



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CP15-108**

1. Agenda Item Number:
32
2. Council Meeting Date:
December 11, 2014

TO: MAYOR & CITY COUNCIL

3. Date Prepared: November 19, 2014

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Project Agreement with Dibble Engineering, Inc., for construction administration services for Lone Butte Water Reclamation Facility Improvements

6. RECOMMENDATION: Staff recommends City Council award a Project Agreement to Dibble Engineering, Inc., for construction administration services for Lone Butte Water Reclamation Facility Improvements, pursuant to On-call Contract No. EN1520.101, Project No. WW1305.451, in an amount not to exceed \$157,484.

7. BACKGROUND/DISCUSSION: This project will make improvements to the Lone Butte Water Reclamation Facility operated by the City and located in the Gila River Indian Community. Improvements will include a new filter backwash pump station, sediment collection structure, electrical and control equipment, and associated piping. Work will also be performed on the chemical distribution system.

The project scope of work includes: construction observation, submittal review, response to requests for information, payment application review, start-up and commissioning assistance, and certification of record drawings.

A Construction Contract, Project No. WW1305.401, to CSW Contractors, Inc., for the Lone Butte Water Reclamation Facility Improvements, is also scheduled for this Council meeting.

8. EVALUATION: This project is being performed under the On-call Contract, No. EN1520.101, 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 180 calendar days following Notice to Proceed.

9. FINANCIAL IMPLICATIONS:

Cost: \$157,484
Savings: N/A
Long Term Costs: N/A

Fund Source:

| Account No.: | Fund Name: | Program Name: | CIP Funded: | Amount: |
|----------------------|-----------------|---|-------------|-----------|
| 611.3910.6814.6WW621 | Wastewater Bond | Water Reclamation Facility Improvements | Yes | \$157,484 |

10. PROPOSED MOTION: Move City Council award a Project Agreement to Dibble Engineering, Inc., for construction administration services for Lone Butte Water Reclamation Facility Improvements, pursuant to On-call Contract No. EN1520.101, Project No. WW1305.451, in an amount not to exceed \$157,484.

