



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA13-066**

1. Agenda Item Number:
41
2. Council Meeting Date:
December 13, 2012

TO: MAYOR & COUNCIL
THROUGH: CITY MANAGER

3. Date Prepared: November 27, 2012

4. Requesting Department: Municipal Utilities

5. SUBJECT: Water Valve Replacement Design Services

6. RECOMMENDATION: Staff recommends Council award a project agreement to Dibble and Associates Consulting Engineers, Inc. for water valve replacement design services, Project No. WA1303-201, in an amount not to exceed \$36,810.00.

7. BACKGROUND/DISCUSSION: The project is a continuation of the Municipal Utilities Department's Water Valve Replacement Program replacing broken valves and adding new valves as needed.

This project includes utility investigation, mapping and utility coordination, preparing construction plans and specifications, and bid assistance.

8. EVALUATION: On May 10, 2012, Council approved a one-year extension to the annual contract with Dibble and Associates Consulting Engineers, Inc. for pipeline design services, EN0725-101. Staff has reviewed the scope of work, billing rates, and total fees for this project, compared them to historical costs, and determined they are reasonable.

9. FINANCIAL IMPLICATIONS:

Cost: \$36,810.00
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>
601.3820.6712.6WA023	Water Bond	Main Replacements	Yes	\$36,810

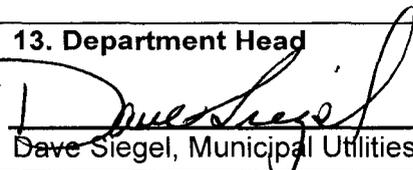
10. PROPOSED MOTION: Move Council award a project agreement to Dibble and Associates Consulting Engineers, Inc. for water valve replacement design services, Project No. WA1303-201, in an amount not to exceed \$36,810.00, and authorize the Mayor to sign the contract documents.

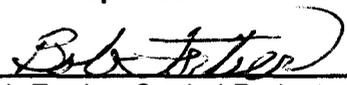
ATTACHMENTS: Location Map, Project Agreement

APPROVALS

11. Requesting Department

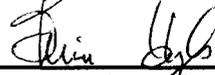
John Knudson, Utilities Engineering Manager

13. Department Head

Dave Siegel, Municipal Utilities Director

12. Transportation and Development

Bob Fortier, Capital Projects Manager

14. City Manager

Rich Dlugas


Sheina Hughes, City Engineer

ENGINEERING SERVICES CONTRACT

PROJECT TITLE: **Water Valve Replacement**
PROJECT NO: **WA1303-201**

This contract is made and entered into by and between the City of Chandler, Arizona, a municipal Corporation, hereinafter called the CITY, and **Dibble Engineering, an Arizona corporation**, hereinafter called ENGINEER.

WHEREAS, ENGINEER represents ENGINEER has the expertise and is qualified to perform the services described in this agreement; and

WHEREAS, the Mayor and City Council/City Manager of the City of Chandler are authorized and empowered by the provisions of the City Charter to execute contracts for Professional Services;

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter contained, it is agreed by and between the CITY and ENGINEER, as follows:

1. **DESCRIPTION OF PROJECT:**

Add and replace water distribution system valves, including replacing existing valves and adding new valves. ENGINEER shall provide professional services for engineering design and construction document preparation for the valve replacements.

2. **SCOPE OF WORK:**

ENGINEER shall provide those services described in Exhibit A attached hereto and made a part hereof by reference.

3. **PAYMENT SCHEDULE:**

For services described in paragraph 2 of this Agreement, the CITY shall pay ENGINEER a fee based on the fee schedule attached hereto and made a part hereof by reference Exhibit B not to exceed the sum **Thirty Six Thousand Eight Hundred Ten dollars (\$36,810)**. Payment will be made monthly on the basis of progress reports. An Application and Certification for Payment Sheet must be provided. In addition, the following must also be included: a clear, detailed invoice reflecting items being billed for, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates will be included in the monthly progress payment requests.

