CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

CC: 5C
Amend No. _____

Date Prepared: May 11, 2009 **Council Meeting Date:** June 2, 2009

TO: Carl Swenson, City Manager

FROM: Stephen L. Bontrager, Utilities Director

THROUGH: Shawn V. Kreuzwiesner, Utilities Engineering Manager

PREPARED BY: Leisa Burdine, Civil Engineer

SUBJECT: Northern and 95th Avenues Trunk Sewer Repairs Section B

RECOMMENDATION:

Discussion and possible action to approve the following items:

(a) *Award an individual Job Order Contract under existing Job Order Contract* ACON46108 with Quest Civil Constructors for a Guaranteed Maximum Price (GMP) of $1,406,844 for sewer line and manhole repairs on Northern Avenue, between 83rd and 91st Avenues, Capital Improvement Project UT00293, Northern and 95th Avenues Trunk Sewer Repairs Section B.

(b) Award a direct select contract to Project Engineering Consultants Ltd for an amount not to exceed $67,832 to provide engineering services during construction repairs of the Northern and 95th Avenues Trunk Sewer Repairs Section B, Capital Improvement Project UT00293.

(c) Authorize a budget transfer *in the amount of $1,694,696 for Northern and 95th* Avenues Trunk Sewer Repairs Section B, Capital Improvement Project UT00293:

   a. from the Water Resource contingency account (2169-2229-570000) to the WIFA Bond fund capital account (2456-2576-account lines provided in the Fiscal Summary) in the amount of $1,678,016 of which $148,340 is additional owner's project contingency.

   b. from the Water Resource contingency account (2169-2229-570000) to the Wastewater Operating capital account (2400-2550-525515) in the amount of $16,680.

SUMMARY:

The City of Peoria has completed an evaluation of four (4) miles of trunk sewer lines on Northern Avenue (99th to 83rd Avenue) and 95th Avenue (Northern to Peoria Avenue). The evaluation and repair design for the project totaled $274,360 and was funded by Capital Improvement Project UT00167, Northern Avenue and 95th Avenue Sewer Lines.

CITY CLERK USE ONLY:

- o **Consent Agenda**
- o **Carry Over to Date:**_____
- o **Approved**
- o **Unfinished Business (Date heard previous:**_____**)**
- o **New Business**

ORD. #_____ **RES. #**
LCON# 04609 **LIC. #**
Action Date:
ACON46108P3

Due to the severe deterioration of the Northern Avenue sewer, the City has made two emergency repairs over the past 2.5 years. The first repair was made at the intersection of 99th and Northern Avenues in the fall of 2006. The most recent repair was completed in February 2009, after the pipe had collapsed at the intersection of 91st and Northern Avenues.

The initial evaluation scope is being divided into three separate construction projects. This will allow the City to prioritize the repairs based on the severity of the deterioration identified. Also, a new construction services contract will be awarded to Project Engineering Consultants Ltd. (PEC) to ensure proper accounting of the ARRA funding Capital Improvement Project UT00293 (Section B) will repair approximately 5,200 feet of 24-inch sewer line and seventeen (17) manholes on Northern Avenue between 83rd and 91st Avenues. The repairs will consist of installing a cured-in-place-pipe (CIPP) liner and will require installing bypass pumps to divert all of the sewer flows in the line while the repairs are being made.

It is anticipated that on May 27, 2009, the Water Infrastructure Finance Authority (WIFA) Board will approve an American Recovery and Reinvestment Act (ARRA) loan to the City of Peoria in the amount of $1,678,016 for this project. The loan will be for a 20-year term with an interest rate of 2 percent. On May 5, 2009, Mayor and Council approved Resolution 09-49 to authorize the use of WIFA ARRA funding for this project.

In addition to $1,406,844 for the construction contract with Quest and the $67,832 for the engineering services contract with PEC, the project budget will fund legal fees associated with administering the WIFA loan, inspection costs, public information services and ARRA administration fees. Along with these items, staff is requesting authorization to include an owner's contingency of $148,340 in the project. The authorization will allow staff to address unforeseen project issues promptly to ensure that the project scope is completed with the least disruption to local residents and businesses. A summary of the project budget and schedule budget are listed below.

