9 & 10 Construction Management Services, Project Number WW0701-452. The scope of work consists of providing construction management services for Tumbleweed ASR Wells 9 & 10, all as more particularly set forth in Exhibit A attached hereto and incorporated herein by reference.

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

**ARTICLE 2. CONTRACT PRICE**

CITY shall pay Annual Consultant for completion of the Work in accordance with the Contract Documents a fee not to exceed One Hundred Thirty Five Thousand Three Hundred Fifty Dollars (\$135,350) determined and payable as set forth in Annual Contract EN0712-101 and Exhibit B attached hereto and made a part hereof by reference.

**ARTICLE 3. CONTRACT TIME**

The contract time is two hundred forty days and Annual Consultant agrees to complete all work within Two Hundred Forty (240) days of the date CITY issues a Notice to Proceed.

**ARTICLE 4. GENERAL**

This Project Agreement is entered into pursuant to Annual Contract No. EN0712-101 and the terms and conditions contained therein are incorporated herein by reference as if set forth in full.

**ARTICLE 5. 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 ("Subconsultants") 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 Subconsultant employee who works on this Contract to ensure that the Consultant or Subconsultant is complying with the Contractor 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 Subconsultant to ensure compliance with Contractors 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 subconsultant. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

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

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

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

This Agreement will be effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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  
9633 S. 48<sup>th</sup> St., Ste. 290  
Phoenix, AZ 85044-5658

APPROVED AS TO FORM:

Phone: 480-893-8860  
Fax: 480-893-8968

ATTEST: City Attorney By: [Signature]

\_\_\_\_\_  
City Clerk

**EXHIBIT A  
SCOPE OF WORK**

**SECTION 100 - GENERAL**

Services to be provided under this scope of work shall include those related to the construction, start-up, and post-construction warranty phases of the Tumbleweed ASR Wells 9 and 10 project. ANNUAL CONSULTANT shall provide the following four types of services:

- 1) Project administration services during construction, Section 200
- 2) Engineering services during construction, Section 300
- 3) Resident services during construction, Section 400
- 4) Special services, Section 500

Engineering services are to be provided throughout the duration of construction and start-up, which is defined in the construction contract documents as seven (7) months. Construction contract documents (construction documents) are defined as the agreement, general conditions, supplemental conditions, drawings, standard details, specifications, addendum, and executed change orders prepared for construction of the project.

**SECTION 200 - PROJECT ADMINISTRATION SERVICES DURING CONSTRUCTION**

**Task 210 - Representation on Behalf of City**

The ANNUAL CONSULTANT shall consult with and advise City and act as its representative during construction. 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 City to the extent provided in this scope of work 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's efforts shall be directed toward providing a greater degree of confidence for 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.

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

This task shall include the following items:

1. Conduct Pre-construction Conference: The ANNUAL CONSULTANT shall conduct a pre-construction conference. At the conference, the ANNUAL CONSULTANT shall identify field services to be provided by the ANNUAL CONSULTANT and discuss appropriate coordination procedures. The ANNUAL CONSULTANT shall prepare an agenda for the meeting and shall prepare and distribute the meeting minutes.
2. Provide construction administration, quality control, and coordination: The ANNUAL CONSULTANT shall provide construction administration and quality control services during the course of the project to ensure that the overall technical correctness of the construction phase services and that specified procedures are being followed and that the ANNUAL CONSULTANT'S schedules are being met. The ANNUAL CONSULTANT shall provide coordination functions during the construction phase as follows:
  - A. Hold coordination meetings with the City and Contractor.
  - B. Coordinate with regulatory and approving agencies and utilities as required.
  - C. Coordinate the work of specialty subconsultants assigned to the project.
3. Provide project documents: The ANNUAL CONSULTANT shall maintain and provide the following detailed project records and documentation during the construction phase:
  - A. The project records shall include correspondence, schedules, submittals, test data, project data, payments, change orders, meeting minutes, clarifications, mark-ups of drawings and specifications, digital control system documentation and other such documentation. Project records shall be delivered to the City's representative upon completion of the construction contract. Records shall be maintained under Section 400 at the ANNUAL CONSULTANT'S Office.
  - B. A status report for the construction contract shall be provided under Task 440.

#### Task 215 - Administer the Construction Schedule

The ANNUAL CONSULTANT'S opinions concerning the various scheduling documents of Task 215 produced or used by the Contractor are for information and are not controlling on the Contractor. It is the Contractor's responsibility to continue to exercise its independent judgment concerning means, methods and sequences of construction it employs. The Contractor remains solely responsible for meeting contract time(s) given in the construction documents.

