



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CP14-171**

1. Agenda Item Number:
22
2. Council Meeting Date:
May 8, 2014

TO: MAYOR & CITY COUNCIL

3. Date Prepared: April 22, 2014

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Project Agreement with Dibble Engineering, Inc., for Water Main Tie-Over and Extension Construction Management (CM) Services.

6. RECOMMENDATION: Staff recommends City Council award a Project Agreement to Dibble Engineering, Inc., for Water Main Tie-Over and Extension Construction Management (CM) Services, pursuant to Annual Contract No. EN1307-101, Project No. WA1307-452, in an amount not to exceed \$105,500.

7. BACKGROUND/DISCUSSION: This project is part of the City's on-going effort to ensure a safe and reliable potable water supply to customers by removing or abandoning aging infrastructure. The work to be performed under this agreement is located on Chandler Boulevard, between McQueen and Cooper Roads, where three major water main breaks have occurred. The scope of the construction includes tie-overs of water mains, water services, and fire hydrants from an older 12-inch diameter water main to a newer 16-inch diameter ductile iron water main. Once the tie-overs are completed, the older 12-inch diameter water main will be abandoned.

The project scope of work consists of a pre-construction meeting and construction administration support services including: coordination with Contractor's activities, periodic inspection of work, monthly review of Contractor's as-built drawing redlines, coordination of material testing services, record drawing preparation, and coordination of Contractor's acceptance testing.

An amendment for an annual limit increase to Annual Contract No. EN1307-101 with Dibble Engineering, Inc., is also going forward this Council Meeting.

8. EVALUATION: This project is being performed under the Annual Permitting, Studies, Design, and Post-Design for Water and Wastewater Facilities Contract, No. EN1307-101, to Dibble Engineering, Inc. The costs proposed for this project have been evaluated by staff and are determined to be reasonable. The contract completion time is 195 calendar days following Notice to Proceed.

9. FINANCIAL IMPLICATIONS:

Cost: \$105,500
Savings: N/A
Long Term Costs: N/A
Fund Source:

Account No.:	Fund Name:	Program Name:	CIP Funded:	Amount:
601.3820.6813.6WA023	Water Bonds	Main Replacements	Yes	\$105,500

10. PROPOSED MOTION: Move City Council award a Project Agreement to Dibble Engineering, Inc., for Water Main Tie-Over and Extension Construction Management (CM) Services, pursuant to Annual Contract No. EN1307-101, Project No. WA1307-452, in an amount not to exceed \$105,500.

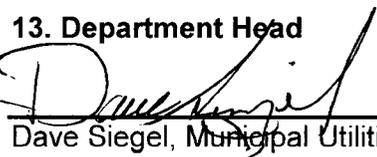
ATTACHMENTS: Project Agreement, Location Map

APPROVALS

11. Requesting Department


John Knudson, Utilities Engineering Manager

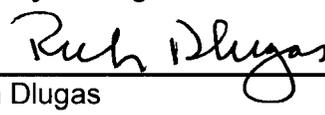
13. Department Head


Dave Siegel, Municipal Utilities Director

12. Transportation & Development


Bob Fortier, Capital Projects Manager

14. City Manager


Rich Dlugas

**PROJECT AGREEMENT
PURSUANT TO ANNUAL CONTRACT NO. EN1307-101**

PROJECT AGREEMENT NO: WA1307-452

This PROJECT AGREEMENT is made this ____ day of _____, 2014, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and Dibble Engineering, Inc. (hereinafter referred to as "Annual Consultant") and is a project agreement entered into pursuant to Annual Contract No. EN1307-101.

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 Main Tie-Over and Extension Construction Management Services, Project Number WA1307-452. The scope of work consists of construction management services, 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 One Hundred Five Thousand Five Hundred Dollars (\$105,500.00) determined and payable as set forth in Annual Contract EN1307-101 and Exhibit B attached hereto and made a part hereof by reference.

ARTICLE 3 - CONTRACT TIME:

The contract time is One Hundred Ninety Five calendar days and Annual Consultant agrees to complete all work within One Hundred Ninety Five (195) calendar days of the date CITY issues a Notice to Proceed.