4. **PERIOD OF SERVICE:**

ENGINEER shall complete all services described in paragraph 2 within **Sixty (60)** calendar days after "Notice to Proceed" is issued by the CITY. In the event delays are experienced beyond the control of ENGINEER, the completion date may be extended as mutually agreed upon by CITY and ENGINEER.

5. **OPINIONS OF PROBABLE COSTS (ESTIMATES):**

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices,

or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

6. APPROVALS:

All work shall be subject to the approval by the City Engineer.

ENGINEER agrees to exercise the skill and care which would be exercised by comparable professional engineers performing similar services at the time and in the locality such services are performed. If the failure to meet these standards results in faulty work, ENGINEER shall undertake at its own expense, the corrective adjustments or modifications.

7. REPORTING:

Written monthly reports, along with updated work schedules, will be made by ENGINEER in the format prescribed by the CITY. These reports will be delivered to the CITY per schedule. When requested by the CITY, ENGINEER will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

8. STANDARDS OF PERFORMANCE:

A This design contract has been awarded to ENGINEER based on their proposal that those personnel and consultants listed in Exhibit A attached hereto will perform the portions of the work listed on said Exhibit A. ENGINEER shall not deviate nor substitute any of these team members without prior written approval by CITY.

B ENGINEER shall be familiar with CITY's Standard Details and Specifications and other relevant CITY regulations. ENGINEER shall ensure there are no conflicts among the Contract Documents including, but not limited to, the CITY's General and Supplementary Conditions for Construction Contracts, the plans and specifications prepared by ENGINEER, any standard details or specifications incorporated therein by reference, and the Construction Contract.

C Correction of Mistakes: ENGINEER shall be responsible for the completeness and accuracy of the work prepared or compiled under ENGINEER's obligation for this project and shall correct, at ENGINEER's expense, all errors or omissions therein which may be disclosed. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications shall be accomplished by ENGINEER. The cost of the design necessary to correct those errors attributable to ENGINEER and any damage incurred by CITY as a result of additional construction costs caused by such engineering or architectural errors shall be chargeable to ENGINEER and shall not be considered a cost of the Work. The fact that CITY has reviewed or approved ENGINEER's work shall in no way relieve ENGINEER of any of its responsibilities.

9. INDEMNIFICATION:

To the fullest extent permitted by law, ENGINEER, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of

this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by ENGINEER, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of ENGINEER's and subcontractor's employees.

10. INSURANCE:

1. General.

A. At the same time as execution of this Agreement, ENGINEER shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.

B. ENGINEER and any of its subcontractors, subconsultants or sublicensees shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect ENGINEER from liabilities that might arise out of the performance of the Agreement services under this Agreement by ENGINEER, its agents, representatives, employees, subcontractors, sublicensees or subconsultants and ENGINEER is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the ENGINEER from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of SubContractors: If any work is subcontracted in any way, ENGINEER shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of ENGINEER in this Agreement. ENGINEER is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits Of Insurance. ENGINEER shall provide coverage with limits of liability not less than those stated below.

A. Commercial General Liability-Occurrence Form. ENGINEER must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability: ENGINEER must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on ENGINEER owned, hired, and non-owned vehicles assigned to or

used in the performance of ENGINEER's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. **Workers Compensation and Employers Liability Insurance:** ENGINEER must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of ENGINEER employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

D. **Professional Liability.** If the Agreement is the subject of any professional services or work performed by ENGINEER, or if ENGINEER engages in any professional services or work adjunct or residual to performing the work under this Agreement, ENGINEER must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the ENGINEER, or anyone employed by ENGINEER, or anyone whose acts, mistakes, errors and omissions the ENGINEER is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and ENGINEER, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

3. Additional Policy Provisions Required.

A. **Self-Insured Retentions Or Deductibles.** Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

B. **City as Additional Insured.** The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, ENGINEER including the City's general supervision of the ENGINEER; Products and Completed operations of ENGINEER; and automobiles owned, leased, hired, or borrowed by ENGINEER.

2. ENGINEER's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.

3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by ENGINEER even if those limits of liability are in excess of those required by this Agreement.