Legal/Debt Authorization	$10,000		$10,000
Construction/Installation/Improvement	$1,406,844		$1,406,844
Inspection & Construction Management	$87,832		$87,832
Owner's Project Contingency	$148,340		$148,340
Administration (ARRA compliance)	$25,000		$25,000
Other (Arts)		$16,680	$16,680
Total by Source	**$1,678,016**	**$16,680**	
			$1,694,696

Construction Commencement *(Issue Notice To Proceed)*	6/17/2009
Traffic Restrictions	June through September 2009
Project Completion	January of 2010

FISCAL NOTE:

Staff is requesting that $1,694,696 is moved from the FY2010 Capital Improvement Plan to the current FY2009 in order to complete these repairs. The following is a listing for the project transfers. Payment in the amount of $1,406,844 for the Quest Civil Constructors contract will be made from WIFA Bond Fund, 2456-2576-543003-CIPWW-UT00293, Northern and 95th Avenues Trunk Sewer Repairs Section B. Also, payment in the amount of $67,832 for the Project Engineering Consultants Ltd contract will be made from WIFA Bond Fund, 2456-2576-543003-CIPWW-UT00293, Northern and 95th Avenues Trunk Sewer Repairs Section B.

Construction/Installation/Improvement/ Inspection & Construction Management/ ARRA compliance/ Owner's Project Contingency	2169-2229-570000	2456-2576-543003	$1,668,016
Legal/Debt Authorization	2169-2229-570000	2456-2576-540000	$10,000
Arts	2169-2229-570000	2400-2550-525515	$16,680
			$1,694,696

ATTACHMENTS:

1. Project Map
2. Guaranteed Maximum Price from Quest Civil Constructors
3. Project Engineering Consultants Proposal

City of Peoria, Arizona
Individual Job Order Contract

Statement of Qualifications No:P08-0050A-P3	Project Number: 11100293
Job Description: Trunk Sewer Repairs Section B	Project Name Trunk Sewer Repairs Section B

***Scope of work and contract amount as per the attached Proposal dated April 27, 2009 (4 pages)**

Location: City of Peoria, Materials Management — Contact: Athena Bonner

Mailing Address: 8314 W. Cinnabar St., Peoria, AZ 85345 — Phone: (623) 773-7118

OFFER

Contractor's License Number ROC159087A ROC 201530KB-01, ROC 179704 B-04

[redacted]

Quest Civil Constructors	
Job Order Contractor Name	Authorized Signature for Offer
1903 W. Parkside Lane, Suite 100	Howard Birch
Address	Printed Name
Phoenix AZ 85027	President
City State Zip Code	Title
(623) 581-9700	(623) 581-9710
Telephone	Facsimile

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the construction services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., of the contract and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed Notice to Proceed and Purchase Order.

Attested by

Mary Jo Kief, City Clerk

City of Peoria, Arizona

Eff Date

Approved as to form

Stephen M. Kemp, City Attorney

5C - 6/2/2009

CC

ACON46108-P3

Contract Number

Awarded on

City Seal — Official File — Carl Swenson, City Manager

City of Peoria, Arizona
Notice of Request for Proposal

Request for Proposal No	**P09-0086**	Proposal Due Date	**NA**
Materials and/or Services:	**Trunk Sewer Repair Section B Construction and Post Construction Management Services (Direct Select)**	Proposal Time	5 00 P.M AZ Time
		Contact	**Athena Bonner, CPPB**
Project No:	Location City of Peoria, Materials Management Mailing Address: 8314 West Cinnabar Avenue, Peoria, AZ 85345	Phone	(623) 773-7115

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above Late proposals will not be considered, except as provided in the City of Peoria Procurement Code ***Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.*** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the ***entire*** Request for Proposal Package

OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:

Name: _____ Telephone. 602-906-1901 Fax: 602-906-3080

Project Engineering Consultants, Ltd.
Company Name

[redacted]
Authorized Signature for Offer

2310 W. Mission Lane, Ste. 4
Address

STEVEN L. MORTENSEN
Printed Name

Phoenix, AZ 85021
City State Zip Code

C.E.O.
Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal, 3.) This written acceptance and contract award

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by:

Mary Jo Kief, City Clerk

cc: 5C-6/2/2009

Contract Number:

