



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA11-105**

1. Agenda Item Number:
15
2. Council Meeting Date:
February 24, 2011

TO: MAYOR & COUNCIL

3. Date Prepared: February 1, 2011

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Award a Project Agreement to Wilson Engineers for Appleby Well Equipping Design - Revised, Project No. WA0808-202, in an amount not to exceed \$41,100.

6. RECOMMENDATION: Staff recommends that Council award a Project Agreement to Wilson Engineers for Appleby Well Equipping Design - Revised, Project No. WA0808-202, in an amount not to exceed \$41,100.

7. BACKGROUND/DISCUSSION: The original design plans and specifications for Appleby Well (WA0808-201) were completed in 2009. Both the City's Development Services and Maricopa County Environmental Services Division (MCESD) require the plans and specifications be updated and reviewed to obtain final approval signatures prior to bidding of the project. In addition, plans will be prepared to include the construction of a perimeter wall and exterior landscaping for the Iris Well site located on the west side of Gilbert Road just north of Ocotillo Road.

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 fee for this project, compared them to historical costs, and determined they are reasonable.

9. FINANCIAL IMPLICATIONS:

Cost: \$41,100
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>
601.3820.0000.6713.6WA034	Water Bond	Well Construction/Rehabilitation	FY 05/06	\$ 4,111
603.3820.0000.6713.0WA034	Water SDF	Well Construction/Rehabilitation	FY 99/00	\$36,989

10. PROPOSED MOTION: Move to award a Project Agreement to Wilson Engineers for Appleby Well Equipping Design - Revised, Project No. WA0808-202, in an amount not to exceed \$41,100, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map, Project Agreement

