



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA12-123**

1. Agenda Item Number:
28
2. Council Meeting Date:
January 26, 2012

TO: MAYOR & COUNCIL
THROUGH: CITY MANAGER

3. Date Prepared: January 9, 2012

4. Requesting Department: Municipal Utilities

5. SUBJECT: Report staff approved Contract Amendment No. 1 in the amount of \$12,936 and award Contract Amendment No. 2 to Wilson Engineers for the South Chandler Sewer Line Expansion, Project No. WW1009-201, in an amount not to exceed \$96,180 for a revised total contract amount not to exceed \$320,246, contingent upon written notification from Intel and appropriate funding.

6. RECOMMENDATION: Staff recommends Council accept staff approved Contract Amendment No. 1 in the amount of \$12,936 and award Contract Amendment No. 2 to Wilson Engineers for the South Chandler Sewer Line Expansion, Project No. WW1009-201, in an amount not to exceed \$96,180 for a revised total contract amount not to exceed \$320,246, contingent upon written notification from Intel and appropriate funding.

7. BACKGROUND/DISCUSSION: This project will provide design services for a new large diameter gravity relief sewer line that will convey planned flows from Intel to the Ocotillo Water Reclamation Facility. Additional capacity is required due to an expected increase in industrial wastewater flows.

The additional design effort covered by this amendment is necessary due to a redefinition in the wastewater characteristics from Intel requiring modification to the South Chandler Sewer Line design to accommodate these characteristics.

8. EVALUATION: On August 13, 2009 Council approved an extension to existing contract EN0712-101 to Wilson Engineers 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:	\$211,130	Original Contract
	\$ 12,936	Amendment No. 1 (Staff Approved)
	<u>\$ 96,180</u>	Amendment No. 2
	\$320,246	Total
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>
615.3910.5219.6WW022	Wastewater Operating	Water Reclamation Facility Expansion	Yes	\$96,180

10. PROPOSED MOTION: Move Council approve staff approved Contract Amendment No. 1 in the amount of \$12,936 and award Contract Amendment No. 2 to Wilson Engineers for the South Chandler Sewer Line Expansion, Project No. WW1009-201, in an amount not to exceed \$96,180 for a revised total contract amount not to exceed \$320,246, contingent upon written notification from Intel and appropriate funding, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map, Contract Amendment

APPROVALS

11. Requesting Department


John Knudson, Utilities Engineering Manager

12. City Engineer

Women's Unit for 5/11
Sheina Hughes, City Engineer

13. Department Head

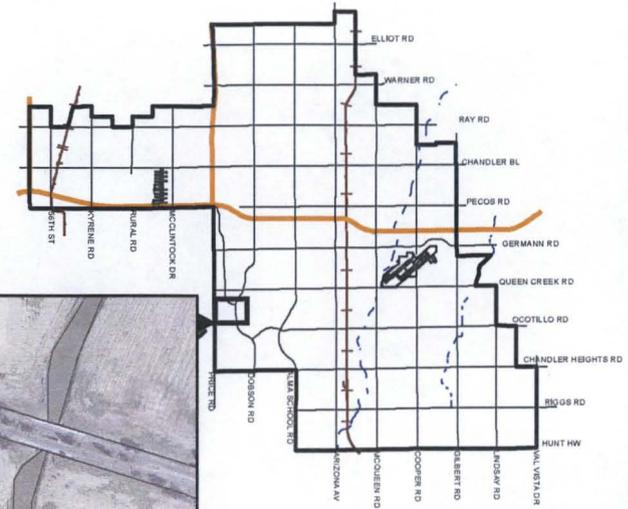

Dave Siegel, Municipal Utilities Director

14. City Manager


Rich Dlugas



SOUTH CHANDLER SEWER LINE EXPANSION PROJECT NO. WW1009-201



MEMO NO. CA12-123

 PROJECT AREA



NTS
ChenGIS



Chandler Arizona

AMENDMENT NUMBER 2
TO PROJECT AGREEMENT NO.: WW1009-201
PURSUANT TO ANNUAL CONTRACT NO.: EN0712-101

Project Name: South Chandler Sewer Line Expansion
Project No.: WW1009-201

The City of Chandler (CITY) and Wilson Engineers, entered into an Annual Contract No. EN0712-101, dated August 13, 2009. Pursuant to this Annual Contract the parties entered into a Project Agreement dated July 29, 2010. This Amendment No. 2 to that certain Project Agreement between the City Of Chandler (CITY) and Wilson Engineers, for South Chandler Sewer Line Expansion is entered into this ____ day of _____, 2012.

