



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA11-126**

1. Agenda Item Number: 14
2. Council Meeting Date: April 14, 2011

TO: MAYOR & COUNCIL

3. Date Prepared: March 24, 2011

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Award a project agreement to Wilson Engineers for the design of Tumbleweed Aquifer Storage and Recovery (ASR) Well 8, Project No. WW1101-201, in an amount not to exceed \$74,580.

6. RECOMMENDATION: Staff recommends Council award a project agreement to Wilson Engineers for the design of Tumbleweed Aquifer Storage and Recovery (ASR) Well 8, Project No. WW1101-201, in an amount not to exceed \$74,580.

7. BACKGROUND/DISCUSSION: Aquifer Storage and Recovery (ASR) wells support the reclaimed water distribution system. ASR wells store excess effluent in the upper aquifer when irrigation demands are low. ASR wells are equipped with pump systems and they are capable of pumping stored effluent from the aquifer when irrigation demands are high. There are nine (9) operational ASR wells within Tumbleweed's recharge facility. Well 8 was drilled and capped two years ago and will be used for future equipping. It is located in the Parks and Facility Service Center. This project will design the equipment and piping required to operate this well.

8. EVALUATION: On September 16, 2010, Council approved Contract EN0712-101 to Wilson Engineers for design, drilling, and construction management services for ASR wells. Staff has reviewed the scope of work, billing rates, and total fee for the project, compared them to historical costs, and has determined they are reasonable.

9. FINANCIAL IMPLICATIONS:

Cost: \$74,580
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>
615.3910.0000.6817.7WW189	WW Operating	Effluent Reuse - Storage & Recovery Wells	FY 06-07	\$74,580

10. PROPOSED MOTION: Move Council award a project agreement to Wilson Engineers for the design of Tumbleweed Aquifer Storage and Recovery (ASR) Well 8, Project No. WW1101-201, in an amount not to exceed \$74,580, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Project Agreement and Location Map

APPROVALS

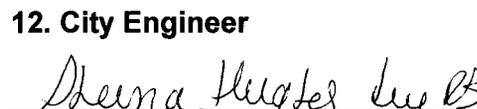
11. Requesting Department


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

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

AGREEMENT NO: WW1101-201

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 Tumbleweed ASR Well #8 Equipping Design, Project Number WW1101-201. The scope of work consists of preparing a design to equip a new above ground aquifer, storage, and recovery (ASR) well at the City's Tumbleweed Recharge Facility, 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 Seventy Four Thousand Five Hundred Eighty Dollars (\$74,580) 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:

MAYOR 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
9833 S. 48th St., Ste. 290
Phoenix, AZ 85044-6658

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 equip a new above ground aquifer, storage, and recovery (ASR) well at the City's Tumbleweed Recharge Facility. The well was previously drilled and tested under a separate contract. The attached Figure 1 indicates the proposed layout of ASR Well No. 8. The new well will be connected to the Facility's existing communication system. The primary power feeding the new well will be from an existing motor control center located within ASR Well No. 1 Site which has been planned to accommodate the new well.

The Tumbleweed Recharge Facility ASR Well No. 8 Equipping Project Scope of Services will consist of design, preparation of contract documents, and bid services. No post design services are included at this time. ANNUAL CONSULTANT shall provide the following major facility components in the design:

- Design of new above ground ASR well including vertical turbine pump and motor.
- Recharge Flow Control Valve (RFCV) at the well. Compressed air and nitrogen used to actuate the RFCV will be connected from an existing adjacent well site.
- Well discharge piping, valves, magnetic flow meter, and appurtenances to connect the well to the Facility's existing purge and recharge piping system.
- Shade canopy structure located within ASR Well No. 1 Site to cover the secondary electrical equipment and PLC equipment within an air conditioned cabinet.
- Instrumentation and pump controls including coordination with the City's SCADA system. This will include expanding the existing Tumbleweed Recharge Facility communication system for ASR Well No. 8.
- Detailed survey of the area to be disturbed as indicated within Figure 1.
- Provide construction documents to be used by the City to bid and construct the project.

Specific services not included in this Scope are as follows:

- Geotechnical services. The geotechnical investigation completed for the adjacent Park Maintenance Facility will be utilized.
- No services are provided to modify the existing Underground Storage Facility (USF) Permit and Water Storage (WS) Permit from the Arizona Department of Water Resources (ADWR). The permits have been or will be modified via a separate contract.
- No services are provided to modify the existing Aquifer Protection Permit (APP) from the Arizona Department of Environmental Quality (ADEQ). The permit has been or will be modified via a separate contract.
- Landscaping and irrigation design services. It is assumed that landscape design services will not be required for this project, therefore not included in the scope of services.
- Construction Phase Engineering Services. It is assumed that a separate contract will be executed to define the Scope and Budget for any Engineering Services during Construction as desired by the City for this project.

