



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA11-099**

1. Agenda Item Number:

17

2. Council Meeting Date:
February 10, 2011

TO: MAYOR & COUNCIL

3. Date Prepared: January 24, 2011

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Award a project agreement for Water Mains on Hamilton Street (Frye Road to Galveston Street), Project No. WA0819-202, to Dibble and Associates Consulting Engineers, Inc., in an amount not to exceed \$121,956.

6. RECOMMENDATION: Staff recommends Council award a project agreement for Water Mains on Hamilton Street (Frye Road to Galveston Street), Project No. WA0819-202, to Dibble and Associates Consulting Engineers, Inc., in an amount not to exceed \$121,956.

7. BACKGROUND/DISCUSSION: This project is a continuation of the Municipal Utilities Department's Main Replacement Program targeting aging water distribution lines in the downtown area. The area chosen for main replacement continues to experience a high number of repairs, resulting in interrupted water service, property damage, and numerous citizen complaints.

This project includes design and construction administration services for replacement of approximately one mile of existing cast iron water lines. These lines range in diameter from 6 to 12 inches, with some installed as long ago as 1954.

8. EVALUATION: On September 16, 2010, Council approved a one-year extension to the annual contract with Dibble and Associates Consulting Engineers, Inc., for pipeline design services, EN0725-101. Staff has reviewed the scope of work, billing rates, and total fee for this project, compared them to historical costs, and has determined that they are reasonable.

9. FINANCIAL IMPLICATIONS:

Cost:	\$121,956
Savings:	N/A
Long Term Costs:	N/A

Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
601.3820.0000.6714.9WA023	Water Bonds	Main Replacements	FY08/09	\$121,956

10. PROPOSED MOTION: Move Council award a project agreement for Water Mains on Hamilton Street (Frye Road to Galveston Street), Project No. WA0819-202, to Dibble and Associates Consulting Engineers, Inc., in an amount not to exceed \$121,956, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map, Project Agreement