WHEREAS the parties have determined that it is necessary and desirable for ANNUAL CONSULTANT to perform additional services for CITY;

NOW THEREFORE, the parties agree as follows:

1. Article 1, of the above referenced Agreement, is hereby; amended by adding additional scope of work described in more detail in Exhibit A attached hereto and incorporated herein by reference.
2. Article 2, of the above referenced Agreement, is hereby; amended by increasing the total contract price by an amount not to exceed the sum of Ninety Six Thousand One Hundred Eighty dollars, (\$96,180) for a total Contract Price not to exceed the sum of Three Hundred Twenty Thousand Two Hundred Forty Six dollars (\$320,246) of all payable in accordance with Exhibit B, attached hereto and incorporated herein by reference.
3. Article 3 of the above referenced Agreement is hereby amended by increasing the Contract Time by Three Hundred Ninety (390) days for a total Contract Time of Six Hundred (600) days from the original Notice to Proceed date.
4. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this ____ day of _____, 2012.

CITY OF CHANDLER:

ANNUAL CONSULTANT:

By: _____

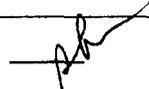
By: _____

MAYOR Date

Title:

APPROVED AS TO FORM:

ATTEST: (If corporation)

City Attorney by: 

Secretary

ATTEST: _____

WITNESS: (If Individual or Partnership)

City Clerk

SEAL

Jan 18, 2012 3:59AM

No. 0649 P. 4



Chandler Arizona

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TO PROJECT AGREEMENT NO.: WW1009-201
PURSUANT TO ANNUAL CONTRACT NO.: EN0712-101

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IN WITNESS WHEREOF, the parties have hereunto subscribed their names this ____ day of _____, 2012.

CITY OF CHANDLER:

By: _____
MAYOR Date

APPROVED AS TO FORM:

City Attorney by: _____
ATTEST:

City Clerk

ANNUAL CONSULTANT:

By: _____
Title:

ATTEST: (If corporation)

Secretary

WITNESS: (If Individual or Partnership)

SEAL

Amendment No. 2 cont.

Project No. WW1009-201

THESE CHANGES RESULT IN THE FOLLOWING ADJUSTMENTS OF CONTRACT PRICE AND TIME

ORIGINAL CONTRACT AMOUNT	\$ 211,130
CURRENT CONTRACT PRICE PRIOR TO THIS AMENDMENT (Including previous amendments)	\$ 224,066
NET INCREASE / DECREASE (Resulting from this amendment)	\$ 96,180
REVISED CONTRACT PRICE (Including this amendment)	\$ 320,246
AMENDMENT PERCENTAGE (Of original contract price)	<u>46%</u>
CONTRACT TIME PRIOR TO THIS AMENDMENT (Including previous amendments)	210 (Days or Date)
NET INCREASE/DECREASE (Resulting from this amendment)	390 (Days or Date)
REVISED CONTRACT TIME (Including this amendment)	600 (Days or Date)
THIS AMENDMENT No. _____	Does not Require Council Approval: Less than \$30,000* _____
	More than \$30,000 but less than 10% of Contract* _____
THIS AMENDMENT No. <u>2</u>	Requires Council Approval Greater than \$30,000* X
	Greater than 10% of Contract * _____
*Including City Manager approved Amendments	
ORIGINAL CONTRACT COUNCIL DATE: 5/27/10 ITEM NO.:26, if applicable	
COUNCIL APPROVAL: _____ ITEM NO: _____, if applicable	
CITY OF CHANDLER (Date & Name of Owner Dept. verbal approval): <u>John Knudson 1/5/12</u>	

CC: City Clerk User Dept Project Mgr Consultant Project Analyst File

EXHIBIT A SCOPE OF WORK

ANNUAL CONSULTANT shall design re-alignment of the South Chandler Gravity Sewer Design. The gravity sewer line will convey planned flows from Intel to the Ocotillo Water Reclamation Facility. The quantity and characteristics of the flows previously determined as part of the original project shall continue to be the basis for the realignment. The gravity sewer is planned to be a 42-inch diameter sewer with the required number of manholes along the alignment.

