



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA11-089**

1. Agenda Item Number:
21
2. Council Meeting Date:
January 27, 2011

TO: MAYOR & COUNCIL

3. Date Prepared: January 10, 2011

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Award a Project Agreement to Wilson Engineers for professional services of the Queen Creek Force Main Monitoring System and Flow Meters, Project No. WW1014-201, in an amount not to exceed \$29,300.

6. RECOMMENDATION: Staff recommends that Council award a Project Agreement to Wilson Engineers for professional services of the Queen Creek Force Main Monitoring System and Flow Meters, Project No. WW1014-101, in an amount not to exceed \$29,300.

7. BACKGROUND/DISCUSSION: This project is for the design of a permanent flow monitoring system for the 24-inch diameter force main on Queen Creek Road between Ocotillo Water Reclamation Facility (OWRF) and the Airport Water Reclamation Facility (AWRF). This system will provide leak detection capability for this wastewater force main. This project also includes design of flow monitoring devices to be installed on large 27-inch diameter and 24-inch diameter gravity sewers in southwest Chandler to communicate through the City's SCADA system to the Airport Water Reclamation Facility. The scope of work includes construction drawings of the flow meters, electrical service, construction inspection during installation, and evaluation of initial flow meter data.

8. EVALUATION: On September 16, 2010 Council approved an extension to an existing annual contract, EN0712-101, to Wilson Engineers for Annual Permitting, Study, and Design Services for Water/Wastewater. Staff reviewed the scope of work, billing rates, and total fees for this project, compared them to historical costs, and determined they are acceptable.

9. FINANCIAL IMPLICATIONS:

Cost: \$29,300
Savings: N/A
Long Term Costs: N/A
Fund Source:

Acct. No.:	Fund Name:	Program Name:	CIP Funded:	Amount:
615.3910.0000.6814.9WW196	WW Operating	Collection System Facility Improvements	FY 08/09	\$29,300

10. PROPOSED MOTION: Move that Council award a Project Agreement to Wilson Engineers for professional services of the Queen Creek Force Main Monitoring System and Flow Meters, Project No. WW1014-101, in an amount not to exceed \$29,300.

ATTACHMENTS: Location Map, Project Agreement

APPROVALS

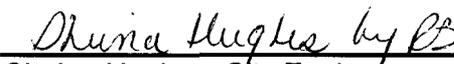
11. Requesting Department


John Knudson, Senior Engineer

13. Department Head


Dave Siegel, Municipal Utilities Director

12. City Engineer

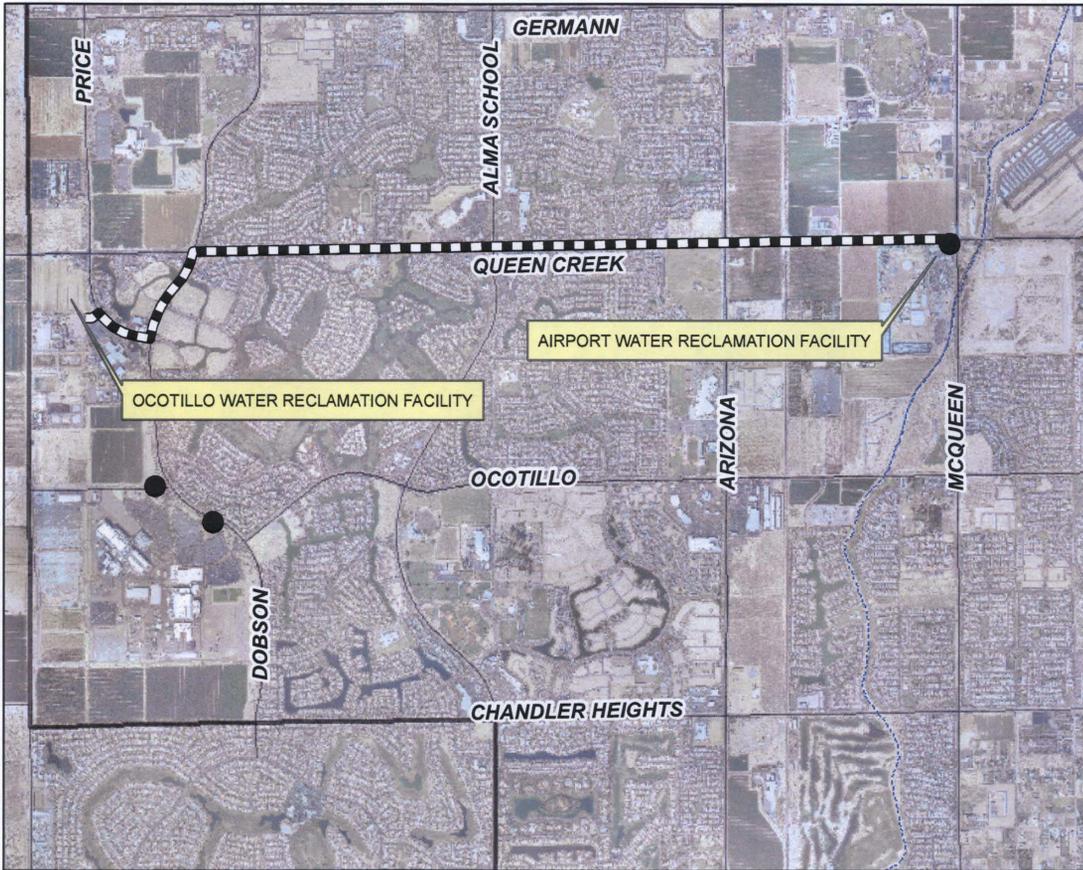
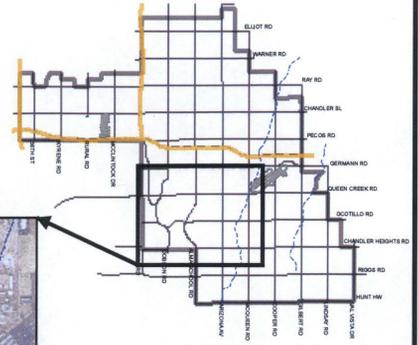