APPROVALS

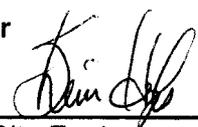
11. Requesting Department


John Knudson, Senior Engineer

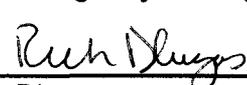
13. Department Head


Dave Siegel, Municipal Utilities Director

12. City Engineer

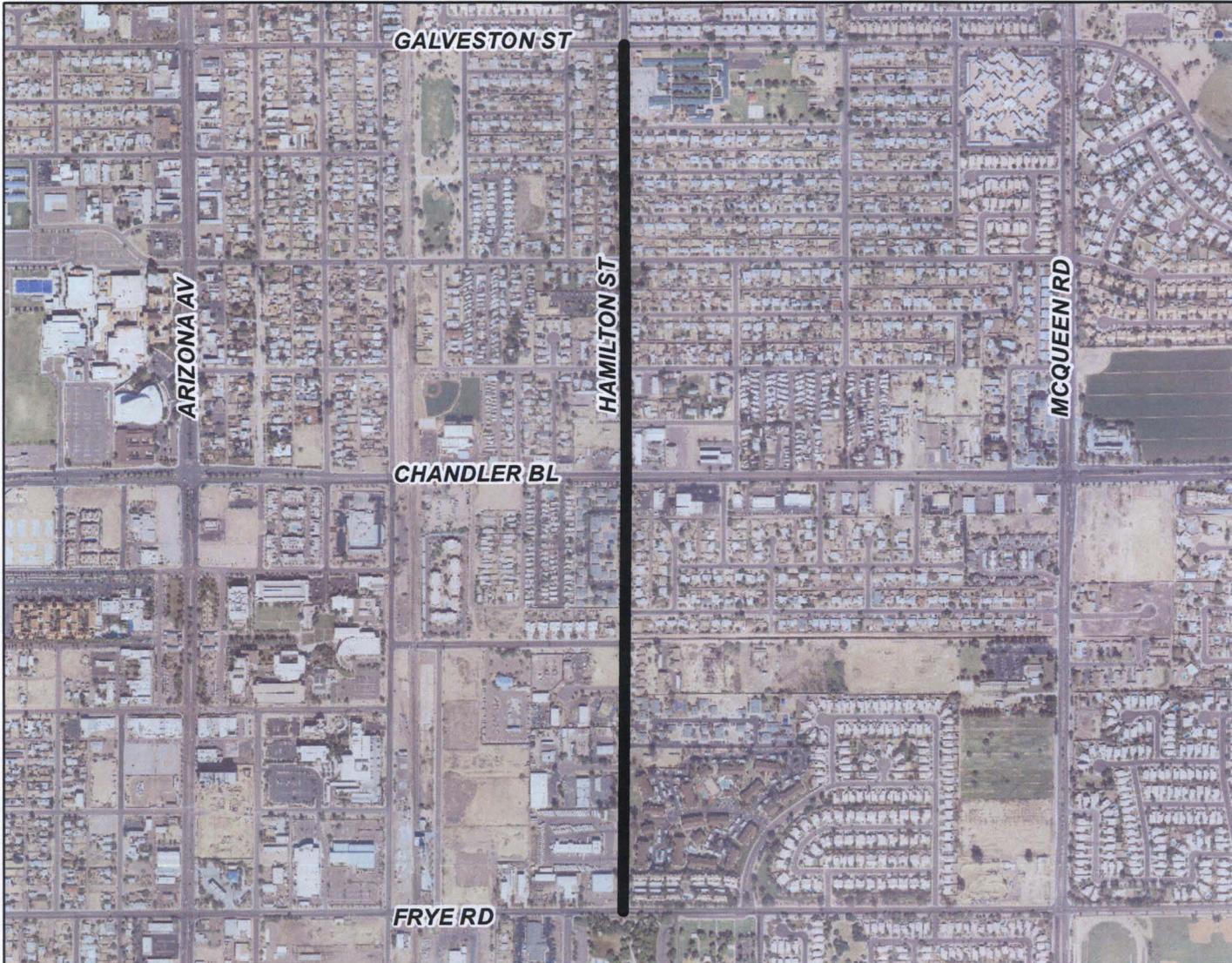

Sheina Hughes, City Engineer

14. Acting City Manager


Rich Dlugas



WATER MAINS ON HAMILTON STREET (FRYE TO GALVESTON) PROJECT NO. WA0819-202



MEMO NO. CA11-099

PROJECT AREA



**PROJECT AGREEMENT
PURSUANT TO ANNUAL CONTRACT NO. EN0725-101**

AGREEMENT NO: WA0819-202

This AGREEMENT is made this day of 2011, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and Dibble Engineering, (hereinafter referred to as "Annual Consultant") and is a project agreement entered into pursuant to Annual Contract No. EN0725-101.

CITY and Dibble Engineering, in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1. DESCRIPTION OF WORK

This project is Water Mains on Hamilton Street (Frye to Galveston), Project Number WA0819-202. The scope of work consists of updates to the construction documents, incorporating recent changes to City standards; utility coordination; permitting; bidding assistance; and construction administration, which will include construction observation, construction meetings, review of submittals and shop drawings, answering RFIs and providing work change directives, preparation of record drawings, and project close-out,, 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 One Hundred Twenty One Thousand Nine Hundred Fifty Six Dollars (\$121,956) determined and payable as set forth in Annual Contract ENEN0725-101 and Exhibit B attached hereto and made a part hereof by reference.

ARTICLE 3. CONTRACT TIME

The contract time is One Hundred Eighty days and Annual Consultant agrees to complete all work within One Hundred Eighty (180) days of the date CITY issues a Notice to Proceed.

