

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

cc: bc
Amend No. _____

Date Prepared: May 11, 2009

Council Meeting Date: June 2, 2009

TO: Carl Swenson, City Manager
FROM: Stephen L. Bontrager, Utilities Director *SB*
THROUGH: Shawn Kreuzwiesner, Utilities Engineering Manager *(K)*
PREPARED BY: Joe Kurrus, Utilities Engineering Supervisor
SUBJECT: Northern and 95th Avenues Trunk Sewer Repairs Section C
RECOMMENDATION:

Discussion and possible action to approve the following items:

- (a) Award an individual Job Order Contract under existing Job Order Contract ACON46008 with Pierson Construction Corporation for a Guaranteed Maximum Price (GMP) of \$1,665,142 for sewer line and manhole repairs on 95th Avenue between Northern and Peoria Avenues, Capital Improvement Project UT00294, Northern and 95th Avenues Trunk Sewer Repairs Section C.
- (b) Award a direct select contract to Project Engineering Consultants Ltd for an amount not to exceed \$50,288 to provide engineering services during construction repairs of the Northern and 95th Avenues Trunk Sewer Repairs Section C, Capital Improvement Project UT00294.
- (c) Authorize a budget transfer in the amount of \$1,851,843 for Northern and 95th Avenues Trunk Sewer Repairs Section C, Capital Improvement Project UT00294:
 - a. from the Proposed Bonds contingency account (4220-4220-570000) to the WIFA Bond fund capital account (2456-2576-account lines provided in the Fiscal Summary) in the amount of \$1,833,607 of which \$63,177 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 \$18,236.

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).

CITY CLERK USE ONLY:

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

ORD. # _____ RES. # _____
LCON# 04109 LIC. # _____
Action Date:
ACON46008 P2

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. 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 (PEC) to ensure proper accounting of the ARRA funding. Capital Improvement Project UT00294 (Section C) will repair approximately 3,800 feet of 36-inch sewer line and ten (10) manholes on 95th Avenue, between Northern and Peoria 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 \$1,833,607 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 \$1,665,142 for the construction contract with Pierson Construction and the \$50,288 for the engineering service contact with PEC, the project budget will fund legal fees associated with administering the WIFA loan, materials testing, public information services and ARRA administration fees. Along with these items, staff is requesting authorization to include an owner's contingency of \$63,177 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 are listed below.

<i>Uses by Budget Item</i>	WIFA Funding	Local Funding	Total By Use
Legal/Debt Authorization	\$10,000		\$10,000
Construction/Installation/Improvement	\$1,665,142		\$1,665,142
Inspection & Construction Management	\$70,288		\$70,288
Owners Project Contingency	\$63,177		\$63,177
Administration (ARRA compliance)	\$25,000		\$25,000
Other (Arts)		\$18,236	\$18,236
Total by Source	\$1,833,607	\$18,236	
Total for Project			\$1,851,843

<i>Task</i>	<i>Date</i>
Construction Commencement (<i>Issue Notice To Proceed</i>)	6/17/2009
Traffic Restrictions	June through September 2009
Project Completion	January of 2010

FISCAL NOTE:

Staff is requesting that \$1,851,843 be 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 \$1,665,142 for the Pierson Construction Corporation contract will be made from WIFA Bond Fund, 2456-2576-543003-CIPWW-UT00294, Northern and 95th Avenues Trunk Sewer Repairs Section C. Also, payment in the amount of \$50,288 for the Project Engineering Consultants Ltd contract will be made from WIFA Bond Fund, 2456-2576-543003-CIPWW-UT00294, Northern and 95th Avenues Trunk Sewer Repairs Section C.

<i>Budget Item</i>	<i>Transfer From Proposed Bond Contingency Account</i>	<i>To WIFA Bond & Wastewater Cash Capital Accounts</i>	<i>Amount</i>
Construction/Installation/Improvement/ Inspection & Construction Management/ ARRA compliance	4220-4220-570000	2456-2576-543003	\$ 1,823,607
Legal/Debt Authorization	4220-4220-570000	2456-2576-540000	\$ 10,000
Arts	4220-4220-570000	2400-2550-525515	\$ 18,236
Total for Project			\$ 1,851,843

ATTACHMENTS:

1. Project Map
2. Guaranteed Maximum Price for Pierson Construction Corp.
3. ProjectEngineering Consultants Proposal



City of Peoria, Arizona

Individual Job Order Contract



Statement of Qualifications No: P08-0050(B)P2
 Project Description: Northern and 95th Avenue
 Trunk Sewer Repairs - Section C

