



Chandler - Arizona
Where Values Make The Difference

**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA09-250**

1. Agenda Item Number:

20

2. Council Meeting Date:

June 25, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: June 3, 2009

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Approve a project agreement for the Remote Site Programmable Logic Controller (PLC) Replacements CM Services, Project No. WA0824-451, to Wilson Engineers, LLC, in an amount not to exceed \$633,640, and approve an increase in the Annual Contract EN0712-101 with Wilson Engineers, LLC, from \$600,000 to \$1,100,000.

6. RECOMMENDATION: Staff recommends Council approve a project agreement for the Remote Site Programmable Logic Controller (PLC) Replacements CM Services, Project No. WA0824-451, to Wilson Engineers, LLC, in an amount not to exceed \$633,640, and approve an increase in the Annual Contract EN0712-101 with Wilson Engineers, LLC, from \$600,000 to \$1,100,000.

7. BACKGROUND/DISCUSSION: A programmable logic controller (PLC) is a computer device used to operate remotely located facilities such as booster stations, wells, and wastewater lift stations automatically without the need for operator input. This project includes construction management and extensive programming services for the replacement of 65 obsolete PLCs with the manufacturer's newest model PLC at 54 sites. The facilities include 18 booster pump stations, 8 arsenic well stations, 18 well sites, 5 wastewater lift stations, 10 wastewater turnouts, and 6 chlorinators. A JOC project agreement for the installation of the PLCs will be awarded separately.

8. EVALUATION PROCESS: On September 11, 2008, Council approved a one-year extension of Annual Contract No. EN0712-101 with Wilson Engineers, LLC, for permitting, study, and design services for water/wastewater, with the option of two remaining one-year extensions. Staff has reviewed the scope of work and fees, and determined that they are acceptable.

9. FINANCIAL IMPLICATIONS:

Cost: \$633,640
Savings: None
Long Term Costs: None
Fund Source:

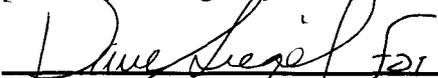
Acct. No.:	Fund Name:	Program Name:	CIP Funded:	Amount:
603.3820.0000.6814.9WA209	Water SDF	Water Treatment Plant Expansion	FY 08/09	\$402,425
611.3910.0000.6817.8VW189	Wastewater Bond	Effluent Reuse ASR Wells	FY 07/08	\$231,215

10. PROPOSED MOTION: Move that Council approve a project agreement for the Remote Site Programmable Logic Controller (PLC) Replacements CM Services, Project No. WA0824-451, to Wilson Engineers, LLC, in an amount not to exceed \$633,640, and approve an increase in the Annual Contract EN0712-101 with Wilson Engineers, LLC, from \$600,000 to \$1,100,000.

ATTACHMENTS: Project Agreement

APPROVALS

11. Requesting Department


Robert Mulvey, Assistant Municipal Utilities Director

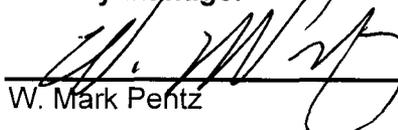
13. Department Head


Dave Siegel, Municipal Utilities Director

12. City Engineer


Sheina Hughes, Assistant Public Works Director/
City Engineer

14. City Manager


W. Mark Pentz

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

APPROVED AS TO FORM:

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

City Attorney By: [Signature]
ATTEST:

City Clerk

**EXHIBIT A
SCOPE OF WORK**

SECTION 100 - GENERAL

ANNUAL CONSULTANT shall provide engineering services, including services related to the construction, start-up, and post-construction warranty phases for 54 remote sites. The work to be performed for the project consists of the following four types of services:

- 1) Project administration services during construction, Section 200
- 2) Engineering services during construction, Section 300
- 3) 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 three hundred sixty five (365) days. 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.