ARTICLE 4. GENERAL

This Project Agreement is entered into pursuant to Annual Contract No. EN0725-101 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: _____
Title: _____

Steven E. Red
COO

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 Rex
Dibble Engineering
7500 N. Dreamy Draw dr., Ste. 200
Phoenix, AZ 85020

APPROVED AS TO FORM:

Phone: 602-957-1155
Fax: 602-957-2838

ATTEST: City Attorney By: _____

[Signature]

City Clerk

EXHIBIT A SCOPE OF WORK

PROJECT DESCRIPTION

Design for construction of improvements to the existing water distribution system in the vicinity of Hamilton Street from Galveston Street to Frye Road. ANNUAL CONSULTANT previously prepared construction documents for the proposed water main replacement, which were completed and accepted by the City in April, 2009. The previously completed plans are referred to in this Scope of Work as the "prefinal" plans.

ANNUAL CONSULTANT shall prepare updates to the construction plans, specifications and permits; perform bidding phase services; and provide construction administration and observation services for the construction of the proposed improvements.

This project will be constructed under a design-bid-build contract.

DESIGN STANDARDS

ANNUAL CONSULTANT shall design this project in accordance with the following standards, listed in order of precedence:

- Arizona Department of Environmental Quality, Engineering Bulletin No. 10, Guidelines for Construction of Water Systems, May 1978
- City of Chandler, WATER SYSTEM DESIGN - Technical Design Manual #1, January 2002
- Maricopa Association of Governments, Uniform Standard Specifications for Public Works Construction, Revisions through 2010.
- Maricopa Association of Governments, Uniform Standard Details for Public Works Construction, Revisions through 2010.

ANNUAL CONSULTANT shall complete this project in accordance with the following scope of work tasks:

SCOPE OF WORK

Phase 1: Design Phase Services

Task 1.1: Utility Coordination

ANNUAL CONSULTANT shall contact Blue Stake to obtain a current list of utilities reporting facilities in the vicinity of the project. Each utility company reporting facilities in the project corridor will be provided with one (1) set of the prefinal plans for "no conflict" review. No conflict review letters will be completed on the City's standard letter form. ANNUAL CONSULTANT shall revise the prefinal plans to include any changes to existing utility configuration provided by utility companies.

ANNUAL CONSULTANT shall participate in one (1) utility coordination meeting. The City will be responsible for scheduling the coordination meeting and inviting utility companies. Meeting minutes will be prepared in accordance with Task 1.4.

Task 1.2: Permitting

ANNUAL CONSULTANT shall prepare permit applications and submit prefinal plans for permits. Permit review comments will be incorporated into the Construction Documents as directed by the City's Project Manager. The following permit submittals will be made:

- Maricopa County Environmental Services Department (MCESD): A Certificate of Approval to Construct (ATC) was issued for this project (Certificate 090318 dated April 1, 2009). In accordance with MCESD policy, a new ATC is required because the current ATC has expired by more than 180 days. ANNUAL CONSULTANT shall submit the required application (bearing City signature), design report and construction plans for review. Non-expedited review fees will be paid by ANNUAL CONSULTANT and reimbursed as a direct expense.
- City of Chandler Engineering: ANNUAL CONSULTANT shall coordinate with the City's Project Manager for submittal to City Engineering Department. Review fees for this submittal are assumed to be waived.

Task 1.3: Construction Document Update

ANNUAL CONSULTANT shall prepare Construction Documents incorporating updates to the prefinal plans to include utility information identified in Task 1.1, permit review comments identified in Task 1.2, and modifications to City design standards enacted since the completion of the prefinal plans. ANNUAL CONSULTANT shall review and update technical specifications to current standards. Construction plans and technical specifications shall be stamped by a Professional Engineer registered in the State of Arizona. The City will be responsible for preparation of bid documents, general and special provisions and other "front end" contract documents.

ANNUAL CONSULTANT shall prepare an engineer's opinion of probable construction cost utilizing the contract bid items. Construction costs will be based on historic bid tabs for similar project elements.