Project Number: U100294
 Project Name: Northern and 95th Avenue Trunk Sewer
 Repairs - Section C

Location: City of Peoria, Materials Management
 Mailing Address: 8314 W. Cinnabar St., Peoria, AZ 85345

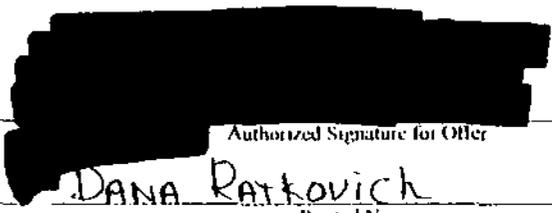
Contact: Athena Bonner, CPPB
 Phone: (623) 773-7115

***Scope of work and contract amount as per the attached Proposal dated April 30, 2009 (4 pages) and Schedule dated 5/6/09 (1 page).**

OFFER

Contractor's License Number: 072232 CLASSA

Pierson Construction Corporation



Job Order Contractor Name

Authorized Signature for Offer

222 S 52nd Street
 Address

DANA RATKOVICH
 Printed Name

Tempe, Arizona 85281
 City State Zip Code

Vice-President
 Title

480.966.4424
 Telephone

480-894-1086
 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

City of Peoria, Arizona
 EB Date

Mary Jo Kief, City Clerk

Approved as to form

6C-6/2/2009
 CC

Stephen M. Kemp, City Attorney

ACON46008 - P2
 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:	P09-0087	Proposal Due Date	NA
Materials and/or Services:	Trunk Sewer Repair Section C	Proposal Time	5 00 P M AZ Time
	Construction and Post Construction	Contact	Athona Bonner, CPPB
	Management Services (Direct Select)		
Project No:	Location: City of Peoria, Materials Management	Phone	(623) 773-7115
	Mailing Address: 8314 West Cinnabar Avenue, Peoria, AZ 85345		

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 602-906-1004 Fax 602-906-3080

Project Engineering Consultants, Ltd.
Company Name

Authorized Signature for Offer

2310 W. Mission Lane, Ste. 4
Address

Steven L. Waltenstein
Printed Name

Phoenix, AZ 85021
City State Zip Code

C.E.C.
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

City of Peoria, Arizona Effective Date: _____

Approved as to form:

cc: BC-10/2/2009

Stephen M. Kemp, City Attorney

Contract Number:

Contract Awarded Date _____

LCON04709

City Seal

Carl Swenson, City Manager

Official File: _____



City of Peoria
 Utilities Department
 Engineering Division
 Geographic Information System



Attachment 1 Project Map

Northern and 95th Avenues
 Trunk Sewer Repairs
 Section C
UT00294
 (WIFA CW-041-2009)