LCON04609

City Seal

Official File: _____

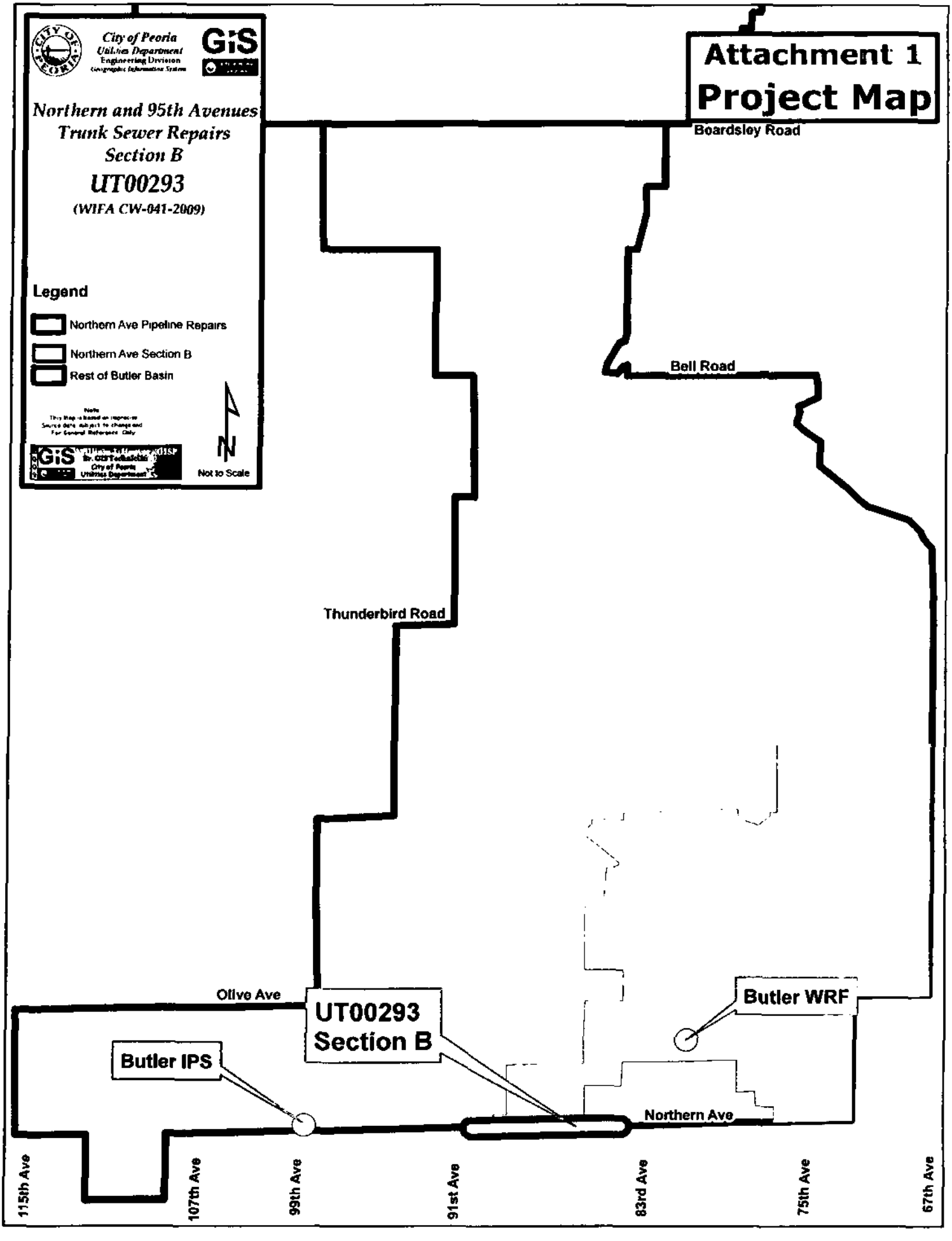
City of Peoria, Arizona. Effective Date: _____

Approved as to form:

Stephen M. Kemp, City Attorney

Contract Awarded Date _____

Carl Swenson, City Manager


City of Peoria
Utilities Department
Engineering Division
Geographic Information System
GIS
Northern and 95th Avenues
Trunk Sewer Repairs
Section B
UT00293
(WIFA CW-041-2009)
Legend
Northern Ave Pipeline Repairs
Northern Ave Section B
Rest of Butler Basin
Not to Scale
Attachment 1
Project Map
Boardsley Road
Bell Road
Thunderbird Road
Olive Ave
UT00293
Section B
Butler WRF
Butler IPS
Northern Ave
115th Ave
107th Ave
99th Ave
91st Ave
83rd Ave
75th Ave
67th Ave

ATTACHMENT 2

QUEST VENTURES

CIVIL CONSTRUCTORS
FABRICATORS
CONSTRUCTION MANAGERS

April 27, 2009

Ms. Leisa Burdine
Project Manager
City of Peoria Utilities Department
8401 West Monroe Street
Phoenix, AZ 85345

RE: Northern Ave. 91st to 83th Sewer Rehab Section B Project No. UT00293
Guaranteed Maximum Price Proposal (GMP)

Dear Ms. Burdine:

In accordance with Job Order Contract No. P080050B Quest Civil Constructors, Inc. (Quest) proposes to construct the Northern Ave. 91st to 83rd 24" Sewer Rehabilitation Project Section B for the Guaranteed Maximum Price of **$1,406,844.00.** The proposal amount is based on the attached documents, including Exhibit A – GMP Scope Proposal Form, Exhibit B – Cost of Work Breakdown, Exhibit – C Plans, and Exhibit D Specifications. The documents are to become an integral part of the job order agreement. Davis Bacon wage requirements and Buy American requirements have been acknowledged and met however there is no cost difference for meeting this requirement.

