



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA11-127**

1. Agenda Item Number:

15

2. Council Meeting Date:
April 14, 2011

TO: **MAYOR & COUNCIL**

3. Date Prepared: March 23, 2011

THROUGH: **CITY MANAGER**

4. Requesting Department: Municipal Utilities

5. **SUBJECT:** Award project agreement to Carollo Engineers for Pecos McQueen Lift Station Pump Performance Analysis, Project No. WW1020-101, in an amount not to exceed \$32,235.

6. **RECOMMENDATION:** Staff recommends Council award a project agreement to Carollo Engineers for Pecos McQueen Lift Station Pump Performance Analysis, Project No. WW1020-101, in an amount not to exceed \$32,235

7. **BACKGROUND/DISCUSSION:** Staff observed and documented a steady decline in pump performance at the Pecos McQueen lift station. A portion of sewer flows were diverted away until an evaluation and review of the existing pumps is completed. This project will review the pump and lift station design and recommend options to correct the existing issues and increase reliability of the pump station.

8. **EVALUATION:** On September 16, 2010, Council approved Contract EN0718-101, with Carollo Engineers for permitting, study, and design services for water/wastewater facilities. Staff reviewed the scope of work, billing rates, and total fee for the project, compared them to historical costs, and determined they are consistent and reasonable.

9. **FINANCIAL IMPLICATIONS:**

Cost: \$32,235
Savings: N/A
Long Term Costs: N/A

Fund Source:

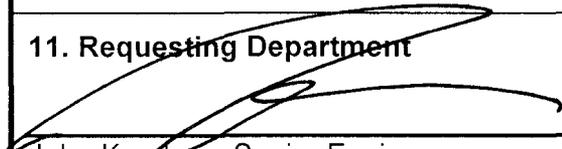
<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
615.3910.0000.5219.6WW266	Wastewater Operating	Sewer Assessment and Rehabilitation	FY 05/06	\$32,235

10. **PROPOSED MOTION:** Move Council award a project agreement to Carollo Engineers for Pecos McQueen Lift Station Pump Performance Analysis, Project No. WW1020-101, in an amount not to exceed \$32,235, and authorize the Mayor to sign the contract documents.

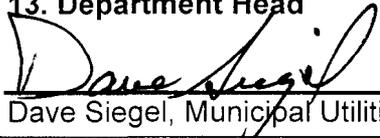
ATTACHMENTS: Contract and Location Map

APPROVALS

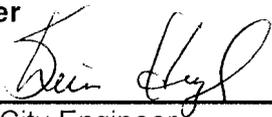
11. Requesting Department


John Knudson, Senior Engineer

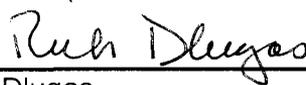
13. Department Head


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. EN0718-101**

AGREEMENT NO: WW1020-101

This AGREEMENT is made this 4th day of March 2011, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and **Carollo Engineers, a corporation in the State of Arizona** (hereinafter referred to as "Annual Consultant") and is a project agreement entered into pursuant to Annual Contract No. EN0718-101.

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

ARTICLE 1. DESCRIPTION OF WORK

This project is Pecos McQueen Lift Station Pump Performance Analysis, Project Number WW1020-101. The scope of work consists of analyzing pump performance at the Pecos McQueen Sewer Lift Station, 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 Thirty Two Thousand Two Hundred Thirty Five Dollars (\$32,235) determined and payable as set forth in Annual Contract EN0719-101 and Exhibit B attached hereto and made a part hereof by reference.

ARTICLE 3. CONTRACT TIME

The contract time is Sixty days and Annual Consultant agrees to complete all work within Sixty (60) days of the date CITY issues a Notice to Proceed.