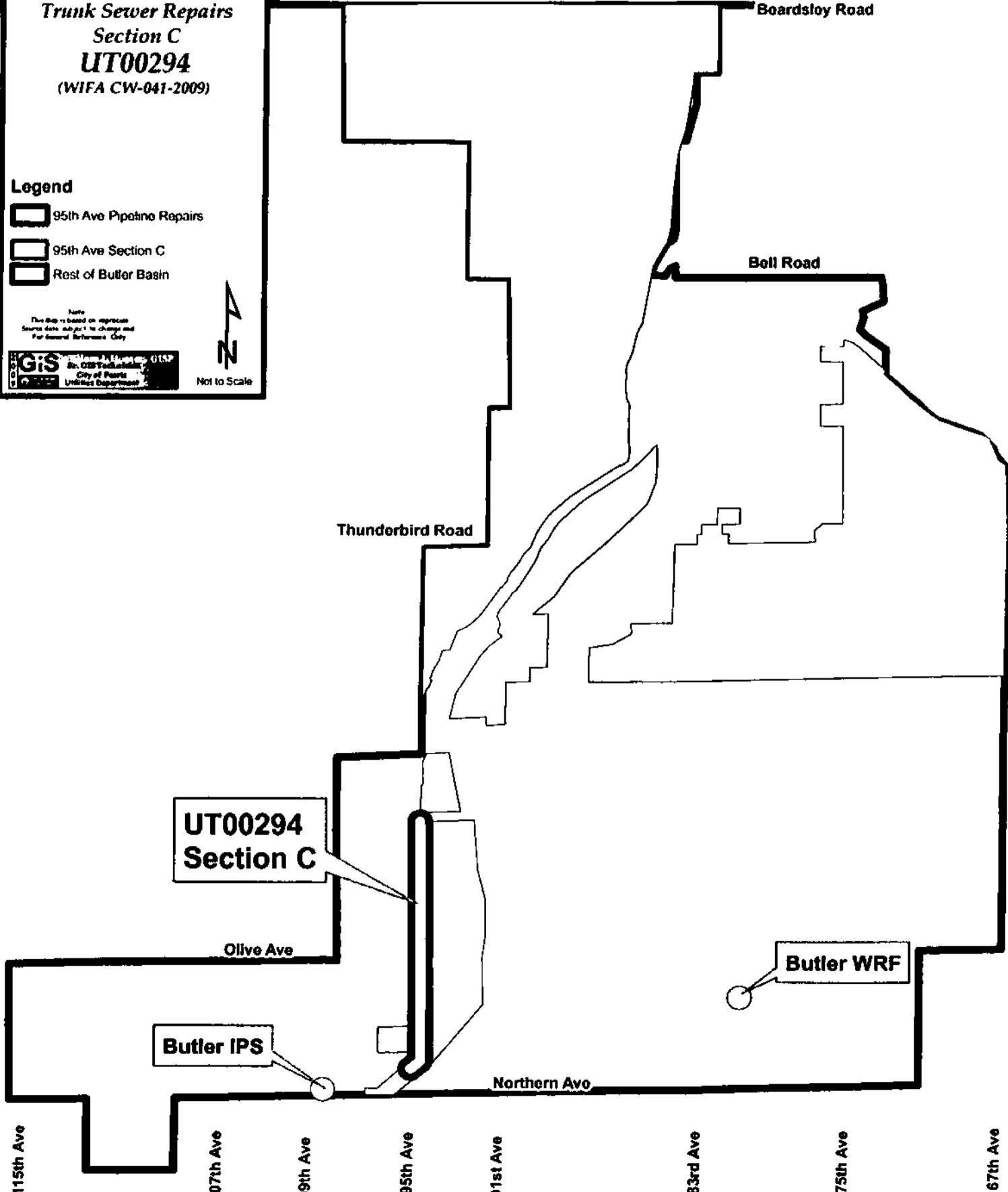
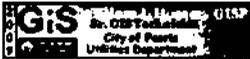
Legend

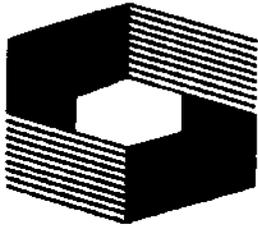
- 95th Ave Pipeline Repairs
- 95th Ave Section C
- Rest of Butler Basin

Note:
 This Map is based on approved
 source data subject to change and
 for General Reference Only



Not to Scale





Pierson Construction Corporation

222 S. 52nd St.
 Tempe, AZ 85281
 From: Dana Ratkovich
 Phone: 480 966 4424
 Fax: 480 894 1086

Quote To: City of Peoria
Attention: Joseph Kurrus, PE
Address: 9875 W Monroe St
City State Zip: Peoria, AZ 85345
Email: Joe.Kurrus@peoriaaz.gov
Phone: 623 773 7753
Fax: 602 773 7291

Job Name: Sewer Rehab UT00294
Owner: City of Peoria Utilities Department
Address: 9875 W Monroe St
City: Peoria
State & Zip: AZ 85345
Date: 4/30/09