Specific Items to be included in the Design:

- Approximately 2,600 lf of 42-inch VCP gravity sewer and associated manholes – approximately half the length of the current design is anticipated to change and the rest of the alignment will remain the same.
- A second junction structure in addition to the proposed junction structure that connects the 42-inch line to the 66-inch gravity sewer line. This structure would have two manually operated gates to allow flows to either the 66-inch gravity line or to the Airport Lift Station.
- Gravity flow meter with signal sent to Chandler and with the capability to split the signal with Intel if so desired. The design of Intel's communication either on Chandler property or Intel's property is not included in the scope of work.
- Automatic Composite Sampler: Design of a new sampling station at the location of the flow meter manhole to obtain a composite sample. It is anticipated to be set up with a submersible pump, piping, composite sampler, and small shade canopy.

In addition, as part of the contract amendment, the City has a requested approximately 1,500 lf of new 36-inch HDPE forcemain design to be added. This new force main will begin at the proposed Airport LS on the Ocotillo WRF Site and this design terminates the 36-inch line at the existing City Fire Training Facility Access Road. At that location, this line will connect with a new 36-inch reclaimed line being designed as part of a separate project.

Specific services not included in this Contract Amendment are as follows:

- Topographic Survey: It is assumed that the detailed topographic survey previously completed for the project can be re-utilized for the new alignment.
- Potholing Services: It is assumed that the potholing effort previously completed for the project can be re-utilized for the new alignment. In the event a new potholing is deemed necessary, it is assumed that the CM@Risk Contractor will provide those services.
- Geotechnical Services: It is assumed that the geotechnical investigation previously completed for the project can be re-utilized for the new alignment.
- 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.

The engineering services to be provided under this Contract Amendment are as follows:

TASK 1.0 PRELIMINARY DESIGN

Subtask 1.5 Update the Design Basis Report / 30% Design. Based on the available data, site investigations, and the City's design standards, ANNUAL CONSULTANT shall update the design report previously completed for the gravity sewer. The ANNUAL CONSULTANT shall update the design report to illustrate the new sewer alignment, flow metering, and new wastewater sampling station, as well as, to document the proposed 36-inch forcemain line alignment for submittal to the City and MCESD. The report will include preliminary 42-inch sewer and 36-inch reclaimed waterline plan sheets (no profile), preliminary construction cost estimate, identification of any additional design issues and recommendations. ANNUAL CONSULTANT will submit six (6) copies of the Updated Design Basis Report for review by the City, CM@Risk, and MCESD. A review meeting will be conducted to discuss comments on the Updated Design Basis Report.

TASK 2.0 CONTRACT DOCUMENT PREPARATION

Preparation of the contract documents will be provided in two Phases under this task. The first phase will consist of the preparation of construction documents for the 42-inch sewer. Phase 2 will consist of the construction documents for the 36-inch reclaimed water line. Two phases are proposed to expedite the 42-inch sewer documents so that the CM@Risk can begin construction as soon as possible. It is assumed that bi-weekly meetings will be provided for coordination with the City to review the status / progress of the project.

Phase 1: 42-inch Gravity Sewer

Subtask 2.2 Revise 90% Plans and Specifications (Agency Review Set). Based on the updated horizontal alignment developed in the 30% task and approved by the City, ANNUAL CONSULTANT shall develop a new Agency Review Set of plans and specifications. The 90% Agency Review Set will indicate the proposed plan and profile of the new 42-inch gravity sewer, the vertical location of all existing and future utility crossings (if known), new flow meter, new wastewater sampling station (complete with submersible pump, piping, composite sampler, and shade canopy), electrical, and document the materials and equipment required for construction. The intent of the set will be to submit to the relevant permitting agencies (MCSED and the City of Chandler), as well as, to present to the CM@Risk for a constructability analysis. 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 the City's, CM@Risk's, and MCESD's comments. One (1) reproducible set of plans and specifications will be prepared to produce the construction sets.

