



Chandler - Arizona  
Where Success Makes The Difference

**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CP18-145**

1. Agenda Item Number:

#16

2. Council Meeting Date:  
March 8, 2018

**TO: MAYOR AND COUNCIL**

3. Date Prepared: February 21, 2018

**THROUGH: CITY MANAGER**

4. Requesting Department: Public Works & Utilities

**5. SUBJECT:** Project Agreement No. WW1709.451 with Wilson Engineers, LLC, pursuant to Annual Water and Wastewater Services Contract No. EN1517.101, for the Price Road Utility Relocations Construction Management Services

**6. RECOMMENDATION:** Staff recommends City Council award Project Agreement No. WW1709.451 with Wilson Engineers, LLC, pursuant to Annual Water and Wastewater Services Contract No. EN1517.101, for the Price Road Utility Relocations Construction Management Services, in an amount not to exceed \$582,970.00.

**7. BACKGROUND/DISCUSSION:** Salt River Project (SRP) is in the process of expanding its 230-kilovolt transmission system to better serve the Price Road Corridor and Chandler Airport areas. In order to minimize the negative impacts of these transmission lines, the City and SRP entered into a negotiated agreement on June 27, 2017, that addresses the permitting, location, design, and construction of new, high-voltage transmission lines from the existing SRP Knox substation to a new substation generally located west of the southwest corner of Price and Germann roads.

As part of the agreement with SRP, the City is required to relocate or abandon existing City-owned water, wastewater, and reclaimed water facilities as necessary to provide SRP an easement of approximately 35-feet in width for installation of its underground power facilities. Pursuant to an amendment to the agreement approved by City Council on January 25, 2018, the City must complete its utility relocations no later than September 30, 2018.

The project scope of work consists of construction administration, engineering services, inspection services, permitting assistance, and project close-out. The contract completion time is 270 calendar days following Notice to Proceed.

A Construction Manager at Risk Contract with CSW Contractors, Inc., for the Price Road Utility Relocations, is also scheduled for this City Council meeting.

**8. EVALUATION:** This project is being performed under the Annual Water and Wastewater Services Contract No. EN1517.101 with Wilson Engineers, LLC. The costs proposed for this project have been evaluated by staff and are determined to be reasonable.

**9. FINANCIAL IMPLICATIONS:**

Cost: \$582,970.00  
Savings: N/A  
Long Term Costs: N/A

**Fund Source:**

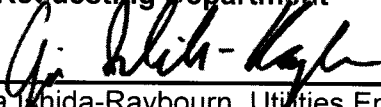
Account No.:	Fund Name:	Program Name:	CIP Funded:	Amount:
601.3820.6714.6WA023	Water Bonds	Main & Valve Replacements	Yes	\$156,142.66
610.3910.6817.6WW192	Reclaimed Water Reserve	Effluent Reuse – Transmission Mains	Yes	\$154,659.04
611.3910.6817.6WW332	Wastewater Bonds	Wastewater Sys Upg. w/Street Proj.	Yes	\$159,661.69
611.3910.6817.6WW266	Water Bonds	Sewer Assessment & Rehab	Yes	\$112,506.61
Total:				\$582,970.00

**10. PROPOSED MOTION:** Move City Council award Project Agreement No. WW1709.451 with Wilson Engineers, LLC, pursuant to Annual Water and Wastewater Services Contract No. EN1517.101, for the Price Road Utility Relocations Construction Management Services, in an amount not to exceed \$582,970.00.