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100	TRAFFIC CONTROL 114+00 TO 92+00	1.00	LS	7,500.00	7,500.00
200	ADD MANHOLE FOR PUMPING 114+00	1.00	EA	30,000.00	30,000.00
300	PRE CCTV VIDEO	1.00	LS	3,900.00	3,900.00
400	BYPASS PUMP 114+00 TO 92+00 (LOC MH AT 92+00)	2,200.00	LF	74.00	162,800.00
500	BYPASS PUMP 102+44 TO 92+00 (LATERAL)	1,230.00	LF	10.00	12,300.00
600	ODOR CONTROL BY BYPASS SUB	1.00	LS	1,000.00	1,000.00
700	CLEAN BY CIPP SUB INCLUDE 270' PT REP DEBRIS REMOV	1,414.00	LF	8.00	11,312.00
800	CIPP SUB LINER 109+79-104+81	497.00	LF	145.00	72,065.00
900	CIPP SUB LINER 102+34-97+39	496.00	LF	145.00	71,920.00
1000	CIPP SUB LINER TERMINATIONS (INC NEW MH)	5.00	EA	750.00	3,750.00
1100	POINT REPAIR REMOVE DETACHED LINER CIPP SUB 106+20	1.00	EA	1.00	1.00
1200	REINSTATE SEWER LATERAL 102+34 CIPP SUB	1.00	EA	2,000.00	2,000.00
1300	POST CCTV VIDEO	1.00	LS	2,000.00	2,000.00
1400	SUBTOTAL 114+00 TO 92+00				\$380,548.00
1500	TRAFFIC CONTROL 60+50 TO 36+51	1.00	LS	7,500.00	7,500.00
1600	ADD MANHOLE FOR PUMPING 60+50	1.00	EA	30,000.00	30,000.00
1700	PRE CCTV VIDEO	1.00	LS	5,000.00	5,000.00
1800	BYPASS PUMP 60+50-36+51	2,399.00	LF	71.00	170,329.00
1900	BYPASS PUMP 36+62-36+51 (LATERAL)	20.00	LF	200.00	4,000.00
2000	ODOR CONTROL BY BYPASS SUB	1.00	LS	1,000.00	1,000.00
2100	CLEAN BY CIPP SUB	1,817.00	LF	8.00	14,536.00
2200	CIPP LINER SUB 59+86-55+03	483.00	LF	145.00	70,035.00
2300	CIPP LINER SUB 49+96-36+62	1,334.00	LF	145.00	193,430.00
2400	CIPP SUB LINER TERMINATION (INC NEW MH)	7.00	EA	750.00	5,250.00
2500	REINSTATE SEWER LATERAL 36+62 CIPP SUB	2.00	EA	2,000.00	4,000.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2600	POST CCTV VIDEO	1.00	LS	2,500.00	2,500.00
2700	SUBTOTAL 60+50 TO 36+51				\$507,580.00
2800	TRAFFIC CONTROL 30+50 TO 15+00)	1.00	LS	7,474.68	7,474.68
2900	ADD MANHOLE FOR PUMPING 30+50	1.00	EA	30,000.00	30,000.00
3000	PRE CCTV VIDEO	1.00	LS	2,600.00	2,600.00
3100	BYPASS PUMP 30+50-15+00 (LOC MH AT 15+00)	1,550.00	LF	106.00	164,300.00
3200	BYPASS PUMP 23+23-15+00 (LATERAL)	823.00	LF	15.00	12,345.00
3300	ODOR CONTROL BY BYPASS SUB	1.00	LS	1,000.00	1,000.00
3400	CLEAN BY CIPP SUB	948.00	LF	8.00	7,584.00
3500	CIPP LINER SUB 29+93-END	948.00	LF	145.00	137,460.00
3600	CIPP SUB LINER TERMINATION (INC NEW MH)	7.00	EA	750.00	5,250.00
3700	REINSTATE SEWER LATERAL 25+23 CIPP SUB	1.00	EA	2,000.00	2,000.00
3800	POST CCTV VIDEO	1.00	LS	1,300.00	1,300.00
3900	POINT REPAIR AT MH BY CIPP SUB	1.00	EA	1.00	1.00
4000	SUBTOTAL 30+50 TO 15+00				\$371,314.68
4100	MANHOLE REHAB CLEAN REPAIR & COAT	10.00	EA	10,000.00	100,000.00
4200	MANHOLE REHAB REBUILD BENCH & COAT	1.00	EA	5,500.00	5,500.00
4300	REPLACE ADJUSTING RINGS	3.00	EA	1,500.00	4,500.00
4400	ADJUST FRAME & COVER	1.00	EA	800.00	800.00
4500	REPLACE FRAME & COVER	11.00	EA	1,200.00	13,200.00
4600	SUBTOTAL MANHOLE REHAB				\$124,000.00
4700	BONDS 1%	1.00	LS	14,962.08	14,962.08
4800	INSURANCE 1.5%	1.00	LS	22,443.12	22,443.12
4900	DUST AND ROW PERMITS	1.00	LS	525.00	525.00
5000	TOTAL COST PRE TAX				\$1,421,372.88
5100	TAX 5.265%	1.00	LS	74,835.28	74,835.28
5200	TOTAL W TAXES				\$1,496,208.16
5500	POLICE ALLOWANCE	1.00	LS	10,000.00	10,000.00
5700	ALLOWANCE BURIED BYPASS PIPE	1.00	LS	50,000.00	50,000.00
5900	CONSTRUCTION CONTINGENCY 5%	1.00	LS	77,810.00	77,810.00
6000	OWNERS CONTINGENCY 2%	1.00	LS	31,124.00	31,124.00
6100	ARRA DAVIS BACON / BUY AMERICAN CONFIRMATION				
GRAND TOTAL					\$1,665,142.16

