



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA12-030**

1. Agenda Item Number:
13
2. Council Meeting Date:
September 8, 2011

TO: MAYOR & COUNCIL

3. Date Prepared: August 19, 2011

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Award a project agreement to Dibble and Associates Consulting Engineers, Inc. for Water Transmission Jumper Pipe Construction Management Services, Project No. WA0905-451, in an amount not to exceed \$35,970, pursuant to Annual Contract EN1003-102.

6. RECOMMENDATION: Staff recommends Council award a project agreement to Dibble and Associates Consulting Engineers, Inc. for Water Transmission Jumper Pipe Construction Management Services, Project No. WA0905-451, in an amount not to exceed \$35,970, pursuant to Annual Contract EN1003-102.

7. BACKGROUND/DISCUSSION: This project includes construction management, inspection and permitting for improvements to the City's water transmission main network. The improvements will extend the water transmission main system to the Lindsay Water Production Facility, located just south of the Riggs Road and Lindsay Road intersection. This transmission main system distributes water from the Pecos Surface Water Treatment Plant and Santan Vista Surface Water Treatment Plant to the City's Zone 2 storage reservoirs in southeast Chandler.

The project includes pipe modifications at four locations: the intersections of Riggs Road and Gilbert Road, Riggs Road and Mountain Boulevard, Riggs Road and Lindsay Road, and Gilbert Road at the Cooper Commons Reservoir and Booster Pump Station.

8. EVALUATION: On May 26, 2011, Council approved Annual Contract EN1003-102 to Dibble and Associates Consulting Engineers, Inc. for permitting, assessment, and design of water and wastewater facilities. 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:	\$35,970
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>
601.3820.0000.6712.8WA076	Water Bond	Transmission Mains	FY 07/08	\$35,970

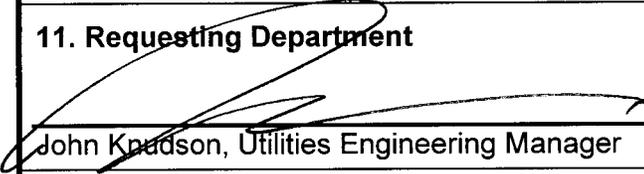
10. PROPOSED MOTION: Move Council award a project agreement to Dibble and Associates Consulting Engineers, Inc. for Water Transmission Jumper Pipe Construction Management Services, Project No. WA0905-451, in an amount not to exceed \$35,970, pursuant to Annual Contract EN1003-102, and authorize the Mayor to sign the contract documents.

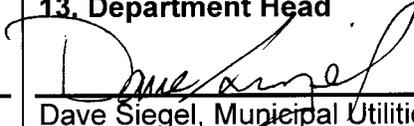
ATTACHMENTS: Location Map, Project Agreement

APPROVALS

11. Requesting Department

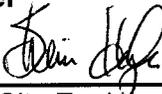
13. Department Head


John Knudson, Utilities Engineering Manager


Dave Siegel, Municipal Utilities Director

12. City Engineer

14. City Manager


Sheina Hughes, City Engineer


Rich Dlugas

**PROJECT AGREEMENT
PURSUANT TO ANNUAL CONTRACT NO. EN1003-102**

AGREEMENT NO: WA0905-451

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. EN1003-102.

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 Transmission Jumper Pipe Construction Management Services, Project Number WA0905-451. The scope of work consists of construction management services related to the installation of water transmission jumper pipes on Riggs, 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 Five Thousand Nine Hundred Seventy Dollars (\$35,970) determined and payable as set forth in Annual Contract EN1003-102 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. EN1003-102 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: Steven E. Red
Title: CEO

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

City Attorney By: [Signature]

ATTEST: _____
City Clerk

EXHIBIT A SCOPE OF WORK

The City of Chandler proposes to construct improvements to its water transmission main network with the goal of creating a low pressure water transmission main system to distribute water from the San Tan Vista surface water treatment plant to the City's network of storage reservoirs. The proposed improvements have been designed and identified in the construction documents for Project No. WA0905-201, dated May 27, 2011.

Under the current task order, ANNUAL CONSULTANT will provide construction phase services, construction administration and limited construction observation services for the construction of the proposed improvements.

This project will be completed in accordance with the following scope of work tasks:

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 the 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 four (4) weeks of construction activities plus an additional four (4) weeks of preconstruction and four (4) weeks of post construction activities.