4. ENGINEER's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by ENGINEER and must not contribute to it.

5. ENGINEER's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Coverage provided by ENGINEER must not be limited to the liability assumed under the indemnification provisions of this Agreement.

7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by ENGINEER for the City.

8. ENGINEER, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. ENGINEER must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the ENGINEER must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.

11. AMENDMENTS:

Whenever a change in the scope of work contemplated in this Contract is determined to be necessary, the work will be performed in accordance with the Contract provided, however, that BEFORE such work is started, a Contract Amendment shall be executed by the CITY and ENGINEER. Additions to, modifications of, or deletions from the project provided herein may be made and the compensation to be paid to ENGINEER may be adjusted accordingly by mutual agreement of the contracting parties. It is agreed that no claim for extra work by ENGINEER will be allowed by the CITY except as provided herein, nor shall ENGINEER do any work not covered by this Contract unless such work is authorized through an executed amendment.

12. TERMINATION FOR CAUSE:

This Agreement may be terminated by CITY for cause should the ENGINEER fail to perform any provision of this Agreement, including without limitation, for any of the following reasons:

- (a) ENGINEER abandons Work;
- (b) ENGINEER assigns or attempts to assign its rights or obligations under this Agreement or any part thereof to any third-party (without the prior written consent of CITY;
- (c) ENGINEER is adjudged bankrupt or insolvent, makes a general assignments for the benefit of creditors, has a trustee or receiver appointed for its property, or files a petition to take advantage of any debtor's act;
- (d) ENGINEER fails or refuses to perform any obligation under the Agreement, or fails to remedy such nonperformance within seven (7) days after its occurrence;
- (e) ENGINEER fails to comply with any applicable Laws and fails to remedy such nonperformance within seven (7) days after its occurrence;
- (f) ENGINEER fails to achieve the required dates for performance required pursuant to the Agreement.

13. TERMINATION FOR CONVENIENCE:

CITY may at any time and for any or no reason, at its convenience, terminate this contract or any part of the services to be rendered pursuant thereto by written notice to ENGINEER specifying the termination date. Immediately after receiving such notice, ENGINEER shall discontinue advancing the work under this Contract and shall deliver to the CITY all drawings, notes, calculations, sketches and other materials entirely or partially completed, together with all unused materials supplied by the CITY.

ENGINEER shall receive as compensation in full for services performed to date of such termination, a fee for the percentage of work actually completed. This fee shall be a percentage of ENGINEER(S) fee described in this Contract under paragraph 3 and shall be in the amount to be agreed mutually by ENGINEER and the CITY. The CITY shall make this final payment within sixty (60) days after ENGINEER has delivered the last of the partially completed items.

14. OWNERSHIP OF INSTRUMENTS OF SERVICE UPON TERMINATION FOR CAUSE AND/OR FOR CONVENIENCE:

Upon Termination for Cause or for Convenience, the CITY shall have ownership of the Instruments of Service.

15. OWNERSHIP OF DOCUMENTS:

All documents, including, but not limited to, tracings, drawings, original mylars, estimates, field notes, investigations, design analysis and studies which are prepared in the performance of this Contract are to be, and remain the property of, the CITY. ENGINEER shall furnish the CITY, upon its request, originals or reproducible of technical specifications and copies of all other documents listed above. ENGINEER shall endorse, by his professional seal, all plans and engineering data furnished by him.

16. RE- USE OF DOCUMENTS:

The parties agree the documents, drawings, specifications and designs, although the property of CITY, are prepared for this specific project and are not intended nor represented by ENGINEER to be suitable for re-use for any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to ENGINEER.

17. NO KICK-BACK CERTIFICATION:

ENGINEER warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the ENGINEERING firm.

For breach or violation of this warranty, the CITY shall have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

18. CONFLICT OF INTEREST:

ENGINEER stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation

or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract.

Pursuant to A.R.S. Section 38-511, the City may cancel this contract within three (3) years after its execution, without penalty or further obligation by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City of Chandler is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

19. ARIZONA LAW, JURISDICTION AND VENUE, AND FEES AND COSTS

19.1 Arizona Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

19.2 Jurisdiction and Venue. The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

19.3 Fees and Costs. Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

20. CONTROLLING LAW:

The law of the state of Arizona shall govern this Contract.