APPROVALS

11. Requesting Department


John Knudson, Senior Engineer

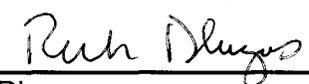
13. Department Head


Dave Siegel, Municipal Utilities Director

12. City Engineer

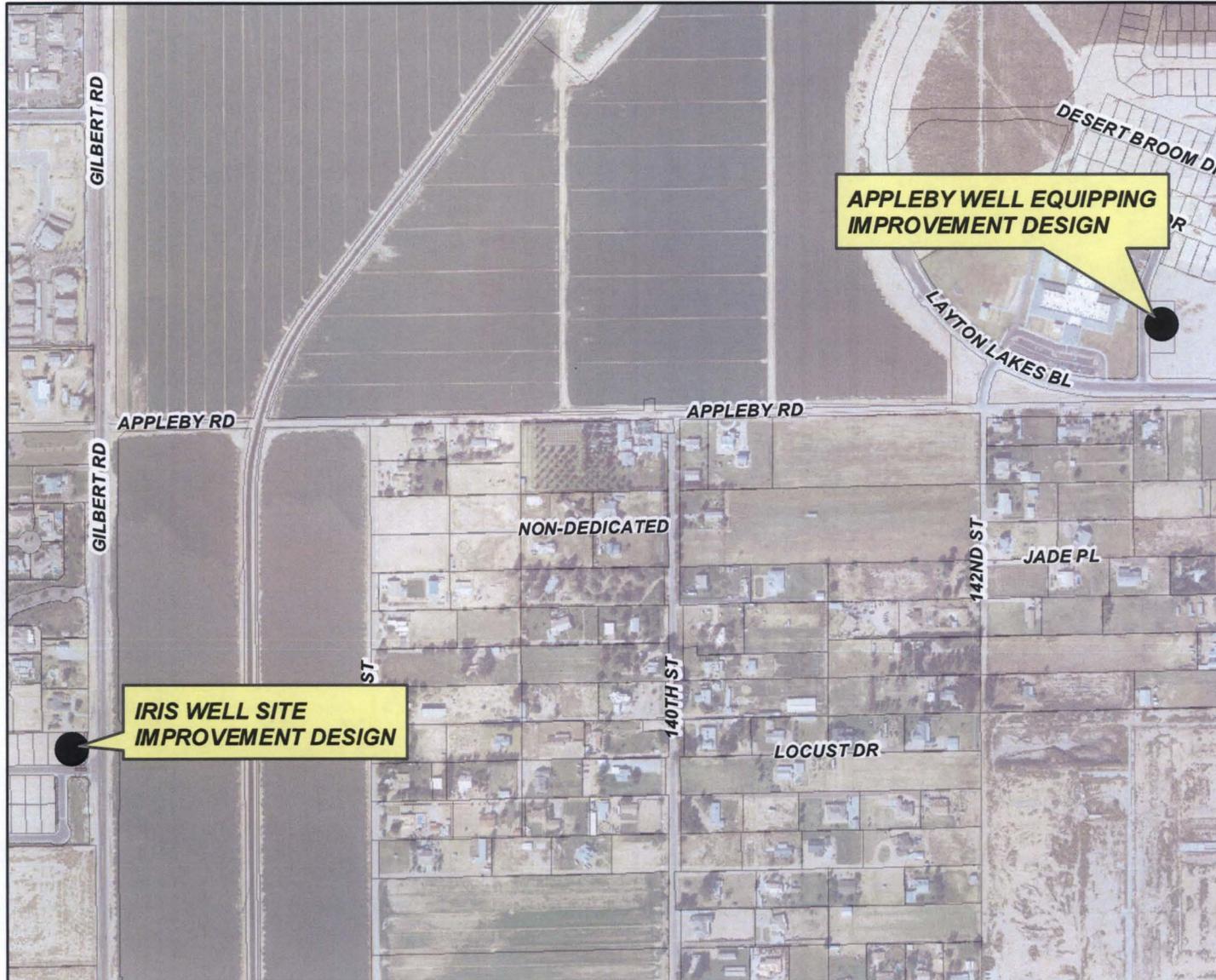

Sheina Hughes, City Engineer

14. Acting City Manager


Rich Dlugas



APPLEBY WELL EQUIPPING AND IRIS WELL SITE IMPROVEMENTS DESIGN



MEMO NO. CA11-105

● DESIGN IMPROVEMENT
AS NOTED



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

AGREEMENT NO: WA0808-202

This AGREEMENT is made this day of 2011, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and 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 Appleby Well Equipping Design Services, Project Number WA0808-202. The scope of work consists of revising the existing Appleby Well outfitting design, 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 Forty One Thousand One Hundred Dollars (\$41,100) 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 One Hundred Twenty days and Annual Consultant agrees to complete all work within One Hundred Twenty (120) 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**

ANNUAL CONSULTANT shall revise the existing Appleby Well outfitting design to meet current codes, obtain County and City approvals, and incorporate Iris Well site improvements, all as described below.

Appleby Well Site

- Update Site grading and drainage based on City of Chandler Development Services Review. It is assumed that the grading comments will be minor and that the site will not need to be lowered.
- Confirm Natural Gas Generator relocation is acceptable and meets code. Revise plans accordingly.
- Add ½" diameter stainless steel air line to pump column for reading water level.
- Contact developer to coordinate any wall design changes and potential subdivision changes.
- Coordinate with SRP on power design.
- Resubmit to Maricopa County for review.

Iris Well Site

- Topographic survey services.
- Preliminary Well layout to assist in site grading, drainage, piping, and vehicular access features.
- Perimeter wall layout and design. Coordinate with Developer to incorporate current wall theme.
- Perimeter site landscaping services. Design shall include reuse piping design to the site for landscape water.

Additional Services

- ANNUAL CONSULTANT will provide Bid services for the design documents prior to construction. ANNUAL CONSULTANT is not responsible for Iris Well Hydrogeologic services and Equipping design. ANNUAL CONSULTANT shall provide the following engineering services for this Project.

TASK 1.0 DESIGN DEVELOPMENT

Subtask 1.1 Kick-Off Meeting/Meeting: ANNUAL CONSULTANT shall attend a kickoff meeting with representatives from the City of Chandler at project initiation. The following will be accomplished:

- Establish lines of communication
- Review the project scope and schedule
- Identify specific goals and expectations
- Identify key issues affecting project development
- Request background information
- Discuss and identify preferred system operation, equipment, and suppliers for the civil, mechanical, electrical, instrumentation, and control equipment
- Attend design meetings to discuss project details.

ANNUAL CONSULTANT shall prepare and distribute meeting minutes to attendees within two (2) business days after meeting.

Subtask 1.2 Data Collection and Review. ANNUAL CONSULTANT shall collect and review background information including:

- Site legal description for Iris Well site.
- Developer wall themes
- Reuse water line location for Iris Well site landscape
- Buried facility maps from other utilities in the project area for the Iris Well site.

Subtask 1.4 Topographic Survey and Base Sheet Preparation. Topographic survey services for the Iris Well site shall be completed under this Project. No survey for the Appleby Well site is required. Control will be established based on City of Chandler datum. The survey information will identify surface features, establish survey control, and topography of the site. Prepare a 1-inch equals 40 feet topographic map of the entire site

to be used as the base sheet for the construction documents which will include the perimeter wall, landscape, and irrigation piping design.

TASK 2.0 PRELIMINARY DESIGN

Subtask 2.1 Conceptual Site Layout and Pipeline Alignments. ANNUAL CONSULTANT shall develop conceptual site layout for the Iris Well site. The conceptual site layout will include sufficient detail to accurately depict the well equipment and lay-down area to assist in laying out the perimeter wall and access road. One informal meeting will be conducted to discuss the conceptual layout and to coordinate the detailed layout and design with the City.

Subtask 2.2 Drainage Report: ANNUAL CONSULTANT shall prepare one Drainage Report for the Iris Well site and update the Appleby Well site as required. The Drainage Report will be submitted with the 100% plans and specifications. ANNUAL CONSULTANT will submit five (5) copies the Drainage Report to the City for review.