**ATTACHMENTS:** Location Map, Agreement

APPROVALS

11. Requesting Department



Gina Whida-Raybourn, Utilities Engineering Manager

12. Public Works & Utilities



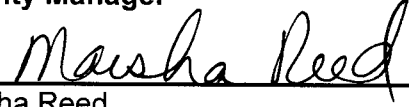
Andrew Gol, Capital Projects Manager

13. Department Head



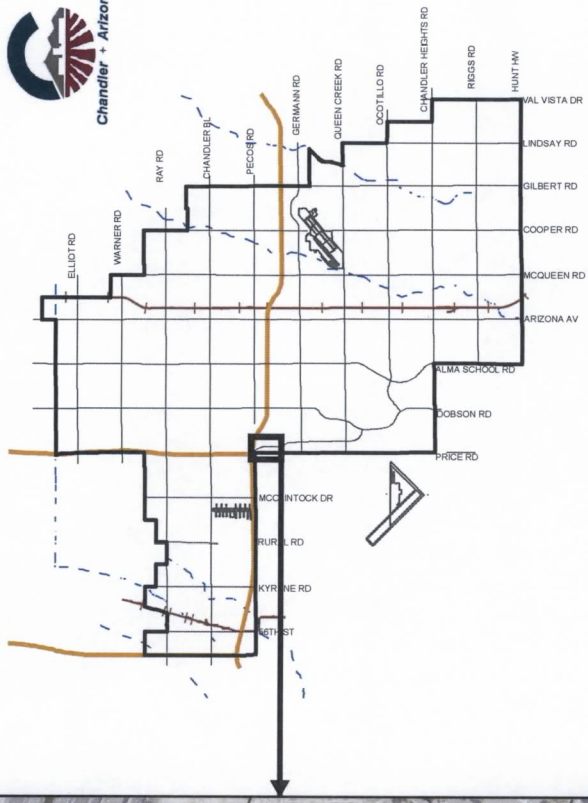
John Knudson, Public Works & Utilities Director

