Chandler · Arizona
Where Values Make The Difference

PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CP16-022

1. Agenda Item Number: 24

2. Council Meeting Date: August 13, 2015

TO: **MAYOR & CITY COUNCIL**

3. Date Prepared: July 29, 2015

THROUGH: **CITY MANAGER**

4. Requesting Department: Municipal Utilities

5. SUBJECT: Project Agreement with AZTEC Engineering Group, Inc., for the Reclaimed Water Infill

6. RECOMMENDATION: Staff recommends City Council award a Project Agreement to AZTEC Engineering Group, Inc., for construction management services, for the Reclaimed Water Infill, pursuant to Annual Water and Wastewater Services Contract No. EN1523.101, Project No. WW1414.451, in an amount not to exceed $127,780.

7. BACKGROUND/DISCUSSION: Staff identified locations within south Chandler that require reclaimed water infill piping to increase the redundancy of the system and provide reclaimed water service to new users. These areas are located on Alma School Road, between Willis and Germann Roads, and on Arizona Avenue, between Willis Road and Macaw Street.

The project scope of work consists of: project review and response to requests for information, submittals, and potential cost proposals, and post design services for preparation of record drawings and Maricopa County approval of construction permits. Field inspection services will be provided by City Staff.

A Construction Contract, Project No. WW1414.401, to The Fishel Company, for the Reclaimed Water Infill, is also scheduled for this Council meeting.

8. EVALUATION: This project is being performed under the Annual Water and Wastewater Services Contract No. EN1523.101, to AZTEC Engineering Group, Inc. The costs proposed for this project have been evaluated by Staff and are determined to be reasonable. The contract completion time is 270 calendar days following Notice to Proceed.

9. FINANCIAL IMPLICATIONS:

Cost: $127,780
Savings: N/A
Long Term Costs: N/A

Fund Source:

Account No.:	Fund Name:	Program Name:	CIP Funded:	Amount:
610.3910.6712.6WW192	Reclaimed Water Reserve	Effluent Reuse Transmission Mains	Yes	$127,780

10. PROPOSED MOTION: Move City Council award a Project Agreement to AZTEC Engineering Group, Inc., for construction management services, for the Reclaimed Water Infill, pursuant to Annual Water and Wastewater Services Contract No. EN1523.101, Project No. WW1414.451, in an amount not to exceed $127,780.

ATTACHMENTS: Location Map, Agreement

APPROVALS

11. Requesting Department
FOY
John Knudson, Utilities Engineering Manager

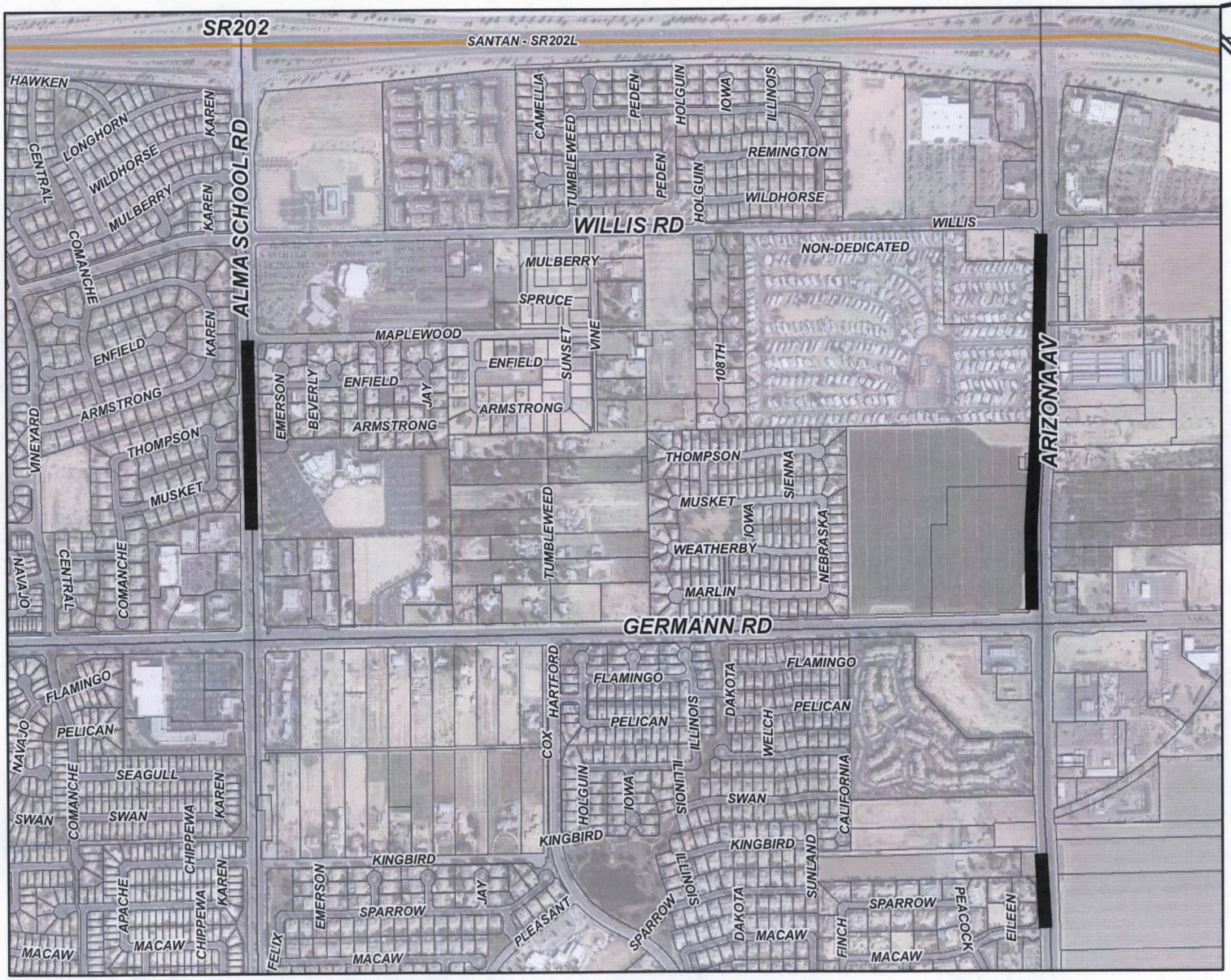
13. Department Head
Dave Siegel, Municipal Utilities Director

