

RESOLUTION NO. 44-2008

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, AUTHORIZING STANTEC CONSULTING, INC., TO PROCEED WITH CONSTRUCTION MANAGEMENT SERVICES FOR THE CONSTRUCTION OF A STRUCTURAL UPGRADE OF THE ORIGINAL APRON AT THE BENSON MUNICIPAL AIRPORT IN AN AMOUNT NOT TO EXCEED \$80,000.00.

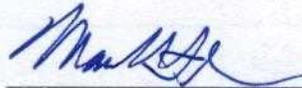
WHEREAS, the City Council approved in Resolution No. 33-2007 the independent contractor's agreement with Stantec Consulting, Inc., for professional services for On-Call Airport Consulting, Engineering Design and Review Services; and

WHEREAS, the City Council has now determined that it is necessary for the City to authorize Stantec Consulting, Inc., to proceed with Construction Management Services for the construction of a structural upgrade of the Original Airport Apron in an amount not to exceed \$80,000.00.

NOW, THEREFORE, BE IT RESOLVED that the City of Benson hereby authorizes Stantec Consulting, Inc., to proceed with Construction Management Services for the construction of a structural upgrade of the Original Airport Apron in an amount not to exceed \$80,000.00.

BE IT FURTHER RESOLVED that the City of Benson hereby authorizes Bradley J. Hamilton, P.E., to execute the Authorization for Additional Services on behalf of the City of Benson.

PASSED AND ADOPTED by the Mayor and City Council of the City of Benson, Arizona, this 16th day of June, 2008.



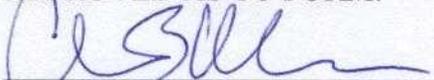
MARK M. FENN, Mayor

ATTEST:



VICKI L. VIVIAN, City Clerk

APPROVED AS TO FORM:



For THOMAS A. BENAVIDEZ, City Attorney

**SCOPE OF SERVICES
CONSTRUCTION ADMINISTRATION SERVICES
FOR
AIRPORT IMPROVEMENTS
AT
BENSON MUNICIPAL AIRPORT**

This AUTHORIZATION OF SERVICES NO. 8, to the Agreement dated August 27, 2007 by and between the CITY OF BENSON hereinafter called the "CITY" and STANTEC CONSULTING INC. hereinafter called the "ENGINEER", and this AUTHORIZATION OF SERVICES is by reference made a part of said Agreement.

The ENGINEER, with the understanding that the CITY will or has received one or more airport development grant(s) from the Federal Aviation Agency (FAA) and/or Arizona Department of Transportation Aeronautics Division (ADOT) for the project at the Benson Municipal Airport, agrees to provide the professional services herein stated.

A. PROJECT DESCRIPTION

Project includes the Structural Upgrade of the Aircraft Parking Apron (approximately 300'x350') which was completed as part of the original airport construction. This includes taxiway connector(s), tie downs (if applicable), associated lighting, marking, utilities, drainage and site improvements, as applicable..

Services to be provided by the ENGINEER will be completed in two (2) Phases. Phase I included: Preliminary Design/Programming, Final Design, and Post Design services. Phase II provides for Construction Administration Services during the Construction and Post Construction phases of the project. Phase II services include, but may not be limited to the following project elements:

- a. Construct Apron Structural Upgrade (Overlay) (approx. 300'x350', Taxiway Connector(s) and Tie Downs
- b. Construct associated Apron Lighting, Marking, Utility, Drainage and Site Preparation / Improvements.

B. ENGINEER'S RESPONSIBILITIES

ENGINEER is to perform general consulting and engineering services as identified in the Agreement, and as more specifically identified as follows:

PHASE II - CONSTRUCTION SERVICES

The Construction Phase will consist of providing consultation and advice to the CITY during construction including presiding at the pre-construction conference and construction observation during critical construction activities. Additionally, the ENGINEER shall be responsible for the following:

1. The ENGINEER shall furnish the services of a Resident Engineer/Observer during the construction period as determined by ENGINEER and CITY. In addition to a designated Resident Engineer/Observer, the ENGINEER shall make available additional personnel, as required, for specific issues, computations, conflicts or interpretation of the contract documents.