14. City Manager



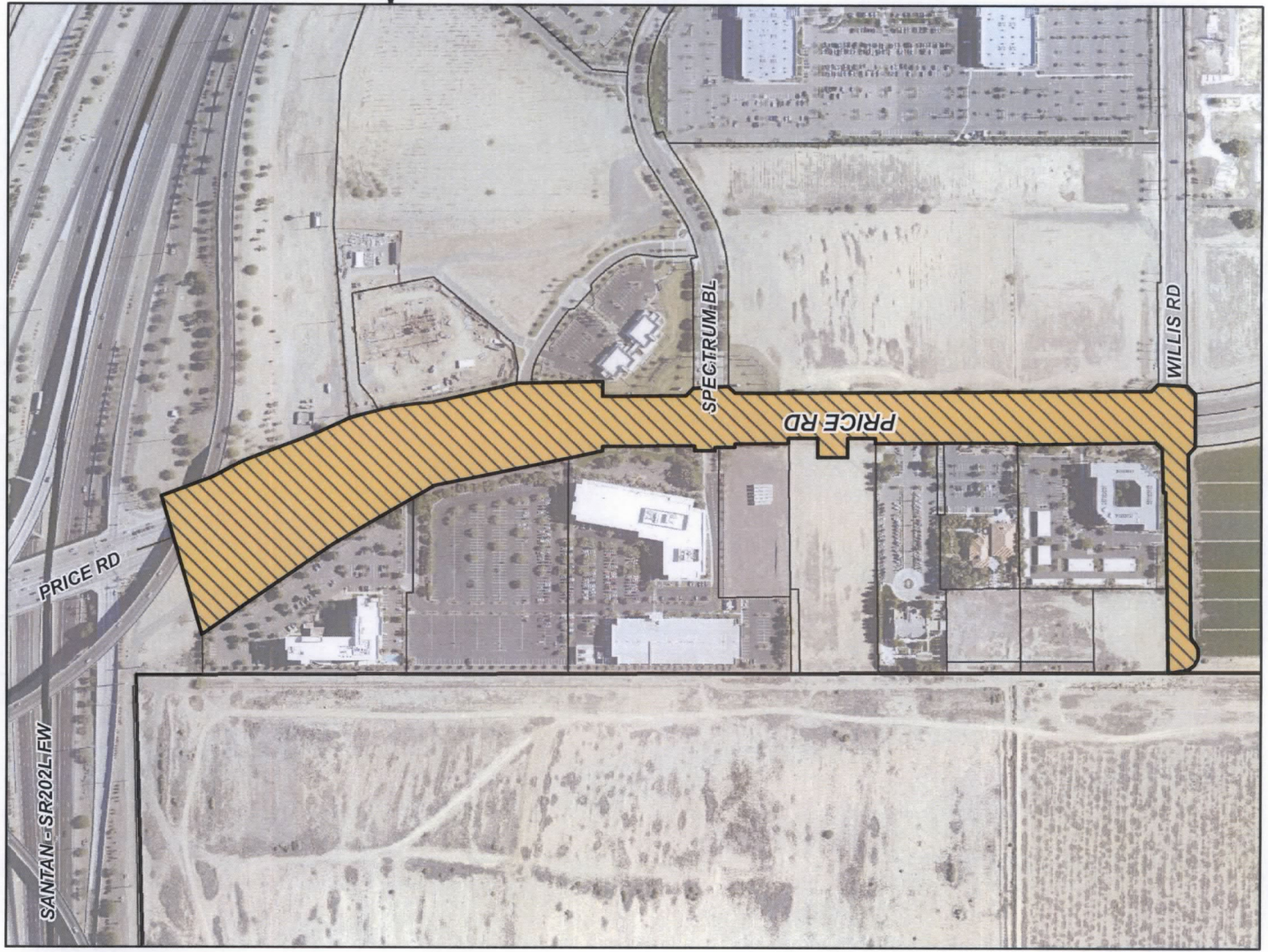
Marsha Reed

# PRICE RD UTILITY RELOCATIONS PROJECT NO. WW1709.451



MEMO NO. CP18-145

 PROJECT LOCATION



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

**PROJECT AGREEMENT NO: WW1709.451**

This PROJECT AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and Wilson Engineers, LLC, registered in the state of Arizona (hereinafter referred to as "Annual Consultant") and is a project agreement entered into pursuant to Annual Contract No. EN1517.101.

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

**ARTICLE 1 - DESCRIPTION OF WORK:**

This project is **PRICE ROAD UTILITY RELOCATIONS CONSTRUCTION MANAGEMENT SERVICES**, Project Number **WW1709.451**. The scope of work consists of relocation of wet utilities along Willis Road and Price Road to facilitate installation of Salt River Project's (SRP) 230Kv underground duct bank. Based on coordination and discussions with the SRP, the City has determined that a number of utilities will need to be relocated. The Willis Road segment of the work will begin first followed by utility relocation work on Price Road. The Willis Road utility relocation includes water and reclaimed water lines, water and reclaimed water line crossing over future SRP duct banks, sewer manhole rehabilitation and asphalt pavement and curb and side walk replacement as needed in several areas. The Price Road utility relocation includes a 12-inch diameter sewer line relocation, reclaimed water relocation and several sewer lateral relocations, and several water and reclaimed water line crossings. The project also includes asphalt pavement and median removal and replacement in several areas. The project is administered as a Construction Manager at Risk project, 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 Five Hundred Eighty Two Thousand Nine Hundred Seventy Dollars (\$582,970) determined and payable as set forth in Annual Contract EN1517.101 and Exhibit B attached hereto and made a part hereof by reference.

**ARTICLE 3 - CONTRACT TIME:**

The contract time is two hundred seventy calendar days and Annual Consultant agrees to complete all work within two hundred seventy (270) calendar days of the date CITY issues a Notice to Proceed.

**ARTICLE 4 - GENERAL:**

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

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

This Project Agreement will be effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CHANDLER

FOR THE ANNUAL:

\_\_\_\_\_  
MAYOR DATE:

By: Steve Todd  
Title: Principal

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

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

APPROVED AS TO FORM:

Phone: 480-893-8860

\_\_\_\_\_  
City Attorney By: [Signature]

ATTEST:

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

## **EXHIBIT A SCOPE OF WORK**

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

### **Task 200- PROJECT ADMINISTRATION SERVICES DURING CONSTRUCTION**

#### **Task 210 - Representation on Behalf of CITY**

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

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

This task shall include the following items:

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

#### **Task 215 – Project Controls Report**

The ENGINEER shall prepare monthly Project Controls Report that provides a summary of status of the project. The report shall consist of summary of schedule, budget and outline the progress of the project and shall provide the City with a brief overview of the project progress and any issues on the project related to project schedule and budget. The report is anticipated for use by City Management and therefore shall be concise and shall not exceed three pages

### **Task 220- Administer the Construction Schedule**

The ANNUAL CONSULTANT opinions concerning the various scheduling documents of Task 220 produced or used by the Contractor are for information and are not controlling on the Contractor. It is the Contractor's responsibility to continue to exercise its independent judgment concerning means, methods, and sequences of construction it employs. The Contractor remains solely responsible for meeting contract time(s) given in the construction documents.