21. REQUIRED COMPLIANCE WITH ARIZONA PROCUREMENT LAW:

Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Engineer hereby warrants to the City that the Engineer and each of its subcontractors ("Subcontractors") 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 "Engineer Immigration Warranty").

A breach of the Engineer 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 Engineer or Subcontractor employee who works on this Contract to ensure that the Engineer or Subcontractor is complying with the Engineer Immigration Warranty. The Engineer 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 Engineer and any Subcontractors to ensure compliance with Engineers Immigration Warranty. The Engineer agrees to assist the City in performing any such random verifications.

The provisions of this Article must be included in any contract the Engineer 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 Engineer or

subcontractor. 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 Engineer hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391.06, the Engineer hereby certifies that the offeror does not have scrutinized business operations in Sudan.

22. NO ASSIGNMENT:

ENGINEER shall not assign, transfer, convey or subcontract this contract or the services to be rendered pursuant thereto without the prior written consent of CITY

23. NOTICES:

Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

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

CITY OF CHANDLER

ENGINEER:

Department Head/Designee Date

By: Jay R. Dible
Title: Vice President

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
Phone: 480-782-3307
Fax: 480-782-3355

ADDRESS FOR NOTICE
Dible Engineering
7500 N. Dreamy Draw Rt. Suite 200
Phoenix, AZ 85020
Phone: 602.957.1155
Fax: 602.957.2838

ATTEST:

ATTEST: If Corporation

City Clerk

Kendra L. Aryst
Secretary

APPROVED AS TO FORM:

City Attorney by: [Signature] SEAL

**EXHIBIT A
SCOPE OF WORK**

ENGINEER shall provide the following services:

New valves at three (3) locations; listed in order of priority:

Priority Order	Location Description	Valve ID	Size	Pipe Material	Longitude	Latitude
1	Sunbird Golf Course	N/A	6"	Polyvinyl Chloride (PVC)	111°48'46.53"W	33°13'3.82"N
2	Sunbird Golf Course	N/A	8"	PVC	111°48'47.2"W	33°13'6.15"N
3	Sunbird Golf Course	N/A	6"	Asbestos Cement (AC)	111°48'33.51"W	33°12'53.64"N

Valve replacements at eighteen (18) separate locations; listed in order of priority:

Priority Order	Location Description	Valve ID	Size	Pipe Material	Longitude	Latitude
4	Arizona Ave. & Queen Creek Rd.	713056998	16"	Unknown	111°50'29.12"W	33°15'43.26N
5	79 th St. & Chandler Blvd.	713011275	8"	AC	111°54'46.41"W	33°18'19.01"N
6	Saturn Way & McClintock Dr.	713013225	8"	AC	111°54'40.74"W	33°18'6.86"N
7	79 th St. & Saturn Way	713013207	8"	AC	111°54'46.45"W	33°18'6.99"N
8	McClintock Dr. & Milky Way	713013217	12"	AC	111°54'40.83"W	33°17'54.31"N
9	79 th St. & Geronimo St.	713055825	8"	AC	111°54'46.6"W	33°17'33.5"N
10	McClintock Dr. & Ray Rd.	713007257	12"	AC	111°54'46.45"W	33°19'11.55N
11	McClintock Dr. & Ray Rd	713007258	16"	AC	111°54'40.38"W	33°19'11.98"N
12	McClintock Dr. & Ray Rd	713007277	12"	AC	111°54'40.81"W	33°19'12.55"N
13	McClintock Dr. & Ray Rd	713007255	12"	AC	111°54'41.83"W	33°19'11.71"N
14	Gila Springs Blvd. & Chandler Blvd.	713011786	12"	AC	111°56'29.47".W	33°18'19.24"N
15	Gila Springs Blvd. & Galveston St.	713008557	12"	AC	111°56'26.66"W	33°18'39.73"N
16	Gila Springs Blvd. & Galveston St.	713008504	12"	AC	111°56'26.66"W	33°18'39.73"N
17	Gila Springs Blvd. & Day St.	713008998	8"	AC	111°56'36.93"W	33°18'45.6"N
18	Gila Springs Blvd.	713008948	12"	AC	111°56'43.74"W	33°18'45.68"N