ANNUAL CONSULTANT shall provide the engineering services under this Project as follows:

TASK 1.0 PRELIMINARY DESIGN

Subtask 1.1 Data Collection and Review. Collect and review background information including:

- Tumbleweed Recharge Facility As-Builts identifying existing ASR wells, piping, electrical, etc.
- Buried facility maps from other utilities in the project area.
- City's Park Maintenance Facility As-Builts (provided by the City).

Subtask 1.2 Site Survey. Perform a field survey of the area to be disturbed as indicated in Figure 1.

Subtask 1.3 Utility Investigations/Meetings. Contact all of the utility companies with existing or planned utilities within the project area. ANNUAL CONSULTANT shall obtain drawings of the utilities and incorporate those drawings into the construction drawings for this project. An allowance is included for potholing and surveying exact locations of potential underground utility conflicts. This task also includes submitting the 90% submittal to the utility companies for review and comment. Attend one (1) utility coordination meeting with the City and other utilities representatives.

Subtask 1.4 Design Basis Report / 30% Design. Prepare a design report for submittal to the City. Based on the available data, site investigations, and the City's design standards, ANNUAL CONSULTANT shall prepare a design report for Tumbleweed Well No. 8. The report will include the following information:

- Design criteria and standards for pipelines, pumps, structures, and other critical items of equipment.
- Equipment preferences
- Operating and control strategies
- Preliminary P&ID's
- Estimated site power requirements
- Preliminary construction cost estimate
- Identification of any additional design issues and recommendations

ANNUAL CONSULTANT shall submit six (6) copies of the Design Basis Report for review. ANNUAL CONSULTANT shall conduct a review meeting to discuss comments on the Design Basis Report. ANNUAL CONSULTANT shall prepare a final copy of the report to incorporate the comments received. ANNUAL CONSULTANT shall distribute six (6) copies of the Final Design Report.

TASK 2.0 CONTRACT DOCUMENT PREPARATION

Subtask 2.1 Preparation of 60% Plans. Prepare preliminary (60%) construction documents (plans only) for the ASR well site. The 60% plans shall include the following detailed design areas for the ASR well site:

- Civil: Site plan and piping locations.
- Mechanical: Constant speed above ground well pumps, recharge flow control valve, discharge piping, valves, and piping appurtenances.
- Electrical and Instrumentation: Preliminary Process & Instrumentation Diagrams.

ANNUAL CONSULTANT shall submit five copies of the preliminary 60% plans for review to the City's Engineering and Operations Department. ANNUAL CONSULTANT shall conduct one review meeting to discuss any comments received from the City.

Subtask 2.2 Preparation of 90% Plans and Specifications (Agency Review Set). Prepare preliminary (90%) construction documents including plans and specifications. The plans shall incorporate the comments received on the 60% submittal. ANNUAL CONSULTANT shall submit six (6) copies of the 90% plans and specifications for review. ANNUAL CONSULTANT shall prepare an Engineer's Opinion of Probable Costs based upon the 90% plans and specifications. ANNUAL CONSULTANT shall conduct a review meeting with the City to review and discuss all comments received on the 90% Plans.

Subtask 2.3 Preparation of 100% Plans and Specifications. ANNUAL CONSULTANT shall prepare the final 100% plans and specifications incorporating City's and MCESD's comments. ANNUAL CONSULTANT shall prepare one (1) reproducible set of plans and specifications to produce the construction sets.

TASK 3.0 PERMITTING SERVICES

Subtask 3.1 Maricopa County Environmental Service Departments. ANNUAL CONSULTANT shall submit one set of the agency review plans and specifications to the Maricopa County Environmental Services Department for non-expedited review to obtain the Approval to Construct. ANNUAL CONSULTANT shall conduct one review meeting to discuss any comments received from the County.

Subtask 3.2 City of Chandler. ANNUAL CONSULTANT shall submit and meet with the City of Chandler Development Services for their approval.

** Note: The MCESD non-expedited review fee for a recharge well is included within this scope of services. The City permit fees are not included within this scope of services.