TASK 3.0 FINAL DESIGN

Subtask 3.2 ANNUAL CONSULTANT shall prepare preliminary (90%) construction documents including plans and specifications for the Iris Well site improvements. A construction cost estimate for the entire project will be provided. The 90% plans shall include information related to the Iris Well site only for the following detailed design areas:

- Iris Well site civil grading and drainage design.
- Iris Well site landscaping services as required supporting the design of the proposed facilities. This will include landscape and irrigation system design as well as reuse piping design for the irrigation system.
- Iris Well site perimeter wall design.

Eight copies of the preliminary, 90 percent, plans and specifications for the Iris Well site improvements addition to the Appleby design documents will be submitted for review to the City's Engineering and Operations Departments. ANNUAL CONSULTANT shall attend one review meeting that will be conducted to discuss any comments received from the City.

Subtask 3.3 Maricopa County and Development Services Review. One set of the revised Appleby Well Equipping Design set, which will include the Iris Well Site Improvements, plans and specifications will be presented to Maricopa County and the City's Development Services Department for review. ANNUAL CONSULTANT shall attend one review meeting will be conducted to discuss any comments received from the County, if necessary. Also, one review meeting will be conducted to discuss any comments received from the City's Development Services Department. The plans and specifications will be updated accordingly based on the review comments.

****NOTE:** It is assumed that the City of Chandler will pay all review fees directly. For MCESD, ANNUAL CONSULTANT will coordinate the check request.

Subtask 3.4 Preparation of 100% Plans and Specifications. The final 100% plans and specifications will be prepared including incorporation of the City and County comments. The 100% plans shall include the following detailed design;

- Appleby Well design modifications required by the County and Development Services Department
- Iris Well site civil grading and drainage design.
- Iris Well site landscaping services as required supporting the design of the proposed facilities. This will include landscape and irrigation system design as well as reuse piping design for the irrigation system.
- Iris Well site perimeter wall design.

One (1) reproducible set of plans and specifications will be submitted on mylar to the City for preparation of bid sets.

TASK 4.0 BID SERVICES

Subtask 4.1 Pre-Bid Conference. ANNUAL CONSULTANT shall attend the pre-bid conference to answer bidder questions pertaining to the Contract Documents.

Subtask 4.2 Questions. ANNUAL CONSULTANT shall receive and respond to bidder inquiries after the pre-bid conference.

Subtask 4.3 Prior Approval Review / Addenda. ANNUAL CONSULTANT shall review equipment submittals presented for prior approval (according to the City's requirements) and prepare addenda required to clarify or modify the Contract Documents.

Subtask 4.4 Attend Bid Opening. ANNUAL CONSULTANT shall attend the bid opening, review bids, and make recommendation for award.

**EXHIBIT B
FEE SCHEDULE**

CONSTRUCTION COST ESTIMATE:		\$1,100,000
ASCE CURVE A:		7.5%
ASCE CURVE NO:	0.075 x \$1,100,000 =	\$ 82,500
ESCALATOR:	1.3145 x \$82,500 =	\$ 108,448

BASIC SERVICES

1.1	Kick-Off Meeting/Meetings	\$ 700
1.2	Data Collection and Review (Iris Well)	\$ 1,660
2.1	Conceptual Site Layout & Pipe Alignments (Iris Well)	\$ 1,610
2.2	Drainage Report (Iris Well Site & Update Appleby Well)	\$ 4,830
2.3	Preliminary Design Report	\$ -
3.1	60% Construction Documents	\$ -
3.2	90% construction Documents (Iris Well)	\$ 5,020
3.4	Final Submittal (Iris & Minor Updates to Appleby Well)	\$ 3,820
4.1	Pre-bid conference (Iris & Appleby Well)	\$ 590
4.2	Questions / RFI Response (Iris & Appleby Well)	\$ 2,140
4.3	Equipment Prequalification Review / Issue Addenda	\$ 2,980
4.4	Attend Bid Opening (Iris & Appleby Well)	\$ 350
2.0, 3.0	McCloskey Peltz – Landscaping Sub (for Iris Well)	\$ 5,490
3.1, 3.2, 3.4	Structural Design (NSB)	\$ 2,500
	SUBTOTAL – BASIC SERVICES	\$ 31,690

SPECIAL SERVICES

1.3	Topographic Site Survey (for Iris Well)	\$ 1,810
1.4	Topographic Site Survey and Base Sheet Preparation (Iris Well)	\$ 4,830
3.3	MCDES Submittal (Iris and Appleby Well)	\$ -
	Printing Allowance	\$ 1,000
	SUBTOTAL – SPECIAL SERVICES	\$ 9,410

III. TOTAL FEE PROPOSAL

I	BASIC SERVICES	\$ 31,690
II	SPECIAL SERVICES	\$ 9,410
III	TOTAL FEE	\$ 41,100

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: WA0808-202		
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): 2-4-11