1. Review progress schedule: The ANNUAL CONSULTANT shall review and critique the Contractor's progress schedule in accordance with the construction documents. The ANNUAL CONSULTANT shall examine the work sequence, durations, interim milestones, and other appropriate scheduling features in accordance with the requirements of the construction documents. The ANNUAL CONSULTANT shall prepare a summary of the review comments and shall meet and discuss the schedule comments with the Contractor and the City's representative.
2. Review progress schedule updates: The ANNUAL CONSULTANT shall review the Contractor's progress schedule updates to the construction schedule in accordance with the construction documents. The ANNUAL CONSULTANT shall perform a review of progress accomplished during the period and compare to planned schedule and discuss significant discrepancies with the Contractor. The ANNUAL CONSULTANT and Contractor shall establish, based on the data, the percent of project completion. ANNUAL CONSULTANT shall meet with Contractor on monthly basis to review and update the schedule data. Based upon the schedule update, the ANNUAL CONSULTANT shall recommend processing progress payments. The primary performance of the task shall be performed under Task 400.

#### Task 220 - Perform Site Visits

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

#### Task 230 - Review Shop Drawings and Test Results

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

As part of this task, the ANNUAL CONSULTANT shall maintain a submittal log showing dates of submittal, submittal action to other subconsultants, dates of return and review action. Copies of the log shall be furnished to the City and the Contractor monthly. The ANNUAL CONSULTANT shall 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 40 shop drawing submittals.

#### Task 240 - Issue Interpretations and Clarifications

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

The ANNUAL CONSULTANT shall respond to the City's representative and/or Contractor to clarify and/or interpret technical, design related questions. Routine technical interpretations shall be responded to under Task 400. The ANNUAL CONSULTANT shall assist the City, as required, in resolution of these issues. The ANNUAL CONSULTANT shall respond to issues raised during construction regarding interpretation and clarification of the contractual administrative and technical requirements of the construction documents. This level of effort is based upon receiving thirty (30) Requests For Information (RFI's).

#### Task 250 - 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'S 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 ANNUAL CONSULTANT'S 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'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 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 260 - Substantial Completion and Final Acceptance Inspection

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

Upon recommendation of Substantial Completion, the ANNUAL CONSULTANT shall complete the Approval of Construction Application and Engineer's Certificate of Completion and submit to the Maricopa County Department of Environmental Services (MCESD), including the required bacteria and pressuring testing results. The ANNUAL CONSULTANT shall also conduct a site visit with a representative of the MCESD. The intent of this site visit shall be to allow the MCESD representative 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 if the 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.

ANNUAL CONSULTANT shall not be responsible for the acts or omissions of the Contractor, or subcontractor, or any of the Contractor's or subcontractor's agents or employees or any other persons (except ANNUAL CONSULTANT'S own employees and agents) at the site or for otherwise performing any of the Contractor's work; however, nothing contained in Tasks 210 through 260, inclusive, shall be construed to release ANNUAL CONSULTANT from liability for errors or omissions in the performance of ANNUAL CONSULTANT'S duties in accordance with this scope of services.

### SECTION 300 - ENGINEERING SERVICES DURING CONSTRUCTION

#### Task 320 - Changes

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

#### Task 330 - Review Material Testing Results

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

#### Task 340 - Record Drawings

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 of Chandler.

#### Task 350 - Operations and Maintenance Manual

ANNUAL CONSULTANT shall, during the course of the work, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by Contractor are applicable to the items actually installed.

ANNUAL CONSULTANT shall prepare an operating and maintenance manual in accordance with the intent of design and the manufacturer's requirements. The manual shall be a compilation of the manufacturers' operating and maintenance instructions as submitted by the Contractor. A draft manual shall be submitted on or about 50 percent completion of the construction work; a 90 percent complete draft manual shall be submitted on or about 80 percent construction completion; and a final manual shall be submitted within 30 days following substantial completion.

#### SECTION 400 – FIELD INSPECTION SERVICES DURING CONSTRUCTION

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

#### Task 401 - Schedules

ANNUAL CONSULTANT shall review the progress schedule, the schedule of Contractor's submissions and schedule of values prepared by Contractor, and consult with the City concerning their acceptability.

#### Task 405 - Conferences

ANNUAL CONSULTANT shall conduct pre-construction conferences and construction progress meetings, and shall prepare and distribute minutes of such meetings. Construction conferences shall be held no more than once per week during the course of construction.