Phase 2: 36-inch Forcemain

Subtask 2.4 Preparation of 90% Plans and Specifications (Agency Review Set). Based on the planned horizontal alignment developed in the 30% task and approved by the City, ANNUAL CONSULTANT shall develop a 90% set of plans and specifications. The 90% Agency Review Set will indicate the proposed plan and profile of the new 36-inch reclaimed water line, the vertical location of all existing or future utility crossings (if known), and document the materials required for construction. The intent of the set will be to submit to the relevant permitting agencies (MCSED and the City of Chandler), as well as, to present to the CM@Risk for a constructability analysis. 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 2.5 Preparation of 100% Plans and Specifications. ANNUAL CONSULTANT shall prepare the final 100% plans and specifications incorporating the City's, CM@Risk's, and MCESD's comments. One (1) reproducible set of plans and specifications will be prepared to produce the construction sets.

TASK 3.0 PERMITTING SERVICES

Permitting Services will be provided in two phases under this task. The first phase will consist of updating the existing MCESD Approval to Construct and the existing City of Chandler Building Permit for the 42-inch gravity sewer. Phase 2 will consist of submitting the 36-inch forcemain to MCESD for Approval to Construct and to the City of Chandler for the building permit. Two phases are proposed to expedite the 42-inch sewer documents so that the CM@Risk can begin construction as soon as possible.

NOTE: An allowance of \$2,560 has been included for MCESD expedited review fees. This is based on an assumption of \$1,280 for each pipeline (or normal review fee of \$640 x 2 for expedited review).

Phase 1: 42-inch Gravity Sewer

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 expedited review of the 42-inch gravity sewer to update the existing 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 will submit and meet with the City of Chandler Development Services to discuss the proposed alignment changes to acquire a new approval.

Phase 2: 36-inch Forcemain

Subtask 3.3 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 expedited review to obtain the Approval to Construct for the 36-inch Forcemain. ANNUAL CONSULTANT shall conduct one review meeting to discuss any comments received from the County.

Subtask 3.4 City of Chandler. ANNUAL CONSULTANT will submit and meet with the City of Chandler Development Services to acquire their approval.

**EXHIBIT B
FEE SCHEDULE**

I. LABOR SUMMARY

TASK No.	TASK DESCRIPTION	Wilson Engineers Staff Hours					TOTAL HOURS	Wilson Labor COST
		Principal E-7 \$ 195	Sr Project Engineer E-5 \$ 150	Project Engineer E-4 \$ 125	CADD Tech T-3 \$ 70	Clerical A-3 \$ 65		
Task 1.0 - Preliminary Design								
1.5	Design Basis Report	4	36	16	24	8	88	\$ 10,380
Subtotal - Design Development		4	36	16	24	8	88	\$ 10,380
Task 2.0 - Contract Document Preparation								
2.2	Phase 1 - 90% Construction Documents	4	48	84	92	36	264	\$ 27,260
2.3	Phase 1 - Final Submittal	2	16	24	40	16	98	\$ 9,630
2.4	Phase 2 - 90% Construction Documents	4	52	80	48	16	200	\$ 22,980
2.5	Phase 2 - Final Submittal	2	24	24	24	16	90	\$ 9,710
Subtotal - Final Design		12	140	212	204	84	652	\$ 69,580
Task 3.0 - Permitting Services								
3.1	Phase 1 - MCESD Approval to Construct	2	8				10	\$ 1,590
3.2	Phase 1 - City of Chandler Permit	2	4				6	\$ 990
3.3	Phase 2 - MCESD Approval to Construct	2	8				10	\$ 1,590
3.4	Phase 2 - City of Chandler Permit	2	4				6	\$ 990
Subtotal - Preliminary Design		8	24	0	0	0	32	\$ 5,160
Subtotal - Wilson Labor Summary		24	200	228	228	92	772	\$ 85,120

II. Other Direct Costs

Task No	Expense Description	Unit	Total Units	Cost / Unit	Total
2.0	Structural Engineering Services	LS	1	\$ 8,500	\$ 8,500
3.1 / 3.3	Maricopa County Env. Service Fees Allow ance	LS	1	\$ 2,560	\$ 2,560
Subtotal - Other Direct Costs					\$ 11,060

III. TOTAL FEE PROPOSAL

I	LABOR SUMMARY	\$ 85,120
II	OTHER DIRECT COSTS	\$ 11,060
III	TOTAL FEE	\$ 96,180