Sheina Hughes, City Engineer

14. Acting City Manager


Rich Dlugas



QUEEN CREEK FORCE MAIN MONITORING SYSTEM AND FLOW METERS PROJECT NO. WW1014-201



MEMO NO. CA11-089

- FLOW MONITOR
- WASTE WATER FORCEMAIN



**PROJECT AGREEMENT
PURSUANT TO ANNUAL CONTRACT NO. EN0712-101**

AGREEMENT NO: WW1014-201

This AGREEMENT is made this _____ day of _____ 2011, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and Wilson Engineers, LLC, registered in the state of Arizona (hereinafter referred to as "Annual Consultant") and is a project agreement entered into pursuant to Annual Contract No. EN0712-101.

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

ARTICLE 1. DESCRIPTION OF WORK

This project is Queen Creek Force Main Monitoring System and Flow Meter, Project Number WW1014-201. The scope of work consists of installing multiple flow metering devices at two different project locations, all as more particularly set forth in Exhibit A attached hereto and incorporated herein by reference.

The Annual Consultant shall not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract amendment and signed by the Contract Administrator.

ARTICLE 2. CONTRACT PRICE

CITY shall pay Annual Consultant for completion of the Work in accordance with the Contract Documents a fee not to exceed Twenty Nine Thousand Three Hundred Dollars (\$29,300) determined and payable as set forth in Annual Contract EN0712-101 and Exhibit B attached hereto and made a part hereof by reference.

ARTICLE 3. CONTRACT TIME

The contract time is Ninety days and Annual Consultant agrees to complete all work within Ninety (90) days of the date CITY issues a Notice to Proceed.

ARTICLE 4. GENERAL

This Project Agreement is entered into pursuant to Annual Contract No. EN0712-101 and the terms and conditions contained therein are incorporated herein by reference as if set forth in full.

ARTICLE 5. ARIZONA PROCUREMENT LAW

Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Consultant hereby warrants to the City that the Consultant and each of its subcontractors ("Subconsultants") will comply with all Federal Immigration laws and regulations that relate to the Immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty (Exhibit C) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

The City retains the legal right to inspect the papers of any Consultant or Subconsultant employee who works on this Contract to ensure that the Consultant or Subconsultant is complying with the Contractor Immigration Warranty. The Consultant agrees to assist the City in the conduct of any such inspections.

The City may, at its sole discretion, conduct random verifications of the employment records of the Consultant and any Subconsultant to ensure compliance with Contractors Immigration Warranty. The Consultant agrees to assist the City in performing any such random verifications.

The provisions of this Article must be included in any contract the Consultant enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a consultant or subconsultant. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

In accordance with A.R.S. §35-393.06, the Consultant hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391.06, the Consultant hereby certifies that the offeror does not have scrutinized business operations in Sudan.

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

This Agreement will be effective on this _____ day of _____, 2011.

CITY OF CHANDLER

FOR THE ANNUAL:

DEPARTMENT HEAD/DESIGNEE _____ DATE: _____

By: Steve Todd
Title: PRINCIPAL

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

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

APPROVED AS TO FORM:

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

ATTEST: City Attorney By: [Signature]

City Clerk

EXHIBIT A SCOPE OF WORK

The purpose of this project is to install multiple flow metering devices at two different project locations. The first is to add two new flow meters to the 27-inch and 24-inch gravity sewers at the Intel and to have the flowmeter signals be communicated through the City's SCADA system to the Airport Water Reclamation Facility. The second is to add two strap-on type flow meters at the McQueen and Queen Creek Road above ground HDPE sewer forcemain manifold and to communicate the signals to the Airport Water Reclamation Facility. All of the flowmeter installations will include a permanent power source.

ANNUAL CONSULTANT shall perform following work:

- Prepare construction documents. It is anticipated that a cover sheet, general notes sheet, and an electrical plan sheet for each site are required for construction.
- As part of the flowmeter installation at Intel, ANNUAL CONSULTANT will prepare a draft Memorandum of Understanding (MOU) that will be sent to the City for review and comment. Once all of the comments are received, a final MOU will be drafted and sent to the City to be finalized.
- Perform construction inspections of the installation to ensure conformance to the construction documents. It is anticipated that 5 RFI's and 5 shop drawings will need to be reviewed and responded to accordingly. It is assumed that construction to be performed by job order contractor (JOC) and that the construction documents do not require City permitting review.

**EXHIBIT B
FEE SCHEDULE**

	DESCRIPTION	EST. HOURS	EST. COST					
1.1	Conduct Site Visits, Prepare Construction Documents	48	88	-	48	8	192	\$22,080
1.2	Perform Construction Inspections, Review Shop Drawings	8	24	24	-	4	60	\$7,220
	Total	56	112	24	48	12	252	\$29,300

EXHIBIT C

**Contractor Immigration Warranty
To Be Completed by Consultant Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the consultant and subconsultants with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

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

Project Number: WW1014-201		
Name (as listed in the contract):		
Street Name and Number:		
City: Chandler	State: AZ	Zip Code:

I hereby attest that:

1. The Engineer/Annual Consultant complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subconsultants performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees; and
3. The Engineer/Annual Consultant has identified all consultant and subconsultant employees who perform work under the contract and has verified compliance with Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

Signature of Engineer/ Annual Consultant (Employer) or Authorized Designee:



Printed Name: STEVE TODD

Title: PRINCIPAL

Date (month/day/year): 1-14-11