	& Kyrene Rd.					
19	Rural Rd. & Chandler Blvd.	713011824	12"	AC	111°55'43.31"W	33°18'19.29"N
20	Rural Rd. & Oakland St.	713020181	12"	AC	111°55'42.78"W	33°18'38.38"N
21	Rural Rd. & Galveston St.	713008139	12"	AC	111°55'42.75"W	33°18'45.38"N

Design Standards

This project will be designed in accordance with the following standards, listed in order of precedence:

- Arizona Department of Environmental Quality, Engineering Bulletin No. 10, Guidelines for Construction of Water Systems, May 1978
- City of Chandler, Water System Design - Technical Design Manual #1, February 2012
- City of Chandler Supplement to Maricopa Association of Governments Uniform Standard Details and Specifications, Revisions through February 2012.
- Maricopa Association of Governments, Uniform Standard Specifications for Public Works Construction, Revisions through 2012.
- Maricopa Association of Governments, Uniform Standard Details for Public Works Construction, Revisions through 2012.

PROJECT TASKS

Task 1: Utility Coordination and Investigations

1. **Utility Investigation** – The City shall provide Engineer with locations of City owned utilities present within the designated valve locations by providing Engineer with City GIS files. The GIS files shall be compatible with ArcMap 10. The City GIS files provided shall contain horizontal and vertical system data (i.e. northing, easting, rim elevations, top of nut elevations, invert elevations, size, material type, etc.), section or monument lines, monument locations, color orthorectified aerial photos of the project area as .sid files. The City utilities will be incorporated into the project base maps based on the GIS data provided.

Prior to the start of design, Engineer will contact Blue Stake to obtain a list of utilities reporting facilities in the vicinity of the project and request quarter section maps from those utilities. Existing utilities will be incorporated into the project base maps based on the quarter section map information provided.

2. **Utility Base Mapping** - Engineer will create a comprehensive base map from the information gathered during the utility investigation. Utilities will be shown based on mapping information provided by each utility. Base mapping will be created in AutoDesk Civil 3D (AutoCAD) 2011 format in conformance with Engineer's CAD standards.

3. **Utility Coordination** - Following the preliminary submittal, Engineer will submit one set of plans to each utility along with a no conflict (clearance) letter utilizing the City's standard format. Upon request, Engineer will provide the City's Project Manager with a receipt indicating the utilities that were sent submittal sets of plans. If requested by the City's utility coordination liaison, Engineer will participate in one (1) utility coordination meeting with affected utility companies. The City will be responsible for organizing the utility coordination meeting and inviting requested utility companies.

Task 2: Construction Plans and Specifications

Engineer will prepare construction plans, bid documents, and opinions of probable construction costs for the proposed water valve replacements. The City will provide electronic (AutoCAD) formats for desired standard plan sheet format and drafting standards. The construction plans will include plan view sheets (1" = 20' horizontal scale) and detail sheets as necessary to provide a complete, clear and concise set of construction plans (see Estimated Plan Sheet Index). The following progress submittals will be made:

Task 2.1 - Final Engineering Submittal: Engineer will prepare Final Design Drawings, Technical Special Provisions, and an Engineer's Opinion of Probable Construction Costs. Drawings will show the final horizontal new or replacement valve locations, standard and special details with cross references, and general and construction notes with cross references. Technical special provisions will be prepared for items not adequately addressed by the standard specifications referenced herein. Final engineering submittal will be suitable for permitting.

Task 2.2 - Construction Document Submittal: Engineer will prepare Construction Documents for the improvements incorporating comments from permit review and the City. Construction documents will be suitable for competitive bidding and construction; and will be sealed by a Professional Engineer licensed in the State of Arizona.