The duration of construction required to complete the project is seventy five (75) Calendar Days from an agreed upon Notice to Proceed Date. The duration does not account for any time required by the Engineer for Procurement of the Maricopa County Approval of Construction.

Based on our understanding of the scope of work the following will be provided by The City of Peoria:

- Engineering Services During Construction
- Record Drawings
- Construction and As-Constructed Survey
- Material Testing
- Public Information and Coordination
- All permits except Maricopa County Dust Control Permit
- Application for Maricopa County Approval of Construction

We appreciate the opportunity to complete this project. Our proposal is valid for sixty (60) days.

Sincerely,

QUEST CIVIL CONSTRUCTORS, INC.

[redacted]

Nick Mason

Enclosed

Exhibit A – Preliminary G.M.P Proposal

Job Order Proposal No. 04 **Project No. UT00293**
Contract No. P080050B **Proposal Date: 4/27/09**
Job: Sewer Rehabilitation Project Northern Ave. 91st to 83th Ave. – Section B

SCOPE OF THE WORK

Description: City of Peoria Project No. UT00293 Section B – Sewer Rehabilitation Project Northern Avenue 91st to 83th Ave. Sta. 100+87 to Sta. 152+08. Plans and Specifications Prepared by Project Engineering Consultants.

- 1 LS General Conditions
- 1 LS Pumped Sewer Diversion
- 5,121 LF CIPP in 24" RCP Sewer
- 1 LS Traffic Control
- 1 LS Allowance – Rehabilitation of 17 Ea. Manholes
- 1 LS Construction Contingency

PROJECT DOCUMENTS

City of Peoria Infrastructure Guide
City of Peoria Standard Details
MAG Standard Specifications
MAG Standard Details
Plans and Specifications for the Project

ASSUMPTIONS, CLARIFICATIONS, & EXCLUSIONS

1. Permits or fees – Proposal excludes the cost of all permits fees except the Maricopa County Dust Control Permit.
2. Inspection Costs – Proposal excludes any costs for inspections.
3. Manhole rehabilitation costs are not included in this proposal.
4. Construction Contingency – Quest Civil Constructors reserves the right to utilize Construction Contingency funds for possible unforeseen scope changes such as pavement striping replacement, traffic loop replacement, odor control, sewer spot repairs, fees associated with other agency permits, survey monument replacement, registered engineer stamped bypass system, and material price escalations occurring between the proposal date and the actual NTP date. If the Construction Contingency is used during the project, Quest reserves the right to Mark Up the work in accordance with our Job Order Contract.
5. Material Testing – Proposal excludes any and all costs associated with material testing of any kind.
6. Work Hour Restrictions – Due to the bypass pumping required working hours will be typically from 6:00 AM to 5:00 PM Monday through Friday. Weekend work will be done for the working in the intersection of 83rd Ave. and Northern.
7. Traffic Control – Traffic Control Costs are for a 24 hour set up throughout the duration of the project. One lane of traffic will be maintained in each direction throughout construction.

8. Project Notification Boards – Four Variable Message Boards and or project signs will be installed for the duration of the project.
9. *Other Costs – Other costs listed in our price breakdown* include costs for: cell phone, photos, construction water, disposal fees, site facilities, equipment mobilization, storage yard, temporary fence, potable drinking water and safety supplies.
10. Engineering Services – No costs are included for Construction Engineering Services or Engineered drawings.
11. *Material and equipment staging will be on the R.O.W. - The shoulder of the road on* the south side of Northern Avenue will be used for equipment staging and bypass pipe routing. Coordination effort will be performed to obtain Glendale and Maricopa County authorization; however no costs are included in the proposal for fees associated with staging the equipment in Maricopa County or Glendale ROW.
12. Asphalt Thickness – Asphalt replacement costs are based on replacement of 6" of asphalt.
13. Micro-Seal or Slurry Seal – The proposal excludes any costs for application of a micro seal or slurry seal over the trench patch.
14. The CIPP installation is based on the attached scope from the CIPP Subcontractor.
15. Manhole Rehabilitation – An allowance has been included for manhole rehabilitation.
16. Utility Adjustments – The proposal does not include costs to adjust manhole frame and covers.
17. Proposal includes Davis Bacon Wage requirements and Buy American. No additional costs are associated with this requirement.

Schedule

Work will begin within fifteen (15) calendar days of a mutually agreed upon Notice to Proceed Date. Work will be completed in seventy five (75) calendar days of Notice to Proceed. Proposal is valid for sixty days from the proposal date listed above.