Task 1.4: Design Phase Project Management and Meetings

ANNUAL CONSULTANT shall provide comprehensive project management and control of all design team activities, including project schedule, staffing, control and quality assurance activities.

ANNUAL CONSULTANT shall attend meetings as identified in this scope of work:

- Utility Coordination (1 meeting)
- Comment Review (1 meeting)
- Project Coordination (1 meeting)

ANNUAL CONSULTANT shall prepare agendas for project meetings and prepare meeting minutes for distribution to all meeting attendees. The City will be responsible for coordinating meeting attendance and inviting necessary attendees.

Task 1.5: Bidding Services

The project is anticipated to be constructed under a design-bid-build delivery. During bidding, ANNUAL CONSULTANT shall provide the following services:

- Attend Pre-Bid conference and accompanying site visit (if conducted)
- Prepare response to bidder questions or addendum (one addendum assumed)
- Attend bid opening
- Prepare bid tabulation and recommendation of award

The City will be responsible for advertisement, reproduction and distribution of bid documents and receiving all bidder's questions.

Phase 2: Construction Phase Services

ANNUAL CONSULTANT shall provide construction phase services to provide the City with a greater level of confidence that construction is completed in accordance with the contract documents. Performance of construction phase services does not warrant or certify that construction activities are in complete and constant conformance with the contract documents. The Contractor shall be responsible for completing construction activities in accordance with the contract documents. ANNUAL CONSULTANT shall not have control of contractor or his activities or provide direction for contractor's operations.

Construction phase services are based on an assumed construction duration. The assumed duration for this project is 16 weeks of construction activities plus an additional 4 weeks of preconstruction and 4 weeks of post construction activities.

Construction phase services will include the following tasks:

Task 2.1: Construction Administration

ANNUAL CONSULTANT shall provide construction administration services. Services will include:

- Coordination with contractor's activities and administration of the contract
- Review and coordination of the Contractor's construction schedule
- Review of monthly contractor pay requests and recommendation of approval for payment by the City
- Periodic review of contractor's as-built drawing redlines
- Coordination of material testing services
- Coordination of contractor's acceptance testing, including pressure testing and bacteriological testing

Task 2.2: Construction Meetings

ANNUAL CONSULTANT shall attend and conduct a preconstruction conference. ANNUAL CONSULTANT shall prepare meeting agenda and minutes and distribute minutes to the project distribution list electronically.

ANNUAL CONSULTANT shall attend and conduct a bi-weekly construction meeting. ANNUAL CONSULTANT shall prepare the agenda and minutes for each construction meeting, and distribute minutes to the project distribution list electronically. Construction meetings are assumed to be conducted at the project site, if a trailer is provided, or at the City's offices. A total of 10 periodic construction meetings are anticipated.

Task 2.3: Construction Observation

ANNUAL CONSULTANT shall provide periodic observation of construction activities to monitor and observe construction activities, materials, progress and conformation with the contract documents and project schedule. Construction observation will be scheduled to observe significant construction activities as appropriate. Forty percent (corresponding to approximately two days per week) construction observation effort is assumed for this project.

ANNUAL CONSULTANT shall prepare construction observation reports documenting observed contractor activities, materials, processes and procedures being employed at the time of the observation.

Task 2.4: Submittals and Shop Drawings

ANNUAL CONSULTANT shall receive, review, evaluate, and distribute (or take other appropriate action with respect to) shop drawings, samples, test results, and other data which contractor is required to submit. 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. ANNUAL CONSULTANT shall review and accept, reject or take other appropriate action on the Contractor's request for substitutions.

ANNUAL CONSULTANT shall maintain a submittal log showing dates of submittal, transmittal action, dates of return and review action. Copies of the log shall be furnished to the City and the Contractor monthly.

Submittal review efforts are based upon a maximum of twenty (20 submittals, 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.