ATTACHMENTS: Agreement, Location Map

APPROVALS

11. Requesting Department

Kim Neill for
Kim Neill, Utility Operations Manager

13. Department Head

Dave Siegel
Dave Siegel, Municipal Utilities Director

12. Transportation & Development

Bob Fortier for
Bob Fortier, Capital Projects Manager

14. City Manager

Rich Dlugas
Rich Dlugas

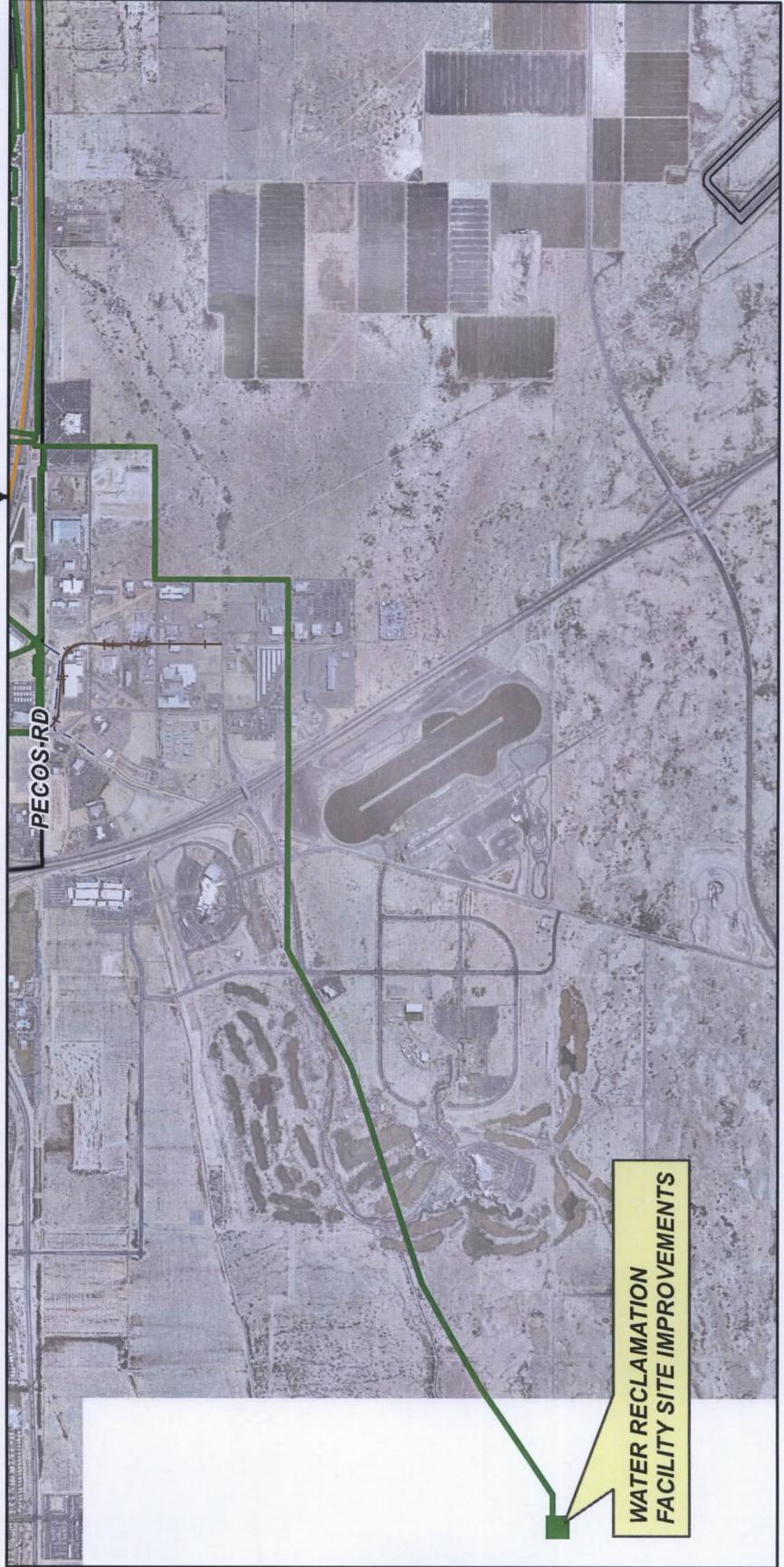


LONE BUTTE WATER RECLAMATION FACILITY IMPROVEMENTS PROJECT NO. WW1305.451

MEMO NO. CP15-108



- WASTEWATER LINE
- WATER RECLAMATION FACILITY SITE IMPROVEMENTS



**PROJECT AGREEMENT
PURSUANT TO ANNUAL CONTRACT NO. EN1520.101**

PROJECT AGREEMENT NO: WW1305.451

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 & Associates Consulting Engineers, Inc., an Arizona Corporation, doing business as Dibble Engineering, Inc. (hereinafter referred to as "Annual Consultant") and is a project agreement entered into pursuant to Annual Contract No. EN1520.101.

CITY and Dibble Engineering, in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1 - DESCRIPTION OF WORK:

This project is Lone Butte Water Reclamation Facility Improvements, Project Number WW1305.451. The scope of work consists of construction administration services for the Lone Butte Water Reclamation Facility Improvements, 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 Fifty Seven Thousand Four Hundred Eighty Four Dollars (\$157,484) determined and payable as set forth in Annual Contract EN1520.101 and Exhibit B attached hereto and made a part hereof by reference.

ARTICLE 3 - CONTRACT TIME:

The contract time is One Hundred Eighty calendar days and Annual Consultant agrees to complete all work within One Hundred Eighty (180) 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. EN1520.101 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: James R. [Signature]
Title: VICE PRESIDENT

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407

ADDRESS FOR NOTICE
Mr. Steve Rex
Dibble & Associates Consulting Engineering,
Inc.
7500 N. Dreamy Draw Dr., Ste. 200
Phoenix, AZ 85020

Chandler, AZ 85244-4008
480-782-3307

Phone: 602-957-1155

APPROVED AS TO FORM:

City Attorney By: [Signature]

ATTEST:

City Clerk

EXHIBIT A SCOPE OF WORK

ANNUAL CONSULTANT will provide post design services in accordance with the following scope of work with the assumption that the construction duration by a low bid contractor, under a separate contract, will not exceed 150 calendar days.

A. SCOPE OF WORK

Task 1: Construction Administration

ANNUAL CONSULTANT will provide construction administration services to include:

- Coordination with Contractor's activities
- Review and coordination of the Contractor's construction schedule
- Review Contractor pay requests and verify recommendation of approval for payment
- Periodic 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) pre-construction conference. ANNUAL CONSULTANT will prepare meeting agenda and minutes and distribute minutes to the project distribution list electronically.

ANNUAL CONSULTANT will attend and conduct weekly 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. A total of twenty four (24) periodic construction meetings are anticipated.

Task 3: Construction Observation

ANNUAL CONSULTANT will provide periodic construction observation of construction activities to monitor and observe construction activities, materials, progress and conformance with the contract documents and project schedule. Construction observation will be scheduled to observe significant construction activities as appropriate. Sixty percent construction observation (i.e. average three days per week) effort is assumed for this project.

Special inspections for structural concrete are not anticipated for this project, as all concrete structures have been designed as pre-cast units.

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

Quality Assurance material testing will be provided as an Allowance.

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 and with meeting minutes.