Allowances

1. **Construction Contingency - $75,000 Total**
    a. Pavement Re-Striping
    b. Odor Control
    c. Traffic Loop Replacement
    d. Sewer line Spot Repairs
    e. Survey Monument Replacement
    f. Permit Fees for Other Agencies
    g. Material Escalation
2. **Manhole Rehabilitation 17 EA - $150,000 Total**

Quest Civil Constructors
Job Order Pricing Form

DESCRIPTION	Sewer Rehabilitation Project: Northern Ave. 91st to 83th Ave. Project No. UT00293 Section B			
	Direct Costs	G&A	PROFIT (FEE)	Total Cost
Materials	$ 700	$ 107	$ 21	$ 828
Labor	$ 72,755	$ 11,132	$ 3,638	$ 87,524
Equipment	$ 188,305	$ 28,811	$ 9,415	$ 226,531
Other Costs	$ 21,300	$ 3,259	$ 426	$ 24,985
Subcontractor Cost	$ 622,954	$ 95,312	$ 12,459	$ 730,725
Engineer Services	$ -	$ -	$ -	$ -
Subtotal	**$ 906,014**	**$ 138,620**	**$ 25,959**	**$ 1,070,593**
Payment/Performance Bonds	$ 12,745			$ 12,745
Insurance	$ 17,380			$ 17,380
Permits	$ -	$ -		$ -
Total Cost (Pre-Tax)				**$ 1,100,718**
Taxes	$ 57,953			$ 57,953
Total with Taxes				**$ 1,158,671**
Contractor Construction Contingency				**$ 75,000**
Manhole Rehabilitation Allowance				**$ 150,000**
Owner Contingency				**$ 23,173**
Total Job Order Amount				**$ 1,406,844**

EXHIBIT A
SCOPE OF WORK

CITY OF PEORIA, UTILITIES DEPARTMENT

SEWER LINE REHABILITATION
NORTHERN AVENUE: 83RD AVENUE TO 91ST AVENUE

CITY OF PEORIA PROJECT NO. UT00293, SECTION B

The City of Peoria, Utilities Department (City) has requested that Project Engineering Consultants, Ltd. (Consultant) prepare this scope of work for the bidding and construction phase services for the 24-inch sewer line in Northern Avenue from 83rd *Avenue to 91st Avenue. The scope of work* for this project includes provide bidding phase services, provide construction management and inspection services for the priority pipeline rehabilitation projects and provide post construction services. The pipelines are all 24-inch and consist of unlined reinforced concrete pipe.

TASK 3 – BIDDING PHASE SERVICES

3.01 The Consultant will provide assistance during the bidding phase including responding to questions raised by potential bidders during the bidding period as requested by the City. These questions will be routed through one responsible individual to assure consistency in responses. Decisions on issuing addenda will be conducted with the City of Peoria staff. The Consultant will prepare bid addenda as required during the bid period to respond to bidders' questions. Addenda will be prepared only as requested by the City.

The Consultant will prepare a pre-bid meeting agenda, attend a pre-bid meeting *and respond to questions raised by potential* bidders during that meeting. The Consultant will prepare and distribute pre-bid meeting minutes to those in attendance.

The Consultant will prepare a pre-construction conference meeting agenda, attend pre-construction conference, identify field services to be provided by the consultant and set the appropriate coordination procedures. Prepare and distribute the pre-construction conference meeting minutes.

Assist with review of bids and make recommendations to the City for award of contract.

Deliverables
Deliverables for this task will include one set of documents detailing all assistance given to the City in answering Contractor bid questions during Task 3; one set of addenda prepared by the Consultant on behalf of the City and one set of documents detailing all assistance given to the City in evaluating bids and making a recommendation for award.

TASK 4 – CONSTRUCTION PHASE SERVICES

4.01 A Resident Project Representative (RPR) will be furnished and will observe performance of the work of the Contractor. The RPR furnished by the Consultant will be a registered Professional Engineer as recognized by the State of Arizona and will have experience in sewer line and trenchless construction. The RPR shall maintain a presence at the project site *approximately 20 percent of the time.* The RPR's dealings in matters pertaining to the on-site work shall in general be only with the inspector, the Consultant and the Contractor, and dealings with subcontractors shall only be through or with the full knowledge of the Contractor.

An inspector will be furnished by the Consultant to maintain a full time presence at the project site. Through on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and Inspector, the Consultant will endeavor to provide protection for the City against *defects and deficiencies in the work of the Contractor*; but the furnishing of such resident project representation will not make the Consultant responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for the Contractor's failure to perform their work in accordance with the contract documents. Both the inspector and the RPR will maintain a presence at the project site with sufficient frequency to be knowledgeable about the progress and quality of the work to:

1) Conduct on-site inspections of the work in progress to assist in determining if *the work is proceeding* in accordance with the construction documents and that completed work conforms to the construction documents.

2) Identify whenever it is believed that any 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 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 adequate records thereof; observe, record and report appropriate details relative to the test procedures and start-ups.

4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project.