ARTICLE 4. GENERAL

This Project Agreement is entered into pursuant to Annual Contract No. EN0718-101 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: Robert F. Buss 3/4/11
Title: ASSOCIATE VICE-PRESIDENT

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

ADDRESS FOR NOTICE
Mr. Rob Buss
Carollo Engineers
3033 N. 44th St., Ste. 101
Phoenix, AZ 85018

APPROVED AS TO FORM:

Phone: 602-263-9500
Fax: 602-266-1422

ATTEST: City Attorney By: [Signature]

City Clerk

**EXHIBIT A
SCOPE OF WORK**

ANNUAL CONSULTANT shall provide professional services related to analyzing the pump performance of the Pecos McQueen Sewer Lift Station as more specifically identified below:

General Background

The CITY has noticed a dramatic decline of performance in three out of the four pumps at the lift station and external work was recently completed to divert more flow to the site. In order to increase the reliability and justify further spending, a thorough examination of the pump performance is required. The work to be performed for the project consists of the following three types of services:

- | | | |
|----|--|-------------|
| 1) | Project Management Services | Section 100 |
| 2) | Lift Station Performance Analysis | Section 200 |
| 3) | Presentation of Findings and Recommendations | Section 300 |

The following assumptions are considered inclusive to this Scope of Work:

- The wet well at the Pecos McQueen Lift Station is cleaned of all debris prior to conducting the field tests.
- Up to two (2) field trips are allocated for testing.
- CITY shall manually operate the pumps, as required, to assist ANNUAL CONSULTANT during the field tests.
- No additional equipment is necessary to perform the field tests.
- CITY will provide Pump curves to ANNUAL CONSULTANT.

SECTION 100 - PROJECT MANAGEMENT SERVICES

The effort associated with this task includes directing the activities of the project team members, regularly monitoring the progress of the work and the budget, communicating with the CITY regularly through email, telephone, meetings, site visit reports, and monitoring and updating the project schedule.

SECTION 200 – LIFT STATION PERFORMANCE ANALYSIS

ANNUAL CONSULTANT shall gather data relating to the existing pumps and installation at the site such as pump curves and locations of valves downstream of the site. This information shall be used to develop a hydraulic profile of the discharge route.

ANNUAL CONSULTANT will perform the following tasks, as a minimum:

- One (1) site visit to plan for the field tests and prepare a field test plan.
- Up to two (2) field tests to document pump performance and collect data.
- Preparation of a Draft Analysis Report for review by the CITY
- Preparation of a Final Analysis Report. This report will include findings, recommendations and an estimate of construction cost.

SECTION 300 – PRESENTATION OF FINDINGS AND RECOMMENDATIONS

ANNUAL CONSULTANT shall prepare and present the findings of the pump performance report at a meeting with the CITY stakeholders.

**EXHIBIT B
FEE SCHEDULE**

Task Description/Labor Classifications		Sr Prof	Lead Proj Prof	Prof	Asst Prof	Tech	Clerical	SUBTOTALS
2008 / 2009 Hourly Rates		\$210	\$195	\$160	\$135	\$95	\$70	
Task 100 Project Management Services								\$4,620
1.1	Project Management	1	8	2	0	0	0	11
1.2	Coordinate field tests	0	2	10	4	0	0	16
Subtotal Task 100		1	10	12	4	0	0	27
Task 200 Lift Station Performance Analysis								\$24,465
2.1	Data gathering (ARV, pump data)	0	0	6	4	0	0	10
2.2	Discharge profile	0	0	4	2	0	0	6
2.3	Site visits to plan field test	0	6	6	6	0	0	18
2.4	Preparation of field test plan	0	2	6	4	0	4	16
2.5	Field tests (2)	0	6	16	16	0	0	38
2.6	Draft Pump Performance Report	1	6	16	20	2	8	53
2.7	Final Pump Performance Report	2	4	8	6	1	4	25
Subtotal Task 200		3	24	62	58	3	16	166
Task 300 Presentation of Findings								\$3,150
3.1	Project Meeting	1	6	6	6	0	0	19
Subtotal Task 300		1	6	6	6	0	0	19
Total Labor Hours		5	40	80	68	3	16	212
Total Labor Cost		\$1,050	\$7,800	\$12,800	\$9,180	\$285	\$1,120	\$32,235

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: WW1020-101		
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: ROBERT F. BUSS

Title: ASSOCIATE VICE-PRESIDENT

Date (month/day/year): 3/4/11