#### Task 415 - Shop Drawings and Samples

Submittals, which are furnished by the Contractor, shall be received and reviewed by the ANNUAL CONSULTANT as defined in Task 230. The Field Inspector shall advise the Contractor prior to the commencement of work requiring a shop drawing or sample submission if ANNUAL CONSULTANT has not approved the submission.

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

1. The Field Inspector shall 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. The Field Inspector shall report to ANNUAL CONSULTANT whenever it is believed that work is unsatisfactory, faulty or defective; does not conform to the construction documents; 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; should be uncovered for observation; or requires special testing, inspection or approval.

3. The Field Inspector shall 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. The Field Inspector shall observe, record, and report to ANNUAL CONSULTANT appropriate details relative to the test procedures and start-ups.
4. The Field Inspector shall 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 435 - Records

1. ANNUAL CONSULTANT shall maintain orderly 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 Contract, clarifications and interpretations of the construction documents, progress reports, and other Project related documents.
2. The Field Inspector shall prepare daily reports (based on the times he is on site) recording the 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, observations in general, and specific observations in detail as in the case of observing test procedures. The Field Inspector shall provide copies to ANNUAL CONSULTANT.
3. The Field Inspector shall record names, addresses and telephone numbers of the Contractor, subcontractors, and major suppliers of materials and equipment.
4. The Field Inspector shall maintain notes to be capable of cross-referencing the Contractor's record drawing information for accuracy and completeness.
5. The ANNUAL CONSULTANT shall receive, review, and process inspection reports prepared by the Field Inspector.
6. The ANNUAL CONSULTANT shall maintain a file of construction photographs to be submitted by the Contractor in accordance with the construction contract documents.

#### Task 440 - Reports

1. Each month, the Field Inspector shall furnish ANNUAL CONSULTANT and City the project progress meeting minutes (as the construction contract status report) describing the progress of the work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
2. The Field Inspector shall consult with ANNUAL CONSULTANT in advance of scheduled major tests, inspections, or start of important phases of the work.
3. The Field Inspector shall report to ANNUAL CONSULTANT at the time of an occurrence of any accident.

#### Task 445 - Payment Applications

The Field Inspector shall review applications for payment, as described in Task 250, with Contractor for compliance with the established procedure for their submission, and forward them 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 455 - Substantial Completion/Final Acceptance

1. The Field Inspector shall assist ANNUAL CONSULTANT in the completion of the Substantial Completion and Final Acceptance tasks as described in Task 260.
2. Before ANNUAL CONSULTANT issues a Certificate of Substantial Completion, the Field Inspector shall submit to the Contractor a list of observed items requiring completion or correction in accordance with the requirements of the construction documents.
3. After the Contractor has completed the work of the list of Subtask 455.2 and upon request of the Contractor, the Field Inspector shall conduct final inspection in the company of ANNUAL CONSULTANT, the City and the Contractor. The Field Inspector shall prepare a final list of items to be completed or corrected in accordance with the requirements of the construction documents.
4. After the Contractor has completed the work of the final list of Subtask 455.3, and upon written notice from the Contractor, the Field Inspector shall review and determine that items on the final list have been completed or corrected and make recommendations to ANNUAL CONSULTANT concerning acceptance.

### SECTION 500 - SPECIAL SERVICES

#### Task 510 - Warranty

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

**Task 515 – 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, preparation and coordination of a start-up plan and procedures for City personnel use, supervision during start-up procedures, and assistance to City personnel during a period of initial operation.

**Task 530 - Training**

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

**Task 565 Programming and Graphics Configuration Assistance**

ANNUAL CONSULTANT shall provide assistance to the Control System Integrator for programming of the SCADA System and configuration of graphics for the operator interface. The ANNUAL CONSULTANT shall review and coordinate new graphic screens with the City/City and the Contractor. The ANNUAL CONSULTANT shall also coordinate programming data that must be determined in the field, such as alarm set-points, PID tuning parameters, and control set-points. The ANNUAL CONSULTANT shall coordinate with the programmers and be available during these site visits to facilitate installation and testing of the new SCADA programming.

NOTE: This task does not include the actual programming services.