4.02 The Consultant will receive and transmit clarifications and interpretations of the construction documents. The Resident Project Representative will notify the City's representative of the Consultant's decision prior to issuance to the Contractor.

4.03 The Consultant will receive, review, evaluate, and distribute (or take other appropriate action in respect of) shop drawings, samples, test results, and other

data which Contractor is required to submit. The Consultant's review shall 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(s), or to safety precautions and programs associated thereto. The Consultant will receive and review (for general contents as required by the construction documents) maintenance and operating schedules and instructions, operation and maintenance manuals, guarantees, and certificates of inspection which are to be assembled by Contractor(s) in accordance with the construction documents.

The Consultant will 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 Consultant will promptly and in accordance with Project schedule requirements, review and approve, reject or take other appropriate action on the Contractor's request for substitutions. The Consultant will not approve any proposed substitution unless such substitution conforms to the project design concept and the construction contract documents including the contract price.

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 will require two (2) reviews.

4.04 The Consultant will conduct weekly construction progress meetings, prepare meeting agendas and prepare and distribute meeting minutes.

4.05 The Consultant will review the progress schedule, schedule of shop drawing submissions and schedule of values prepared by Contractor, and consult with Consultant concerning their acceptability.

The Consultant will review and critique the Contractor's progress schedule in accordance with the construction documents. The Consultant will examine the work sequence, durations, interim milestones, and other appropriate scheduling features in accordance with the requirements of the construction documents. The Consultant will prepare a summary of the review comments and will meet and discuss the schedule comments with the Contractor and the City's representative.

The Consultant will review the Contractor's progress schedule updates to the construction schedule in accordance with the construction documents. The Consultant will perform a review of progress accomplished during the period and compare to planned schedule and discuss significant discrepancies with the Contractor. The Consultant and Contractor will establish, based on the data, the percent of project completion. Consultant will meet with Contractor on monthly basis to review and update the schedule data. Based upon the schedule update, the Consultant will recommend processing progress payments.

4.06 The Consultant will promptly consult with and advise the City concerning, and shall administer and manage, all change order requests and change orders. The

Consultant will prepare, when requested by the City, required drawings, specifications and other supporting data regarding change order requests and change orders.

The Consultant will prepare and submit change order requests explaining the merits for the change and a recommendation for the City's approval and acceptance. The Consultant will negotiate an agreement with the Contractor as to scope of work and cost, time or both associated with the change in work. The change order shall include a written justification for the cost of the work.

The Consultant will administer and manage change order requests and change orders on behalf of the City. Change orders shall be prepared on a standard form provided by the City. Should a change order request be accepted by the City in the absence of an agreement with the Contractor as to cost, time, or both, the Consultant will receive and maintain all documentation pertaining to the change order request required of the Contractor; examine such documentation on the City's behalf; take such other action as may be reasonably necessary or as the City may request; and make a recommendation to the City concerning any appropriate adjustment in the construction cost and/or time and prepare a change order for Contractor's acceptance and City approval.

4.07 The Consultant will maintain and provide detailed project records and documentation during the construction phase including correspondence, schedules, submittals, test data, project data, payments, change orders, meeting minutes, clarifications, mark-ups of drawings and specifications, control system documentation and other such documentation. Project records will be delivered to the City's representative upon completion of the construction contract.

The Consultant will maintain at the job site 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 construction contract, Consultant's clarifications and interpretations of the construction documents, progress reports, and other project related documents.

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, observations in general and specific observations in detail as to observing test procedures.

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. The photographs will be labeled as to the subject, and date of the photo and the photos will be kept in files which have been formatted to represent the specific construction area of the Project.

4.08 Each month, the Consultant will furnish to the City the project progress meeting minutes describing the progress of the work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.

4.09 Following notice from the Contractor, The Consultant will 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 Consultant considers the work substantially complete, the Consultant will 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. If the work is not substantially complete, the process shall be repeated until the work is substantially complete. Definition of substantially complete as it relates to this project will be determined during the development of the bid documents.

The Consultant will, upon completion of the punch list items as notified by the Contractor, make final inspection to determine if the finished work has been completed to the standard required by the construction documents, determine whether required inspections and approvals for permit compliance have been satisfactorily completed, and Contractor has fulfilled the obligations so that 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 any conditions therein expressed and in consultation with the City whether the work is finally complete.

4.10 The Consultant will coordinate for the materials testing of the project and will be the primary communication between subconsultant and Contractor.

4.11 The Consultant will review, prepare comments, and reach agreement with the Contractor on the progress represented in the Contractor's schedule of values. The monthly schedule update, schedule of values, in combination with the Consultant's field observations, and the progress schedule shall be used by the Consultant to determine the appropriateness of the Contractor's request for payment.