TASK 4.0 BID SERVICES

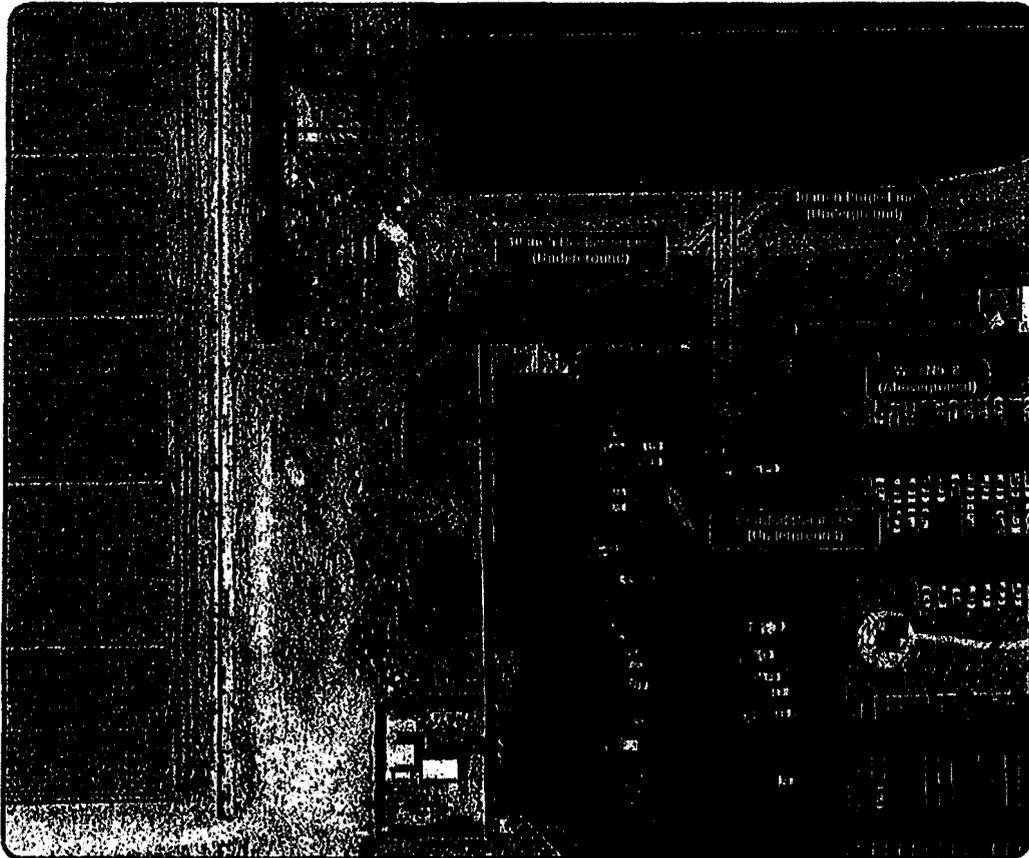
Subtask 4.1 Pre-Bid Conference. Attend the pre-bid conference to answer bidder questions pertaining to the Contract Documents.

Subtask 4.2 Questions. Receive and respond to bidder inquires after the pre-bid conference.

Subtask 4.3 Prior Approval Review / Addenda. 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 the Bid Opening. Attend the bid opening, review bids, and make recommendation for award.

Figure 1. Tumbleweed ASR Well No. 8



**EXHIBIT B
FEE SCHEDULE**

TASK No.	TASK DESCRIPTION	Staff Hours					TOTAL HOURS	Labor COST
		Principal E-7 \$ 195	Project Manager E-6 \$ 150	Project Engineer E-4 \$ 125	CADD Tech T-3 \$ 70	Clerical A-3 \$ 65		
Task 1.0 - Preliminary Design								
1.1	Data Collection and Review		4	12			16	\$ 2,100
1.2	Site Survey		2	4			6	\$ 800
1.3	Utility Investigation/Meetings		8	24			32	\$ 4,200
1.4	Design Basis Report	2	16	40	16	8	82	\$ 9,430
Subtotal - Design Development		2	30	80	16	8	136	\$ 16,530
Task 2.0 - Contract Document Preparation								
2.1	60% Construction Documents		24	48	24	8	104	\$ 11,800
2.2	90% Construction Documents	2	48	80	32	8	170	\$ 20,350
2.3	Final Submittal	2	16	32	16	8	74	\$ 8,430
Subtotal - Final Design		4	88	160	72	24	348	\$ 40,580
Task 3.0 - Permitting Services								
3.1	MCESD Approval to Construct		4	8			12	\$ 1,600
3.2	City of Chandler Permit		8	16			24	\$ 3,200
Subtotal - Preliminary Design		0	12	24	0	0	36	\$ 4,800
Task 4.0 - Bid Services								
4.1	Pre-Bid Conference		2	4			6	\$ 800
4.2	Questions	2	4	8		4	18	\$ 2,250
4.3	Prior Approval Review / Issue Addenda		4	8	8	4	24	\$ 2,420
4.4	Attend the Bid Opening / Make Recommendation		2	4			6	\$ 800
Subtotal - Bid Services		2	12	24	8	8	54	\$ 6,270
Subtotal - Labor Summary		8	142	288	96	40	574	\$ 68,180

II. Other Direct Costs

Task No(s)	Expense Description	Unit	Total Units	Cost / Unit	Total
1.2	Surveying Services	LS	1	\$ 3,750	\$ 3,750
1.3	Potholing Services	EA	4	\$ 600	\$ 2,400
3.1	Maricopa County Env. Service Fees (Not Expedited)	LS	1	\$ 250	\$ 250
Subtotal - Other Direct Costs					\$ 6,400

III. TOTAL FEE PROPOSAL

I	LABOR SUMMARY	\$ 68,180
II	OTHER DIRECT COSTS	\$ 6,400
III	TOTAL FEE	\$ 74,580

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: CS1101-201		
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): 3-18-11