**EXHIBIT B  
FEE SCHEDULE**

TASK No.	TASK DESCRIPTION	Principal	Project Mgr	Project Egr	Field Insptr	CADD Tech	Clerical		Labor COST
		E-7 \$ 195	E-5 \$ 150	E-4 \$ 125	C-6 \$ 115	T-3 \$ 70	A-3 \$ 85	TOTAL HOURS	
<b>SECTION 200 - PROJECT ADMINISTRATION SERVICES DURING CONSTRUCTION</b>									
210	Representation on Behalf of Owner		8	16				24	\$ 3,200
215	Administer the Construction Schedule		8	8				16	\$ 2,200
220	Perform Site Visits		16	40				56	\$ 7,400
230	Review Shop Drawings & Test Results		16	56			40	112	\$ 12,000
240	Issue Interpretations & Clarifications		8	40			40	88	\$ 8,800
250	Certify Progress Payments			8				8	\$ 1,000
260	Substantial Completion and Final Acceptance Inspection		16	16				32	\$ 4,400
	<b>SUBTOTAL - PROJECT ADMINISTRATION</b>	<b>0</b>	<b>72</b>	<b>184</b>	<b>0</b>	<b>0</b>	<b>80</b>	<b>336</b>	<b>\$ 39,000</b>
<b>SECTION 300 - ENGINEERING SERVICES DURING CONSTRUCTION</b>									
320	Changes		8	8		16		32	\$ 3,320
330	Review Material Testing Results		8	24				32	\$ 4,200
340	Record Drawings		8	24	16	40		88	\$ 8,840
350	Operations & Maintenance Manual		8	32			20	60	\$ 6,500
	<b>SUBTOTAL - ENGINEERING SERVICES DURING CONSTRUCTION</b>	<b>0</b>	<b>32</b>	<b>88</b>	<b>16</b>	<b>56</b>	<b>20</b>	<b>212</b>	<b>\$ 22,860</b>
<b>SECTION 400 - FIELD INSPECTION SERVICES DURING CONSTRUCTION</b>									
401	Schedules				24			24	\$ 2,760
405	Conferences		16	32	40			88	\$ 11,000
415	Shop Drawings and Samples				24		16	40	\$ 3,800
420	Inspection of Work, Rejection and Review of Tests of Defective Work,				144			144	\$ 16,560
435	Records			8	24		80	112	\$ 8,960
440	Reports			8	24		24	56	\$ 5,320
445	Payment Applications				24			24	\$ 2,760
455	Substantial Completion / Final Acceptance				32			32	\$ 3,680
	<b>SUB TOTAL - RESIDENT ENGINEERING</b>	<b>0</b>	<b>16</b>	<b>48</b>	<b>336</b>	<b>0</b>	<b>120</b>	<b>520</b>	<b>\$ 54,840</b>
<b>SECTION 500 - SPECIAL SERVICES</b>									
510	Warranty			8	8			16	\$ 1,920
515	Startup Assistance		8	16	16			40	\$ 5,040
530	Training		8	16	16			40	\$ 5,040
565	Programming and Graphics Configuration Assistance (Does not include PLC Programming)		16	16				32	\$ 4,400
	<b>SUBTOTAL - SPECIAL SERVICES</b>	<b>0</b>	<b>32</b>	<b>56</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>128</b>	<b>\$ 16,400</b>
	<b>TOTAL - LABOR SUMMARY</b>	<b>0</b>	<b>152</b>	<b>376</b>	<b>392</b>	<b>56</b>	<b>220</b>	<b>1196</b>	<b>\$ 133,100</b>
<b>II. Expense Summary</b>									
Item	Description	Amt		Unit		Cost Per Unit			Total
1	Mileage	2,500		Mile		\$ 0.90			\$ 2,250
	<b>TOTAL EXPENSE SUMMARY</b>								<b>\$ 2,250</b>
<b>III. Total Labor and Expenses</b>									
Item	Description								Total
I	Labor Summary								\$ 133,100
II	Expense Summary								\$ 2,250
III	<b>TOTAL CRS FEE PROPOSAL</b>								<b>\$ 135,350</b>

EXHIBIT C

**Contractor 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 subconsultants 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.

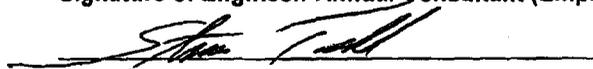
By completing and signing this form the Engineer/Annual Consultant shall attest that it and all subconsultants performing work under the cited contract meet all conditions contained herein.

Project Number: WW0701-452		
Name (as listed in the contract): Tumbleweed ASR Wells 9 & 10 Construction Management Services		
Street Name and Number:		
City: Chandler	State: AZ	Zip Code:

I hereby attest that:

1. The Engineer/Annual 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 subconsultants 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 Engineer/Annual Consultant has identified all consultant and subconsultant 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 Engineer/ Annual Consultant (Employer) or Authorized Designee:



Printed Name: STEVE TODD

Title: PRINCIPAL

Date (month/day/year): 3/23/09