The Consultant will on review of applications for payment and the accompanying data and schedules, determine the amounts owed to Contractor and recommend in writing, payments to Contractor in such amounts. Recommendations of payment will constitute a representation to City, based on such observations and review, that: the work has progressed to the point indicated; to the best of Consultant's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents; and payment of the amount recommended is due and owing to the Contractor.

For unit price work, the Consultant's recommendations for payment will constitute a determination of completed quantities of such work.

TASK 5 – POST CONSTRUCTION PHASE SERVICES

5.01 The Consultant will prepare a project closeout binder that includes all of the project construction-related paperwork from beginning of construction to completion of construction.

5.02 The Consultant will prepare a set of record drawings showing those changes made during construction and sealed by the engineer of record. Record drawing information shall be based on marked-up prints, drawings, and other data furnished by Contractor(s) to Consultant which Consultant will review for accuracy and completeness. The Consultant's Resident Project Representative will review and coordinate the record drawings. The record drawings shall be available to the City within thirty (30) days of receipt of all data in its entirety from the Contractor.

5.03 Warranty Inspections - Services after completion of the construction phase, such as inspections upon request during the 12-month guarantee period, reporting observed discrepancies under guarantees in the construction contract documents, and provide assistance for resolution of defects to be corrected under warranty. The City shall provide CCTV video of all project pipes installed in this project for the Consultant's review to insure the Contractor's conformance to the project goals and objectives.

Deliverables

One (1) set of reproducible record drawings on mylar and five (5) full size black line copies to submit to the City. Record drawing information will be added manually to existing mylars for the project by the Consultant as the record set. The record drawings shall be conformed to reflect shop drawing review, substitutions, clarifications and change order information.

One (1) set of electronic files representing record drawing information copied on two (2) compact disks. This set of record drawings shall be developed in electronic format using AutoCAD 2000. *(Note: The record drawing electronic files will be used as facility drawings by the City. The sealed set of record drawings defined in Task 2.09 shall represent the official record drawing set for the Project.)*

Deliverables for this task will include one set of documents detailing all assistance given to the City in answering Contractor bid questions during Task 3; one set of addenda prepared by the Consultant on behalf of the City and one set of documents detailing all assistance given to the City in evaluating bids and making a recommendation for award.

EXHIBIT B
ALLOWANCES & ADDITIONAL SERVICES

Material Testing

The Consultant will provide material testing service for tests as required to be performed by the City in the construction contract documents. All such work will be completed by Ninyo & Moore in accordance with *the City of Peoria* materials testing requirements as provided by the City. This work will be applicable for both the dig-and-replace scenario and the trenchless technologies.

Inspection and testing shall be coordinated with the construction schedule. Testing and inspection services shall include: perform observation during placement and testing of bedding and backfill material and structural fill for compliance with specifications; perform a minimum of one test per lift for every 500 linear feet of fill placed; conduct particle size, liquid limit, plastic limit, plasticity index and maximum density of each soil type; perform sampling and testing during placement of pavement section material consisting of subgrade, aggregate base material and asphalt materials; conduct associated laboratory testing of pavement section related materials; perform observation and testing services during on-site grading activities for utility trench backfill, parking lot subgrade and roadway subgrade; project coordination by the project manager, review of test data by a professional engineer and typing and distribution of test results by data processor.

Written reports of all testing results which identify the required data and identify conformance or non-conformance with the Construction Contract Document will be maintained by the Consultant and provided to the City at the completion of the Project. The Consultant will take appropriate action on all such testing and inspection reports, including acceptance, rejection, requiring additional testing or corrective work, or such other action the Consultant deems appropriate. The Consultant will promptly reject Work which does not conform to and comply with testing requirements.

Public Information Support

The Consultant shall assist the City's Public Information Specialist with the Community Relations Program for items that may be required and have not been specifically identified in the Scope of Services. This work will be completed through Inroads Info, Inc. Inroads will insure the public is aware and informed about how a project will impact their day-to-day lives or business. She is able to work ahead of the contractor or *engineer to engage* the customer in dialogue and their concerns before events become a bigger issue.

Extended Services

Extended services during construction made necessary by;

1) work damaged by fire or other cause during construction;

2) a significant amount of defective or neglected work of Contractor(s);

3) prolongation of the contract time of any prime contract;

4) acceleration of the progress schedule involving services beyond normal working hours;

5) default by Contractor(s).

Additional services in connection with the Project, including services normally furnished by the City and services not otherwise provided for in this scope of services.

The City and the Consultant agree that there may be certain additional or extended services required to be performed by the Consultant during the contract period that cannot be defined sufficiently at the time of execution of this contract. Such services shall be authorized in writing in accordance with applicable contract provisions.