Estimated Plan Sheet Index

Sheet	No. of Sheets
Cover (Including Vicinity Map)	1
Sheet Index and Legend	1
General Notes	1
Key Map	1
Water Valve Plan (1" = 20')	12
Design Details	<u>1</u>
TOTAL ESTIMATED SHEETS =	17

Engineer will provide each progress submittal to the City's designated Project Manager. In addition, one (1) set of progress plans will be submitted to the City Engineering Department for review.

Following the final engineering submittal, Engineer will review the City's comments and complete a comment resolution form. Engineer will incorporate all comments unless otherwise directed by the City.

Technical special provisions will be prepared by the Engineer and delivered to the City for all items not adequately addressed by the standard specifications referenced above. The City will be responsible for preparing contract general conditions and contract documents and assembling the integrated bid package.

Engineer's opinions of probable construction costs will be prepared for each progress submittal using standard unit costs and item descriptions. Engineer's opinions of probable construction costs will also include bid alternates if necessary to allow for valve replacement prioritization.

Deliverables

- Final Engineering Submittal - Four (4) full-size (22" X 34" bond) plan sets, One (1) half-size (11" X 17" bond) plan set, One (1) copy of Engineer's Opinion of Probable Construction Costs, and Four (4) copies of Technical Special Provisions.
- Construction Document Submittal - Final Engineering Submittal comments and comment resolution form, One (1) copy 3 mil, double matte mylars, full-size (22" X 34") professionally sealed, Four (4) full size (22" X 34" bond) plan sets. Four (4) copies final Technical Special Provisions professionally sealed. One (1) copy of Engineer's Opinion of Probable Construction Costs along with one (1) copy of electronic PDF files (on CD-ROM) of all construction bid documents.

Task 3: Project Management & Meetings

Engineer will attend project meetings noted in this Scope of Work. After receipt of notice to proceed, Engineer will contact the City's project manager to arrange a kick-off meeting to discuss project schedule, water valve locations, and coordinate anticipated City participation efforts. The City GIS files noted in Task 1 shall be provided to the Engineer at the kick-off meeting. One (1) submittal review meetings will be held following the Final Engineering Submittal. One (1) meeting will be held with the Maricopa County Environmental Services Department (MCESD) to determine if an Approval to Construct (ATC) is required for this project.

Engineer will attend one (1) coordination and/or field visit meeting accompanied by City of Chandler staff familiar with water system operations to coordinate construction sequencing, prioritization and proposed design features. The City's project manager will be responsible for inviting City staff as required.

Task 4: Permitting

Engineer will prepare application and submittal packages for the following permitting agencies:

- City of Chandler Development Services / Engineering Permit Review

Engineer will coordinate submittal of plans to the City Development Services / Engineering department for review with the City's project manager. It is assumed that City review fees will be waived.

Engineer will incorporate all review comments unless otherwise directed by the City's Project Manager.

Task 5: Bidding Phase Services

It is our understanding that this project will be constructed under a Design-Bid-Build Contract. The City will be responsible for preparing contract bidding documents, advertising for public bidding, plan reproduction for bidding, distribution of contract documents to potential bidders, distributing addenda to plan holders, and opening bids.

Engineer shall provide the following bidding phase services:

- Attend the pre-bid meeting.
- Respond to bidder's questions as directed.

Estimated Design Schedule

The following schedule estimates project milestone submittal timeframes relative to the Notice to Proceed. Submittal schedule is contingent upon an anticipated two (2) week review time by the City. A final schedule will be provided for review and approval at the project kickoff meeting.

Final Submittal:	NTP + 4 weeks
Chandler Engineering Approval (2 wks)	NTP + 6 weeks
Construction Document Submittal:	NTP + 8 weeks

Allowances

The following ALLOWANCE items may be added to the base contract with written authorization from the City:

- **Field Survey :** An allowance is provided for survey collection of existing water valve location and elevation information, surface utility features and horizontal survey control data as deemed necessary for design completion.
- **MCESD Permitting:** An allowance is provided for preparing and submitting the ATC documents to MCESD if required. If an ATC is required the MCESD Approval to Construct Permit plan review fee (expedited review fee) will be reimbursed as a direct cost under this allowance.
- **Owner's Allowance:** An allowance is provided for additional services requested by the City. This allowance will be utilized at the City's discretion and based on written direction from the City's Project Manager.