Task 2.5: Requests for Information / Work Change Directives

ANNUAL CONSULTANT shall receive, review, evaluate and respond to Contractor's Requests for Information, subject to conformance with the contract documents. ANNUAL CONSULTANT shall issue written responses to Requests for Information or Work Change Directives to provide clarification of the contract documents when necessary.

ANNUAL CONSULTANT shall maintain a Request for Information log identifying dates of submittal, dates of response and summary of action. Copies of the log shall be furnished to the City and the Contractor monthly.

Requests for Information / Work Change Directive efforts are based on a maximum of five (5) Requests for Information or Work Change Directives.

Task 2.6: Record Drawing Preparation

ANNUAL CONSULTANT shall prepare record drawings from the Contractor's redlines. Record drawings will be prepared to reflect field conditions as indicated by the Contractor, including changes made by addendum, request for information and/or work change directive. ANNUAL CONSULTANT will not provide field survey or location of improvements necessary for record drawing preparation.

Task 2.7: Project Acceptance and Closeout

ANNUAL CONSULTANT shall prepare project closeout documentation. Project closeout activities will include:

- Pre-final walkthrough
- Punchlist generation
- Issuance of Substantial Completion
- Inspection of Punchlist item completion
- Permit Closeout
- Issuance of Final Completion

Permit closeout will include submittal of MCESD Application for Approval of Construction and Engineer's Certificate of Completion.

Prior to Final Completion, ANNUAL CONSULTANT shall provide the City with copies of all project documents.

Deliverables

Phase 1: Design Phase Services

Construction Documents:

- Construction Plans: (1) cover sheet - 24"x36" 4 mil Mylar
(4) sets 24"x36" bond
(1) set electronic files (Adobe PDF format)
- Technical Specifications: (4) sets bond (bound).
(1) set electronic files (Adobe PDF format)
- Opinion of Construction Cost: (4) copies

Phase 2: Construction Phase Services

- Construction Administration: (1) copy of all project correspondence (electronic and paper)
- Construction Meetings: (1) copy of all meeting minutes (electronic and paper)
- Construction Observation: 1) copy of all construction observation reports (electronic and paper)
- Shop drawings and Submittals: (1) copy of all shop drawings and submittals (electronic and paper)

Requests for Information / Work Change Directives:

- Record Drawings:**
- (1) copy of all RFI's and/or Work Change Directives (electronic and paper)
 - (1) set 24"x36" 4 mil Mylar
 - (1) set electronic files (Adobe PDF format)

Schedule

ANNUAL CONSULTANT shall complete Phase 1 activities in accordance with the following schedule:

- Prefinal plan coordination submittal: Notice to Proceed (NTP) + 2 weeks
Plan Review / Utility Coordination: 4 weeks
Construction Document Submittal: NTP + 10 weeks

It is assumed that City project bidding will occur prior to June 30, 2011, and construction will be complete by December 31, 2011.

Direct Expenses

The City will reimburse direct expenses as described below:

- MCESD Permit Fees: Non-expedited Review Fee
- Reproduction for project deliverables listed herein. Additional reproduction requested by the City will be invoiced on a time and material basis at cost.

Allowances

Materials Testing

ANNUAL CONSULTANT shall provide material testing services during construction. Material testing is anticipated to include trench backfill field density testing, asphaltic concrete field density testing, laboratory soil testing (proctors, extraction/gradation/marshall, Plasticity Index, and Sieve Analysis), and concrete field and laboratory testing.

ANNUAL CONSULTANT shall perform material testing at the frequency requested by the City. This Scope of Work assumes testing frequencies consistent with industry standards as established by the City of Phoenix.

Owner's Allowance

An allowance is provided for additional services as requested by the City. Work under this allowance will be based on advance written authorization by the City.