CITY OF PEORIA

SEWERLINE REHABILITATION - NORTHERN AVENUE: 83RD AVE TO 91ST AVE

PROJECT NO. UT00293, SECTION B

CONSTRUCTION ADMINISTRATION FEE ESTIMATE

	Date:	5/18/2009
Const Admin Fee		
Task 3	=	$1,108
Task 4	=	$46,363
Task 5	=	$2,861
Subtotal	=	$50,332
Allowances		
Material Testing (Ninyo & Moore)	=	$4,000
Public Information Support (Inroads, Inc.)	=	$5,000
Extended Services	=	$8,500
Subtotal	=	$17,500
NOT TO EXCEED FEE	=	**$67,832**

CITY OF PEORIA

SEWERLINE REHABILITATION - NORTHERN AVENUE: 83RD AVE TO 91ST AVE

PROJECT NO. UT00293, SECTION B

CONSTRUCTION PHASE SERVICES

5/18/2009

TASK NO.	TASK	Principal (QA/QC) $55.00 /HR		Project Manager $46.00 /HR		Project Engineer $34.00 /HR		Design Engineer $30.00 /HR		CADD/GIS Technician $27.50 /HR		Resident Project Representative $39.50 /HR		Field Inspector $29.00 /HR		Survey Manager $39.00 /HR		Survey Crew $52.25 /HR		Total Direct Labor Fees	
		HRS	AMT	HRS	AMT	HRS	AMT	HRS	AMT	HRS	AMT	HRS	AMT	HRS	AMT	HRS	AMT	HRS	AMT	HRS	AMT
3	**BIDDING PHASE SERVICES**																				
3.01	Answer Contractor Questions & Prepare Bid Addenda		$0	2	$92	2	$68		$0	8	$220		$0		$0		$0		$0	12	$380
	Subtotal Task 3	0	$0	2	$92	2	$68	0	$0	8	$220	0	$0	0	$0	0	$0	0	$0	12	$380
																		Overhead (165%)			$627
																		Subtotal			$1,007
																		Profit (10%)			$101
																		Total			$1,108
4	**CONSTRUCTION PHASE SERVICES**																				
4.01	On-Site Inspection & Review of Work (8 wks x 40 hrs.wk)		$0	4	$184		$0		$0		$0	64	$2,528	320	$9,280		$0		$0	388	$11,992
4.02	Interpretation of Construction Documents		$0	2	$92	4	$136		$0		$0		$0		$0		$0		$0	6	$228
4.03	Shop Drawings & Test Results		$0	2	$92	6	$204		$0		$0	12	$474		$0		$0		$0	20	[illegible]
4.04	Meetings		$0	8	$368	8	$272		$0		$0	8	$316		$0		$0		$0	24	$956
4.05	Schedules		$0		$0		$0		$0		$0	8	$316		$0		$0		$0	8	$316
4.06	Change Orders		$0	4	$184	8	$272		$0		$0	8	$316		$0		$0		$0	20	[illegible]
4.07	Records		$0		$0		$0		$0		$0	8	$316		$0		$0		$0	8	[illegible]
4.08	Reports		$0		$0		$0		$0		$0	4	$158		$0		$0		$0	4	$158
4.09	Substantial & Final Completion Inspection		$0	2	$92	2	$68		$0		$0	2	$79		$0		$0		$0	6	$239
4.10	Material Testing - Coordinate		$0		$0		$0		$0		$0	2	$79		$0		$0		$0	2	$79
4.11	Certify Contractor Progress Payments		$0		$0		$0		$0		$0	2	$79		$0		$0		$0	2	$79
	Subtotal Task 4	0	$0	22	$1,012	28	$952	0	$0	0	$0	116	$4,661	320	$9,280	0	$0	0	$0	499	[illegible]
																		Overhead (165%)			[illegible]
																		Subtotal			$40,148
																		Profit (10%)			$4,215
																		Total			$46,363
5	**POST CONSTRUCTION PHASE SERVICES**																				
5.01	Closeout Binder		$0		$0		$0		$0		$0	2	$79	2	$58		$0		$0	4	[illegible]
5.02	Record Drawings		$0	2	$92	2	$68		$0	7	$193	2	$79	2	$58		$0		$0	15	$490
5.03	One Year Warranty Inspection		$0	2	$92	2	$68		$0		$0	2	$79	4	$116		$0		$0	10	$355
	Subtotal Task 5	0	$0	4	$184	4	$136	0	$0	7	$193	6	$237	8	$232	0	$0	0	$0	29	$982
																		Overhead (165%)			[illegible]
																		Subtotal			[illegible]
																		Profit (10%)			$250
																		Total			$2,861
	TOTAL	0	$0	28	$1,288	34	$1,156	0	$0	15	$413	124	$4,898	328	$9,512	0	$0	0	$0	529	$50,332