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

Task 5: Requests for Information and Field Directives

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 RFIs and Field Directives (FD) to provide clarification of the contract documents when necessary.

ANNUAL CONSULTANT will maintain RFI and FD 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 at weekly construction meetings and with meeting minutes.

RFI and FD efforts are based on a maximum of thirty (30) RFI and FDs.

Task 6: Change Order Requests, Requests for Proposal, and Allowance Use Requests

ANNUAL CONSULTANT will review, evaluate, and respond to Contractor's Change Order Requests (COR) and/or Allowance Usage Requests (AUR). 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.

ANNUAL CONSULTANT will issue City Requests for Proposals and provide recommendations for approval or disapproval upon response from Contractor.

ANNUAL CONSULTANT will maintain a COR/AUR/RFP log identifying dates of submission, dates of response and summary of action.

COR/AUR and RFP efforts are based on a maximum of twelve (12) requests.

Task 7: Contractor Pay Application Review

ANNUAL CONSULTANT will review Contractor's monthly pay applications for applicability, accuracy, completeness and documentation. 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 six (6) 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, COR, and RFPs. 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: Startup and Commissioning

ANNUAL CONSULTANT will provide technical assistance for Contractor's startup and commissioning processes. ANNUAL CONSULTANT will review Maintenance of Plant Operations (MOPO) plans prepared by Contractor and participate in equipment startup and training activities. ANNUAL CONSULTANT will provide technical guidance in an advisory capacity; the Contractor will maintain responsibility for startup and commissioning operations and coordination with plant operations staff during testing activities.

Task 10: Project Acceptance and Closeout

ANNUAL CONSULTANT will prepare project closeout documentation. Project closeout activities will include:

- Contractor Operation and Maintenance Manual and spare parts list review
- Verification of City training by Contractor
- Pre-final walkthrough
- Punch list generation
- Confirmation of Substantial Completion
- Inspection of Punch list item completion
- Confirmation of Final Completion
- Courtesy Copy of As-Builts to Maricopa County and Gila River Indian Community

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

Deliverables

| Task | 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 & 6 | RFI, FD, COR, AUR, & RFPs | 1 | RFI's and work change directives (PDF) |
| 8 | 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 allowances are included:

Electrical Engineering Allowance: DARcor and Associates will provide electrical engineering post design phase services, as needed, for this project.

Quality Assurance Material Testing Allowance: Ninyo & Moore will provide quality assurance testing of materials and compaction, as needed, during construction. 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.

Structural Engineering and Special Inspection Allowance: NSB will provide structural engineering construction phase services. Allowance for structural engineering and special inspections shall be utilized at the City's discretion and based on written direction from the City's Project Manager.

Programming Allowance: An allowance is provided for programming services, to be performed by a sub-consultant designated by the City. This allowance will 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 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 Expense Allowance: 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.

ASSUMPTIONS & CLARIFICATIONS

- **Permitting:** ANNUAL CONSULTANT assumes that construction within the Lone Butte Wastewater Reclamation Facility (WRF) is addressed in the existing agreement between the City and the Gila River Indian Community (GRIC) and is not subject to regulatory jurisdiction of the Arizona Department of Environmental Quality (ADEQ) or the Maricopa County Environmental Services Department (MCESD). Permitting and/or approvals from GRIC, MCESD, or ADEQ are not anticipated.
- It is assumed that the construction duration by a low bid contractor, under a separate contract, will not exceed 150 calendar days.

**EXHIBIT B
FEE SCHEDULE**

| Task | Description | Subtotal |
|---|--|---------------------|
| 1 | Construction Administration | \$4,060.00 |
| 2 | Construction Meetings | \$9,520.00 |
| 3 | Construction Observation | \$64,960.00 |
| 4 | Submittals and Shop Drawings | \$10,040.00 |
| 5 | Requests for Information / Work Change Directives | \$8,580.00 |
| 6 | Change Order / Allowance Requests | \$4,060.00 |
| 7 | Contractor Pay Application Review | \$2,870.00 |
| 8 | Record Drawing Preparation | \$5,070.00 |
| 9 | Startup and Commissioning | \$3,640.00 |
| 10 | Project Acceptance and Closeout | \$2,275.00 |
| Direct Labor Total | | \$115,075.00 |
| Allowances & Sub-consultants | | |
| 11 | Electrical Engineering Allowances (DARcor) | \$8,415.00 |
| 12 | Quality Assurance Material Testing Allowance (Ninyo & Moore) | \$10,484.00 |
| 13 | Special Engineering and Special Inspection Allowance (NSB) | \$5,510.00 |
| 14 | Programming Allowance | \$7,500.00 |
| 15 | Owner's Allowance | \$10,000.00 |
| 16 | Direct Expenses Allowance | \$500.00 |
| Allowance Total | | \$42,409.00 |
| Total Fee | | \$157,484.00 |