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

### **Task 230 - Perform Site Visits**

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

### **Task 240 - Review Shop Drawings and Test Results**

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

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

### **Task 250 - Issue Interpretations and Clarifications**

The ANNUAL CONSULTANT shall issue the CITY instructions to Contractor; issue necessary interpretations and clarifications of the construction documents; have authority, as CITY representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the construction documents and 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 representative and/or Contractor to clarify and/or interpret technical, design related questions. Routine technical interpretations shall be responded to under Task 200. The ANNUAL CONSULTANT shall assist the CITY, as required, in resolution of these issues. The ANNUAL CONSULTANT shall respond to issues raised during construction regarding interpretation and clarification of the contractual administrative and technical requirements of the construction documents.

#### **Task 260- Certify Progress Payments**

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

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

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

#### **Task 270 - 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.

### **SECTION 300 – ANNUAL CONSULTANT SERVICES DURING CONSTRUCTION**

#### **Task 310 - 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 320 - Material Testing**

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

### **Task 330 - Record Drawings**

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

## **SECTION 400- FIELD INSPECTION SERVICES DURING CONSTRUCTION**

The ANNUAL CONSULTANT will observe performance of the work of the Contractor. Through increased on-site observations of the work in progress and field checks of materials and equipment the ANNUAL CONSULTANT shall endeavor to provide further protection for CITY against defects and deficiencies in the work of Contractor; but that 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 ANNUAL CONSULTANT:

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 ANNUAL CONSULTANT's dealings in matters pertaining to the on-site work shall in general be only with the 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.

### **Task 410 - Field Administration**

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

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

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

Prepare daily reports recording Contractor's work performed on the job site, major construction equipment on-site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, on-site equipment, subcontractors on-site, inspections in general and specific inspections in detail as to inspecting test procedures. Send record copies to ANNUAL CONSULTANT. Receive, review and process daily inspection reports.

Maintain a digital photographic file of the progress of the construction activities throughout the duration of the Project. This photo file will consist of color photographs taken to document specific construction activities where the information may be of future value.

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

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

ANNUAL CONSULTANT shall:

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

#### **Task 430 - Completion**

The ANNUAL CONSULTANT will conduct the Substantial Completion inspection and Final Acceptance as described in Task 160 as follows:

1. Before ANNUAL CONSULTANT issues a Certificate of Substantial Completion, submit to Contractor a list of inspected items requiring completion or correction in accordance with the requirements of the construction documents.

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

## **SECTION 500 - SPECIAL SERVICES**

### **Task 510 SRP Coordination**

The ANNUAL CONSULTANT shall continue coordination with the Salt River Project personnel during the construction of the Price Road utility relocation. This may include attending meetings with SRP, their designers, the City, and the Contractor. The SRP design of below ground duct bank is currently on going and coordination will continue so the underground duct bank design is complete and coordinated with the City's utilities.

### **Task 520 Materials Testing Allowance**

Materials Testing Allowance to be used for the purposes of conducting independent testing apart from Contractor's materials testing necessary per Contract Drawings. It is anticipated that this testing would be minimal and used as necessary for this purpose.

### **Task 530 Public Outreach Assistance Allowance**

The ANNUAL CONSULTANT shall retain a public outreach firm (MakPro Services) to assist the City during the construction work on Willis Road. The public outreach firm will closely work with the City, the Contractor and the ANNUAL CONSULTANT to reach out and communicate with the businesses that are impacted by the construction work and will facilitate conveyance of information (such as schedule of construction work, durations, roadway and/or driveway closures) and obtain feedback to address issues related to construction.

### **Task 540 Design Modification Allowance**

Design Modification Allowance to be used for the purposes of completing design modifications for the Price Road or Willis Road alignments based on comments received by the Salt River Project and any comments that will need to be addressed to obtain any additional approvals from the County and or the City Building Department as a result. It is anticipated that the design modifications will be issued either as design changes prior to the start of or during construction depending upon the comments that will need to be addressed from SRP and to keep the project on schedule.

### **Task 550 Owners Allowance**

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

## **ASSUMPTIONS, CLARIFICATIONS, AND EXCLUSIONS**

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

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

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

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

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

1. will not authorize any deviation from the Contract Documents or approve any substitute materials or equipment;
2. will not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent, or expedite the work;
3. will not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Construction Documents;
4. will not advise on or issue directions as to safety precautions and programs in connection with the work; and
5. will not authorize CITY to occupy the Project in whole or in part.

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

Inspection and/or coordination of work during SRP duct bank construction is not part of this Contract. The City may include construction observation during SRP duct bank work at a later date as an amendment to this contract.