NOTES:

Based on 100% unapproved plans by Project Engineering Consultants dated 4/09 sheets 1-15, Draft Technical Specifications dated 4/8/09 and Pipeline & Manhole Evaluation Draft Report dated 10/14/08 and Flow Data provided by Daniel Kiel City of Peoria - Utilities Department taken March 2007 emailed 4/14/2009

A 50% redundancy has been provided for the bypass pumps but no redundancy for the piping per 02145 Part 2 2.1 B.

Davis Bacon wage desision utilized would be AZ20080010 02/27/2009 AZ10 Heavy.

Above ground bypass pumping only is included. Traffic detours will be required by residents. Any buried bypass pumping would be an alternate item.

As proposed, the first segment bypass pumping would occur above ground continuous from 30+50 to 15+00. We would then clean debris and CIPP line in the sections as called out on the plan.

As proposed, the second segment bypass pumping would occur above ground continuous from 60+50 to 36+51. We would then clean debris and CIPP line in the sections as called out on the plan.

As proposed, the third segment bypass pumping would occur above ground continuous from 114+00 to 92+00. We would then clean debris and CIPP line in the sections as called out on the plan.

Item 5700, an add alternate has been given if any bypass piping is to be buried if traffic control or access is desired or necessary in areas other than defined in item 5800. Laterals, minor intersections or driveways.

Item 5800, an alternate has been given to bury the bypass piping in Peoria, Olive or Butler in lieu of adding the 3 new manholes to pump from. You would deduct \$30,000 for each new manhole not constructed but add \$66,665 for the buried intersection crossing.

Point Repair based on lining over existing T-Lock, as is a typical practice for CIPP rehabilitation of T-Lock RCP and no removal of T-Lock is necessary as indicated by selected subcontractor.

City of Peoria to provide and pay for public information representative and services.

Deleted VMB Allowance, Peoria Overtime Allowance, and buried bypass at intersection alternate 4/30/09.

Changed buried bypass allowance and police allowance 4/30/09.

Added construction contingency, owners contingency, and ARRA Davis Bacon / Buy American confirmation 4/30/09.

One mobilization included.

Quantities are approximate and final payment is to be based on actual field measurement.

We propose to furnish labor, equipment, and materials - complete. All material is guaranteed to be as stated in proposal. All work will be completed in a workmenlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over and above the proposed estimate.

Prices based on Pierson standard insurance coverages.

Note: This proposal may be withdrawn by us if not accepted within 60 days.

Respectfully submitted,
Pierson Construction Corporation

Accepted By:

Dana Ratkovich

Date: _____

Company: _____

Date: _____

**EXHIBIT A
SCOPE OF WORK**

CITY OF PEORIA, UTILITIES DEPARTMENT

**SEWER LINE REHABILITATION
95TH AVENUE: PEORIA AVENUE TO NORTHERN AVENUE**

CITY OF PEORIA PROJECT NO. UT00294, SECTION C

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 36-inch sewer line in 95th Avenue from Peoria Avenue to Northern 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 36-inch and consist of PVC lined 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.
- 3.02 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.
- 3.03 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.
- 3.04 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 under Task 3.01 and one set of documents detailing all assistance given to the City in evaluating bids and making a recommendation for award under Task 3.04.

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 - 95TH AVE: PEORIA AVE TO NORTHERN AVE

PROJECT NO. UT00294, SECTION C

CONSTRUCTION ADMINISTRATION FEE ESTIMATE

Date: 5/18/2009

Const Admin Fee

Task 3	=	\$3,626
Task 4	=	\$28,318
Task 5	=	<u>\$3,344</u>
Subtotal	=	\$35,288

Allowances

Material Testing (Ninyo & Moore)	=	\$3,750
Public Information Support (Inroads, Inc.)	=	\$3,750
Extended Services	=	<u>\$7,500</u>
Subtotal	=	\$15,000
NOT TO EXCEED FEE	=	\$50,288