ARTICLE 4 – GENERAL:

This Project Agreement is entered into pursuant to Annual Contract No. EN1307-101 and the terms and conditions contained therein are incorporated herein by reference as if set forth in full.

IN WITNESS WHEREOF, the parties hereto have executed this Project Agreement on the day and year first written above.

This Project Agreement will be effective on this _____ day of _____, 2014.

CITY OF CHANDLER

FOR THE ANNUAL:

MAYOR DATE:

By: Steve E. Rex
Title: COO

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, Inc.
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: CH

ATTEST:

City Clerk

EXHIBIT A SCOPE OF WORK

ANNUAL CONSULTANT shall provide construction management services, include the following tasks:

Task 1: Construction Administration

ANNUAL CONSULTANT will provide limited construction administration support services. Services will include:

- Coordination with Contractor's activities
- Monthly review of Contractor's as-built drawing redlines
- Coordination of material testing services
- Coordination of Contractor's acceptance testing

Task 2: Construction Meetings

ANNUAL CONSULTANT will attend one (1) preconstruction conference. ANNUAL CONSULTANT will prepare meeting agenda and minutes and distribute minutes to the project distribution list electronically.

ANNUAL CONSULTANT will attend weekly construction meetings. This scope of work assumes sixteen (16) periodic construction meetings. ANNUAL CONSULTANT will 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.

Task 3: Construction Observation

ANNUAL CONSULTANT will provide limited construction observation of construction activities to monitor and observe Contractor's construction activities, materials, progress and conformance with the contract documents and project schedule. City will provide daily construction inspection. Construction observation will be scheduled to observe significant construction activities as appropriate.

Special inspections for structural concrete are not anticipated for this project.

Quality Assurance material testing will be provided as an Allowance. Services are described under the allowance task item.

Task 4: Submittals and Shop Drawings

ANNUAL CONSULTANT will 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 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 will review and accept, reject or take other appropriate action on the Contractor's submittals.

ANNUAL CONSULTANT will 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 at the weekly construction meetings.

Submittal review efforts are based upon a maximum of twenty (20) submittals, maximum two (2) reviews per submittal (maximum of 40 submittal reviews)

Task 5: Requests for Information/Field Directives, and Requests for Proposals

ANNUAL CONSULTANT will receive, review, evaluate and respond to Contractor's Requests for Information (RFI), subject to conformance with the contract documents. ANNUAL CONSULTANT will issue written responses to Requests for Information and Field Directives (FD) to provide clarification of the contract documents when necessary.

ANNUAL CONSULTANT will maintain Request for Information and Field Directive logs identifying dates of submittal, dates of response and summary of action. Copies of the logs shall be furnished to the City and the Contractor monthly.

Requests for Information/Field Directive efforts are based on a maximum of five (5) Requests for Information and/or Field Directives.

Task 6: Change Order / Allowance Requests

ANNUAL CONSULTANT will review, evaluate and respond to Contractor's requests for change orders and/or authorizations for use of contract allowances. ANNUAL CONSULTANT will review requests for applicability, completeness, documentation, and unit costs. ANNUAL CONSULTANT will provide a recommendation for approval or disapproval to the City's Project Manager. City shall be responsible for approval of authorizations.

Change Order / Allowance Request efforts are based on a maximum of five (5) Change Orders and Allowance Requests.

Task 7: Contractor Pay Application Review

ANNUAL CONSULTANT will review Contractor's monthly pay applications for applicability, accuracy, completeness and documentation. City inspector shall be responsible for field verifying contractor quantities listed on the pay application. ANNUAL CONSULTANT will provide a recommendation for approval or disapproval to the City's Project Manager. City shall be responsible for approval of contractor Pay Applications.

Contractor Pay Application Review efforts are based on a maximum of five (5) pay applications.

Task 8: Record Drawing Preparation

ANNUAL CONSULTANT will prepare and certify record drawings from the Contractor's Certified redlines. Record drawings will be prepared to reflect field conditions as indicated by the Contractor, including changes made by addendum, RFIs, FDs, change orders. ANNUAL CONSULTANT will not provide field survey or location of improvements necessary for record drawing preparation because said survey and location will be provided by the Contractor as part of the Certified redlines.