Construction shall involve replacement of the existing Modicon 984 compact program logic controllers (PLC's) with Modicon M340's. The following construction related services shall include:

- Field engineering construction related services for approximately 54 sites:
 - Construction shall be done at stand alone well or booster station or a combination of either a well and booster station or a well and an arsenic facility. Field engineering services shall be done for:
 1. 19 booster pump station facilities, excluding Airport Water Production Facility (WPF), Chandler Water Treatment Facility, McQueen WPF, and Rural WPF;
 2. 9 well sites, excluding Airport, Alamosa 2, Alamosa 3, Basha 1, Basha 2, Basha 3, and Rural Well sites;
 3. 8 arsenic well facilities
 4. 9 wastewater lift stations
 5. 9 wastewater turnouts
 - Field engineering construction related services shall include coordination with the Contractor, supervision, point-to-point testing, PLC and non-PLC troubleshooting.
 - Preparation of record drawings for 6 wastewater lift stations and 10 turnout structures.
 - PLC software and software testing:
 - New PLC software shall be provided and shall replicate the existing functionality except that discrete I/O shall be bit-packed in a standard format for SCADA upload.

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 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'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. 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 the 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 – Administration of 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, transmittal action to other subconsultants, dates of return, and review action. Copies of the log shall be furnished to the CITY and the Contractor monthly. The ANNUAL CONSULTANT shall 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 5 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 40 Requests for Information (RFIs).

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.

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.

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

SECTION 300 - ANNUAL CONSULTANTING SERVICES DURING CONSTRUCTION

Task 320 - Changes

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

Task 330 –Material Testing

Material testing is not required and these services shall not be provided.

Task 340 - Record Drawings

Reproducible record drawings shall be provided for 6 wastewater lift station sites and 10 turnout structures. Reproducible record drawings for these sites shall show 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. Three (3) sets of reproducible record drawings shall be provided to the CITY. Record drawing information may be reproduced by computer aided methods (CAD).

Marked-up prints showing changes made during the construction process for all the water sites shall be provided by the Contractor. Drawings and other data furnished by Contractor(s) to ANNUAL CONSULTANT and which ANNUAL CONSULTANT has sufficiently reviewed for accuracy and completeness shall be turned over to the City. ANNUAL CONSULTANT shall collate and organize the documents and furnish them to the City.

Task 350 - Operation and Maintenance Manual

During the course of the work, the ANNUAL CONSULTANT shall verify that certificates, operation and maintenance 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. The level of effort for this task is based upon receiving one (1) shop drawing submittal.

SECTION 400 – FIELD INSPECTION SERVICES DURING CONSTRUCTION

The Field Inspector shall be furnished and shall act as directed by ANNUAL CONSULTANT, in order to assist ANNUAL CONSULTANT in observing performance of the work of the Contractor. Through increased on-site observations of the work in progress and field checks of materials and equipment by the Field Inspector, ANNUAL

CONSULTANT shall endeavor to provide further protection for CITY against defects and deficiencies in the work of Contractor; but the furnishing of such Field Inspector shall not make ANNUAL CONSULTANT responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Contractor 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's 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 401 - Schedules

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

Task 405 - Conferences

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

Task 415 - Shop Drawings and Samples

Submittal review by the Field Inspector is not required.

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

Field Inspector 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. provide point-to-point testing and provide non-PLC troubleshooting for each site;
5. 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. The ANNUAL CONSULTANT shall maintain orderly files for correspondence; reports of job conferences; shop drawings and samples submissions; reproductions of original construction documents, including but not limited to 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, and shall send 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 any accident at the time of occurrence.

Task 445 - Payment Application

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 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, Field Inspector shall conduct final inspection in the company of ANNUAL CONSULTANT, CITY, and 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, reporting observed discrepancies under guarantees called for in the construction documents, and providing assistance for resolution of defects to be corrected under warranty.

Task 515 -- Start-up Assistance

ANNUAL CONSULTANT shall provide start-up services 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

Equipment Training is not required and shall not be provided.

NOTE: Software training shall be provided by Jensen Systems.

Task 550 Materials Testing Allowance

Materials testing is not required and shall not be provided.

Task 565 Programming and Graphics Configuration Assistance

The 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 coordinate with the programmer and be available during these site visits to facilitate installation and testing of the new SCADA programming.