Direct Cost Reimbursement

Reimbursements shall be made by the City for direct costs incurred for printing, document reproduction, plotting, mylars, and any additional work directed by the City not specifically included in this Scope of Work.

EXCLUSIONS

- Geotechnical Investigation
- Utility Potholing
- Hydraulic Modeling
- Environmental Evaluation/Clearance
- Historical/Archaeological Clearances
- Legal Descriptions
- Preparation of Meeting Agendas and Minutes
- Preparation of Addenda
- Preparation of Bid Tabulation and Recommendation of Award

**EXHIBIT B
FEE SCHEDULE**

No.	Task	Project Manager	QA/QC	Resident Engineer	Project Engineer (PE)	Engineer/Designer (ET)	CAD Technician	Admin Assistant	Total
Design Phase Services									
1	Utility Coordination	4			8	16	16		44
2	Construction Plans & Specifications								
2.1	Final Engineering	8	4		28	44	60	4	148
2.2	Construction Documents	4			12	16	32	2	66
3	Project Management & Meetings	8			8	2		2	20
4	Permitting	2			4	4			10
5	Bidding Phase Services	2			8		2		12
Total		28	4		68	82	110	8	300
Dibble Engineering Labor Fee By Task									
Personnel Rates (Ind. O.&P.)		\$ 137.00	\$ 126.00	\$ 126.00	\$ 121.00	\$ 95.00	\$ 82.00	\$ 49.00	
No.	Task	Project Manager	QA/QC	Resident Engineer	Project Engineer (PE)	Engineer/Designer (ET)	CAD Technician	Admin Assistant	Total
Design Phase Services									
1	Utility Coordination	548			968	1,520	1,312		4,348
2	Construction Plans & Specifications								
2.1	Final Engineering	1,096	504		3,388	4,180	4,920	196	14,284
2.2	Construction Documents	548			1,452	1,520	2,624	98	6,242
3	Project Management & Meetings	1,096			968	190		98	2,352
4	Permitting	274			484	380			1,138
5	Bidding Phase Services	274			968		164		1,406
Total		3,836	504		8,228	7,790	9,020	392	29,770
DIRECT COSTS									
		Unit	Cost/Unit	No. of Units	Total				
	Reproduction/Plotting/Myylars	Set	\$ 60.00	9	\$ 540.00				
	Subtotal, Direct Costs				\$ 540.00				
ALLOWANCE ITEMS									
		Unit	Cost/Unit	No. of Units	Total				
	ALLOWANCE: Field Survey	At Cost	\$ 2,000.00	1	\$ 2,000.00				
	ALLOWANCE: MCESD Permitting (Expedited)	Lump Sum	\$ 2,000.00	1	\$ 2,000.00				
	ALLOWANCE: Owner's Allowance	Lump Sum	\$ 2,500.00	1	\$ 2,500.00				
	Subtotal, Direct Costs				\$ 6,500.00				
Summary of Fee									
	Design Phase Labor =	\$ 29,770.00							
	Direct Costs =	\$ 540.00							
	Allowances =	\$ 6,500.00							
	Total Contract Amount =	\$ 36,810.00							

EXHIBIT C
Engineer Immigration Warranty
To Be Completed by Engineer Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the Engineer and subcontractors 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.

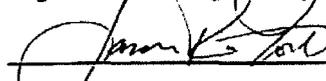
By completing and signing this form the Engineer shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Project Number/Division: WA1303-201
Name (as listed in the contract): Dibble Engineering
Street Name and Number: 7500 North Dreamy Draw Drive, Suite 200
City: Phoenix State: AZ Zip Code: 85020

I hereby attest that:

1. The Engineer 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 subcontractors 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 has identified all Engineer and subcontractor 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 (Employer) or Authorized Designee:



Printed Name: Jason R. Fort

Title: Vice President

Date (month/day/year): 12-3-12