Task 9: Project Acceptance and Closeout

ANNUAL CONSULTANT will assist City with project closeout documentation. Project closeout activities will include:

- Pre-final walkthrough
- Confirmation of Substantial Completion
- Inspection of Punchlist item completion
- Confirmation of Final Completion

City will be responsible for punchlist generation.

Prior to Final Completion, ANNUAL CONSULTANT will provide the City with copies of all project documents.

Deliverables

Task No.	Description	Qty	Deliverable
1	Construction Administration	1	Complete project correspondence (PDF)
2	Construction Meetings	1	Meeting Minutes for all project meetings (PDF)
3	Construction Observation	1	Construction observation reports (PDF)
4	Shop drawings and Submittals	1	Shop drawings and submittals (PDF)
5	Requests for Information / Work Change Directives	1	RFI's and work change directives (PDF)
6	Record Drawings	3	Full size (22x34 bond) plan sets
		1	Full size (22x34 mylar, 3 mil double matte)
		1	Electronic files (*.dwg, *.dwf and *.pdf format)

Allowances

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

Quality Assurance Material Testing: Ninyo & Moore will provide quality assurance testing of materials and compaction during construction on an as-needed basis. Contractor will be required to provide quality control testing in accordance with project specifications. Allowance for quality assurance testing shall be utilized at the City's discretion and based on written direction from the City's Project Manager.

Owner's Allowance: An ALLOWANCE is provided for additional services as directed by the City. Use of this ALLOWANCE shall be at the direction of the City, and shall be authorized in advance in writing by the City's project manager.

Direct Cost Reimbursement

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

EXHIBIT B FEE SCHEDULE

Task No.	Task	Contract Rate							Total Task Hours	Total Task Fee
		\$ 165.00 Senior Project Manager	\$ 145.00 Senior Engineer (QA/QC)	\$ 140.00 Project Engineer (PE)	\$ 110.00 Assistant Engineer (EIT)	\$ 90.00 CAD Technician	\$ 105.00 Construction Inspector	\$ 55.00 Admin		
1	Construction Administration	8		92					40	\$ 5,800
2	Construction Meetings	12		51				34	97	\$ 12,690
3	Construction Observation			28				320	348	\$ 37,520
4	Submittals and Shop Drawings	6	2	40	40				88	\$ 11,280
5	Requests for Information / Work Change Directives	4	2	10	20	10			46	\$ 5,450
6	Change Order / Allowance Requests	2		8					10	\$ 1,450
7	Contractor Pay Application Review	2		15	10				27	\$ 3,530
8	Record Drawing Preparation	2	2	4	8	16			32	\$ 3,500
9	Project Acceptance and Closeout	4		16	8				28	\$ 3,780
										\$ -
										\$ -
										\$ -
	TOTAL	40	6	204	86	26	354		716	\$85,000

Subconsultants				
	Unit	Cost/Unit	No. of Units	Total
				\$ -
Subtotal, Subconsultants				\$ -

Allowances				
	Unit	Cost/Unit	No. of Units	Total
Quality Assurance Material Testing (Ninyo & Moore)	ALLOW	\$ 15,000	1	\$ 15,000
Owner's Allowance	ALLOW	\$ 5,000	1	\$ 5,000
				\$ -
Subtotal, Allowances				\$20,000

Direct Cost (Reimbursibles)				
	Unit	Cost/Unit	No. of Units	Total
Mileage, printing, reproduction, etc.	LS	\$ 500	1	\$ 500
				\$ -
Subtotal, Direct Costs				\$ 500

Fee Summary	
	Fee
ANNUAL CONSULTANT Labor	\$ 85,000
Subconsultants	\$ -
Allowances	\$ 20,000
Direct Cost (Reimbursibles)	\$ 500
TOTAL FEE	\$ 105,500



**WATER MAIN TIE-OVER & EXTENSION
CM SERVICES
PROJECT NO. WA1307-452**



MEMO NO. CP14-171

PROJECT LIMITS