2. The Resident Engineer/Observer shall make recommendations to the CITY on all claims of the Contractor for extra work not covered in the contract documents.
3. The ENGINEER shall review and make recommendations to the CITY, FAA and ADOT Aeronautics regarding all Value Engineering Proposals that may be submitted by the Contractor for consideration.
4. For all changes, additions or deletions requested by the CITY, the Resident Engineer/Inspector shall obtain all information required and present his recommendations. The CITY shall either approve or deny the recommendations.
5. The Resident Engineer/Observer shall establish a preliminary Contractor submittal log, which shall list all submittals submitted by the Contractor.
6. The Resident Engineer/Observer shall establish a submittal control sheet to monitor the timeliness of Contractor submissions and review and make recommendation to the CITY relating to the execution and progress of the project. The Resident Engineer/Inspector shall be responsible for all FAA submittals.
7. The Resident Engineer/Observer's staff shall check and recommend approval or disapproval of schedules, shop drawings, safety plans, erosion control plans, and other submissions for conformance with the design concept of the project and for compliance with the information given by the contract documents, and assemble written guarantees required of the Contractor.
8. The Resident Engineer/Observer shall prepare change order requests and final contract change orders for extra work and time extensions not covered in the contract documents brought about by Contractor(s) claims and submit to CITY/FAA/ADOT Aeronautics.
9. The Resident Engineer/Observer shall monitor and log Contractor correspondence and provide the CITY with all documents, reports and correspondence pertaining to the project, if requested.
10. Upon review of submittals, the Resident Engineer/Observer will determine the amount owing to the Contractor. These will constitute a representation to the CITY, based on such observations and the data comprising the application for payment, that the work has progressed to the point indicated.
11. The ENGINEER will also represent to the CITY that, to the best of his knowledge, information and belief, and to the best knowledge of the ENGINEER's staff, and based on what their observations have revealed, the quality of the work is in accordance with the contract documents, but such presentations and acknowledgement is not a guarantee of the work of the Contractor as regards the performance of his contract.
12. The Resident Engineer shall conduct progress meetings on site as required by the CITY to review current schedule and work progress and shall prepare meeting minutes which will be distributed to all attendees.
13. The Resident Engineer/Observer shall furnish the CITY with final quantities and a letter, recommending acceptance of the work based upon the ENGINEER's staff reports and material acceptance testing reports.
14. Incidental to the engineering services for this project, all representatives of the ENGINEER agree to notify the CITY and/or Contractor of any unsafe conditions seen and recognized as such at the construction site.

15. The Resident Engineer/Observer shall compute requisite quantities as required for payment of the Contractor and to document final project quantities.
16. For the purposes of defining Construction Administration Basic Services, the construction period is estimated to be 126 calendar days in duration.
17. The Engineer shall provide materials testing of all materials supplied for the site, as well as in-place testing of all materials for compliance testing.
18. All construction testing shall be done through the Resident Engineer/Observer and under the supervision of a Geotechnical Engineer commissioned by the ENGINEER.
19. The ENGINEER shall provide the construction control and construction staking as described herein. Prior to construction, the ENGINEER shall provide surveys as follows:
 - a) Establish horizontal and vertical control for the Project.
 - b) Stake project limits of the Project.
 - c) The ENGINEER shall monitor the progress of the work and provide basic construction survey services as required including intermediate quantity determinations.
 - d) The ENGINEER shall provide all necessary post construction surveys including verification of runway end latitude and longitude if necessary.

The Contractor shall be responsible for survey and staking as specified in the construction contract and "re-staking" of ENGINEER provided stakes.

POST-CONSTRUCTION SERVICES

1. Upon completion of the construction, the ENGINEER will accompany the CITY, the Contractor, FAA, ADOT and all other interested parties on the final walk-through project inspection. The ENGINEER shall also prepare a summary of the final inspection; shall prepare a Final Engineer's Report for the project including summarization of quantities, contract and change order amounts, work performed, compaction test results as supplied by the Contractor, and environmental concerns (if any).
2. The ENGINEER shall upon completion of the project and receipt of record information from the Contractor, prepare and turn over to the CITY one full-size set of plans revised to reflect "project record" conditions and quantities, and a CD containing same as a pdf file to the FAA and ADOT Aeronautics.
3. The ENGINEER shall upon completion of the project, prepare an updated Airport Layout Plan (to include verification of runway end latitude and longitude if necessary) for submittal to the CITY, FAA and ADOT AERONAUTICS.
4. The above ENGINEER'S responsibilities will be limited to one construction contract. The project to be developed under the construction contract will be determined based on the design and available funds.
5. Any subsequent construction documents and construction administration services for the airport will be developed under separate Authorization of Services.

C. CITY'S RESPONSIBILITIES

1. CITY'S responsibilities are as per terms of the Agreement.
2. The CITY agrees to assign a representative of their agency who will have authority to make all decisions affecting the project in a timely manner.
3. The CITY shall make available to the ENGINEER all technical data that is in the CITY'S possession, including maps, surveys, property descriptions, borings and other information required by the ENGINEER and relating to his work.
4. The CITY agrees to cooperate with the ENGINEER in the approval of all requests for information and requirements or should they disapprove of any part of said requests or requirements, shall make a timely decision in order that no undue expense will be caused the ENGINEER because of lack of decisions. If the ENGINEER is caused extra work or other expense due to changes ordered by the CITY after the completion, the ENGINEER shall be equitably paid for such extra expenses and services involved.
5. The CITY shall pay publishing costs for advertisements of notices, public hearings, and other similar items.

D. COMPENSATION FOR CONSULTING SERVICES

Compensation for engineering services will be invoiced on a LUMP SUM basis, not to exceed \$80,000 as shown in the attached Exhibit A, without prior approval of CITY.

E. COMPLETION DATE

ENGINEER'S services shall be completed by December 31, 2008, unless extended by the CITY.