Construction phase services will include the following tasks:

Task 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: Construction Meetings

ANNUAL CONSULTANT will attend and conduct one (1) 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 bi-weekly construction meetings. 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 three (3) periodic construction meetings are anticipated.

Task 3: Construction Observation

ANNUAL CONSULTANT shall provide periodic construction 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. Twenty percent (corresponding to approximately one day per week) construction observation effort is assumed for this project.

The project inspector will prepare construction observation reports documenting observed Contractor activities, materials, processes and procedures being employed at the time of the observation.

ANNUAL CONSULTANT assumes that the City Engineering Department will provide supplemental inspection services to verify compliance with provisions of the City Right of Way permit. ANNUAL CONSULTANT's inspector will coordinate inspection efforts with City inspector.

Task 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 submittals.

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 fifteen (15) 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 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 two (2) Requests for Information or Work Change Directives.

Task 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 shall not provide field survey or location of improvements necessary for record drawing preparation.

Task 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, Dibble will provide the City with copies of all project documents.

Deliverables

Task 1: Construction Administration: (1) copy of all project correspondence (electronic and paper)

Task 2: Construction Meetings: (1) copy of all meeting minutes (electronic and paper)

Task 3: Construction Observation: (1) copy of all construction observation reports (electronic and paper)

Task 4: Shop drawings and Submittals: (1) copy of all shop drawings and submittals (electronic and paper)

Task 5: Requests for Information / Work Change Directives:

(1) copy of all RFI's and/or Work Change Directives (electronic and paper)

Task 6: Record Drawings:

(1) set 24"x36" bond

(1) set 24"x36" 4-mil Mylar

(1) set electronic files (.dwg, .dwf, and .pdf format)

Schedule

It is assumed that the total duration of the project will not exceed 16 weeks, including contractor procurement/negotiation, preconstruction services, construction activities and post construction services, and that all work will be completed by December 31, 2011.

Direct Expenses

The City will reimburse direct expenses as described below:

- 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

An allowance is provided for materials testing during construction. ANNUAL CONSULTANT shall subcontract the services of a qualified materials testing company, subject to approval of the City, to 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.

Material testing will be performed at the frequency requested by the City, and will be invoiced on a time and materials basis based on approved services rendered. 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 Engineer	Project Engineer	CAD Technician	Construction Inspector	Admin Assistant	Total Task Hours	Total Task Fee
1 Construction Administration	16		32				2	50	\$ 6,322
2 Construction Meetings	8		16				4	28	\$ 3,308
3 Construction Observation			16			40	4	60	\$ 6,012
4 Submittals and Shop Drawings	2	2	16	8			2	30	\$ 3,608
5 Requests for Information / Work Change Directives	2	2	8	4	8		2	26	\$ 2,772
6 Record Drawing Preparation	2		4	8	8			22	\$ 2,402
7 Project Acceptance and Closeout	4		16	4			2	26	\$ 3,146
Total Direct Labor Hours:	34	4	108	24	16	40	16	242	
Total Fee	\$ 4,658	\$ 504	\$ 13,608	\$ 2,904	\$ 1,312	\$ 3,800	\$ 784		\$ 27,570

DIRECT COSTS	Unit	Cost/Unit	No. of Units	Total
Reproduction/Plotting/Mylers	At Cost	\$ 150	1	\$ 150
				\$ -
Subtotal, Direct Costs				\$ 150

ALLOWANCE ITEMS	Unit	Cost/Unit	No. of Units	Total
ALLOWANCE: Materials Testing	At Cost	\$ 7,000	1	\$ 7,000
ALLOWANCE: Owner's Allowance	Allowance	\$ 1,000	1	\$ 1,000
Subtotal, Direct Costs				\$ 8,000

Fee Summary

Dibble Engineering Labor:	\$ 27,570
Direct Costs:	\$ 400
Allowances:	\$ 8,000
Total =	\$ 35,970

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.

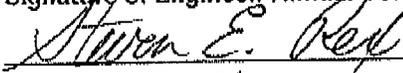
By completing and signing this form the Engineer/Annual Consultant shall attest that it and all subconsultants performing work under the cited contract meet all conditions contained herein.

Project Number: WA0905-451		
Name (as listed in the contract):		
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): 9/7/11