**EXHIBIT B  
FEE SCHEDULE**

I. LABOR SUMMARY											
TASK No.	TASK DESCRIPTION	Staff Hours						TOTAL HOURS	LABOR COST	Other Subs	TOTAL COST
		Principal	Sr PM /Sr CM	Project Engineer	Lead Const Observer	Senior CADD Tech	Senior Admin				
		\$205	\$ 195	\$ 145	\$ 135	\$ 100	\$ 85				
<b>SECTION 100 - PROJECT ADMINISTRATION SERVICES DURING CONSTRUCTION</b>											
210	Representation on Behalf of CITY	16	48	16	40			120	\$ 20,360		\$ 20,360
220	Administer the Construction Schedule		32	8	16			56	\$ 9,580		\$ 9,580
215	Project Controls Report	8	40	48	16	8	4	124	\$ 19,700		\$ 19,700
230	Perform Site Visits	12	64	80				156	\$ 26,540		\$ 26,540
240	Review Shop Drawings & Test Results	12	24	178	8	4	48	274	\$ 38,510	\$ -	\$ 38,510
250	Issue Interpretations & Clarifications	8	20	136		8	16	188	\$ 27,420	\$ -	\$ 27,420
260	Certify Progress Payments		16	0	40			56	\$ 8,520		\$ 8,520
270	Substantial Comp & Final Acceptance Inspection		8	8	16			32	\$ 4,880		\$ 4,880
	<b>SUBTOTAL - PROJECT ADMINISTRATION</b>	<b>56</b>	<b>252</b>	<b>474</b>	<b>136</b>	<b>20</b>	<b>68</b>	<b>1006</b>	<b>\$ 155,490</b>	<b>\$ -</b>	<b>\$ 155,490</b>
<b>SECTION 300 - ENGINEERING SERVICES DURING CONSTRUCTION</b>											
310	Changes	4	24	92	16	20	16	172	\$ 24,360		\$ 24,360
320	Material Testing			16	16			32	\$ 4,480	\$ -	\$ 4,480
330	Record Drawings		8	32		100	8	148	\$ 16,880	\$ -	\$ 16,880
	<b>SUBTOTAL - PROJECT ADMINISTRATION</b>	<b>4</b>	<b>32</b>	<b>140</b>	<b>32</b>	<b>120</b>	<b>24</b>	<b>352</b>	<b>\$ 45,720</b>	<b>\$ -</b>	<b>\$ 45,720</b>
<b>SECTION 400 - FIELD INSPECTION SERVICES DURING CONSTRUCTION</b>											
410	Filed Administration				64		60	124	\$ 13,740		\$ 13,740
420	Inspection and rejection of work	16	140	40	748		16	960	\$ 138,720	\$ -	\$ 138,720
430	Completion		8		64		16	88	\$ 11,580		\$ 11,580
	<b>SUB TOTAL - RESIDENT ENGINEERING</b>	<b>16</b>	<b>148</b>	<b>40</b>	<b>876</b>	<b>0</b>	<b>92</b>	<b>1172</b>	<b>\$ 164,020</b>	<b>\$ -</b>	<b>\$ 164,020</b>
<b>SECTION 500 - SPECIAL SERVICES</b>											
510	SRP Coordination	16	80	120	40		12	268	\$ 42,700	\$ -	\$ 42,700
520	Materials Testing Allowance									\$ 12,500	\$ 12,500
530	Public Outreach Assistance Allowance		4	16				20	\$ 3,100	\$ 20,000	\$ 23,100
540	Design Modification Allowance	16	128	340		80	40	604	\$ 88,940		\$ 88,940
550	Owner's Allowance									\$ 50,000	\$ 50,000
	Reimbursable Costs								\$ 500	\$ -	\$ 500
	<b>SUBTOTAL - SPECIAL SERVICES</b>	<b>32</b>	<b>212</b>	<b>476</b>	<b>40</b>	<b>80</b>	<b>52</b>	<b>892</b>	<b>\$ 135,240</b>	<b>\$ 82,500</b>	<b>\$ 217,740</b>
	<b>TOTAL - LABOR SUMMARY</b>	<b>108</b>	<b>644</b>	<b>1130</b>	<b>1084</b>	<b>220</b>	<b>236</b>	<b>3422</b>	<b>\$ 500,470</b>	<b>\$ 82,500</b>	<b>\$ 582,970</b>