NOTE: All Instrumentation and Control Engineering Services shall be provided by Jensen Systems, Inc., including but not limited to:

- 1) development and testing of PLC software for:
 - 18 booster pump station PLC Central Processing Units (CPU's)
 - 8 arsenic well station PLC CPU's
 - 18 well site CPU's
 - 5 wastewater lift station CPU's
 - 10 wastewater turnout CPU's
 - 6 chlorinator CPU's
- 2) software training for CITY staff

The new PLC software shall replicate existing functionality except that discrete I/O shall be bit-packed in a standard format for SCADA upload.

All documents provided by Jensen Systems, Inc., shall be in electronic format only.

**EXHIBIT B
FEE SCHEDULE**

TASK No.	TASK DESCRIPTION	Principal	Sr Proj Mgr	Project Engr	Field Inspector	CADD Tech	Clerical	TOTAL HOURS	Labor COST
		\$ 185	\$ 175	\$ 120	\$ 115	\$ 65	\$ 55		
SECTION 200 - PROJECT ADMINISTRATION SERVICES DURING CONSTRUCTION									
210	Representation on Behalf of City		54					54	\$ 9,450
215	Administer the Construction Schedule		16					16	\$ 2,800
220	Perform Site Visits		108					108	\$ 18,900
230	Review Shop Drawings & Test Results		4	8				12	\$ 1,660
240	Issue Interpretations & Clarifications		16	40			12	68	\$ 8,260
250	Certify Progress Payments		24	0				24	\$ 4,200
260	Substantial & Final Completion		40	12				52	\$ 8,440
	SUBTOTAL - PROJECT ADMINISTRATION	0	262	60	0	0	12	334	\$ 53,710
SECTION 300 - ENGINEERING SERVICES DURING CONSTRUCTION									
320	Changes		16	54		20	8	98	\$ 11,020
330	Material Testing								\$ -
340	Record Drawings		60	540					\$ 75,300
350	Operations & Maintenance Manual		2	4			2	8	\$ 940
	SUBTOTAL - ENGINEERING SERVICES DURING CONSTRUCTION	0	78	598	0	20	10	106	\$ 87,260
SECTION 400 - RESIDENT ENGINEERING SERVICES DURING CONSTRUCTION									
401	Schedules				60			60	\$ 6,900
405	Bi-weekly Conferences				60		16	76	\$ 7,780
415	Shop Drawings and Samples							0	\$ -
420	Inspection of Work, Rejection of Defective Work, and Review of Tests				1080			1080	\$ 124,200
435	Records				120			120	\$ 13,800
440	Reports				24			24	\$ 2,760
445	Payment Applications				32		12	44	\$ 4,340
455	Substantial Completion / Final Acceptance				32		8	40	\$ 4,120
	SUB TOTAL - RESIDENT ENGINEERING	0	0	0	1408	0	36	1444	\$ 163,900
SECTION 500 - SPECIAL SERVICES									
510	Warranty							0	\$ -
515	Startup Assistance		24	60	108			192	\$ 23,820
530	Training							0	\$ -
550	Material Testing Allowance (See below in Expense Summary)							0	\$ -
565	Programming / Graphics Configuration Assistance				60			60	\$ 6,900
	SUBTOTAL - SPECIAL SERVICES	0	24	60	168	0	0	252	\$ 30,720
	TOTAL - LABOR SUMMARY	0	364	718	1576	20	58	2136	\$335,590
II Expense Summary									
Item	Description	Amount	Unit	Unit Price	Total				
550	Materials Testing Allowance	1	LS	\$ -	\$ -				
565	Jenson Systems (Programming Sub - Special Services)	1	LS	\$ 298,050	\$ 298,050				
	TOTAL - EXPENSE SUMMARY				\$ 298,050				
III Total Labor and Expenses									
Item	Description	Total							
I	Labor Summary	\$ 335,590							
II	Expense Summary	\$ 298,050							
III	Total Fee	\$ 633,640							

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.

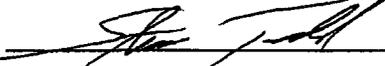
By completing and signing this form the Engineer/Annual Consultant shall attest that it and all subconsultants performing work under the cited contract meet all conditions contained herein.

Project Number: WA0824-451		
Name (as listed in the contract): Remote Site PLC Replacements CM 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): 6/9/09