**EXHIBIT B
FEE SCHEDULE**

	Task	Project Manager	QA/QC	Resident Eng / Project Eng	Assistant Engineer	CAD Tech	Field Tech	Admin Assistant	Total
	Phase 1: Design Phase Services								
1.1	Utility Coordination	4	1	8	12			2	27
1.2	Permitting	2		4				4	10
1.3	Construction Document Update	8	2	8	16	24		2	60
1.4	Design Phase Project Management and Meetings	16		12				2	30
1.5	Bidding Services	4	1	8	2	4		2	21
	Subtotal, Phase 1	34	4	40	30	28		12	148
	Phase 2: Construction Phase Services								
2.1	Construction Administration	24		120				8	152
2.2	Construction Meetings	20		48				16	84
2.3	Construction Observation			40			276	16	332
2.4	Submittals and Shop Drawings	8	2	40	40			8	98
2.5	Requests for Information / Work Change Directives	4	2	12	4	8		8	38
2.6	Record Drawing Preparation	8		8	12	24		2	54
2.7	Project Acceptance and Closeout	8		20	8			2	38
	Subtotal, Phase 2	72	4	288	64	32	276	60	796
	Total Direct Labor Hours By Task:	106	8	328	94	60	276	72	944

Labor Fee By Task

		Personnel Rates (Incl. O.&P.)							
	Task	\$137 Project Manager	\$126 QA/QC	\$121 Resident Eng / Project Eng	\$ 95 Assistant Engineer	\$82 CAD Tech	\$90 Field Tech	\$49 Admin Assistant	Total
	Phase 1: Design Phase Services								
1.1	Utility Coordination	548	126	968	1,140			98	2,880
1.2	Permitting	274		484				196	954
1.3	Construction Document Update	1,096	252	968	1,520	1,968		98	5,902
1.4	Design Phase Project Management and Meetings	2,192		1,452				98	3,742
1.5	Bidding Services	548	126	968	190	328		98	2,258
	Subtotal, Phase 1	4,658	504	4,840	2,850	2,296		588	15,736
	Phase 2: Construction Phase Services								
2.1	Construction Administration	3,288		14,520				392	18,200
2.2	Construction Meetings	2,740		5,808				784	9,332
2.3	Construction Observation			4,840			24,840	784	30,464
2.4	Submittals and Shop Drawings	1,096	252	4,840	3,800			392	10,380

2.5	Requests for Information / Work Change Directives	548	252	1,452	380	656		392	3,680
2.6	Record Drawing Preparation	1,096		968	1,140	1,968		98	5,270
2.7	Project Acceptance and Closeout	1,096		2,420	760			98	4,374
	Subtotal, Phase 2	9,864	504	34,848	6,080	2,624	24,840	2,940	81,700
Total Direct Labor Fee By Task:									
		14,522	1,008	39,688	8,930	4,920	24,840	3,528	97,436

DIRECT COSTS	Unit	\$/Unit	No. of Units	Total
MCESD Permit Fees (Non-Expedited)	At Cost	\$ 600	1	\$ 600
Reproduction/Plotting/Mylars	At cost	\$1,000	1	\$1,000
Subtotal, Direct Costs				\$ 1,600

ALLOWANCE ITEMS	Unit	\$/Unit	No. of Units	Total
ALLOWANCE: Materials Testing (Speedie)	At Cost	\$17,920	1	\$17,920
ALLOWANCE: Owner's Allowance	Lump Sum	\$5,000	1	\$ 5,000
Subtotal, Direct Costs				\$22,920

FEE SUMMARY

Phase 1: Design Phase Labor:	\$ 15,736.00
Phase 2: Construction Phase Labor:	\$ 81,700.00
Direct Costs:	\$ 1,600.00
Allowances:	\$ 22,920.00
Total Contract Amount =	\$ 121,956.00

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: WA0819-202		
Name (as listed in the contract): Dibble Engineering		
Street Name and Number:		
City:	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: Steven E. Rex

Title: COO

Date (month/day/year): 1/19/11