12. Transportation & Development
Bob Fortier, Capital Projects Manager

14. Acting City Manager
Marsha Reed

Chandler + Arizona

CHANDLER RECLAIMED WATER INFILL
PROJECT NO. WW1414.451



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PROJECT LIMITS

NTS

ChanGIS

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PROJECT AGREEMENT
PURSUANT TO ANNUAL CONTRACT NO. EN1523.101

PROJECT AGREEMENT NO: WW1414.451

This PROJECT AGREEMENT is made this ____ day of _____, 2015, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and Aztec Engineering Group, Inc. an Arizona corporation (hereinafter referred to as "Annual Consultant") and is a project agreement entered into pursuant to Annual Contract No. EN1523.101.

CITY and Aztec Engineering Group, Inc., in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1 - DESCRIPTION OF WORK:

This project is Reclaimed Water Infill Construction Management, Project Number WW1414.451. The scope of work consists of construction management services for Reclaimed Water Infill project, 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 Twenty Seven Thousand Seven Hundred Eighty Dollars ($127,780) determined and payable as set forth in Annual Contract EN1523.101 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 Two Hundred Seventy (270) 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. EN1523.101 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_____, 2015.

CITY OF CHANDLER

_____
DEPARTMENT HEAD/DESIGNEE DATE:

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

APPROVED AS TO FORM:

_____
City Attorney By:

ATTEST:

_____
City Clerk

FOR THE ANNUAL:

By: Robert L Lemke, A
Title: CEO

ADDRESS FOR NOTICE
Mr. Robert Lemke
Aztec Engineering Group, Inc.
4561 E. McDowell Rd.
Phoenix, AZ 85008

Phone: 602-454-0402

EXHIBIT A
SCOPE OF WORK

PROJECT DESCRIPTION

The CITY has identified locations within South Chandler that require Reclaimed Water Infill piping to increase the efficiency of the system and provide reclaimed water service to existing and future users. This project includes the installation of 12" reclaimed waterline in both Arizona Avenue and Alma School Road along with stubs and service lines for future use.

ANNUAL CONSULTANT shall provide the following construction administration/management services:

OFFICE SERVICES – TASK 100

Task 101: Project Controls

CONSULTANT shall prepare agenda and minutes and attend construction meetings.

Project Controls include monitoring the construction budget, processing payment applications, and managing the construction schedule.

The CONSULTANT shall monitor the construction budget using the schedule and budget milestones as set up in the project controls system. Potential cost overruns will be tracked early in the project and brought to the immediate attention of the project team to quickly resolve any discrepancy.

The CONSULTANT shall conduct monthly schedule reviews to ensure the project is on schedule.

The CONSULTANT shall authorize payment to the contractor based on inspection reports of completed satisfactory work. A project record keeping system will be established to track payments and how it relates to the overall project schedule and budget.

Task 102: Requests for Information (RFIs)

The Resident Engineer shall coordinate the RFI request from the Contractor to the Design Project Manager. The Design Project Manager shall review and respond in writing to the RFIs, with the City's concurrent approval.

Task 103: Submittals and Shop Drawings

The Resident Engineer shall coordinate Shop Drawing submittals from the Contractor to the Design Project Manager. Submittals will be tracked in a Log. The Design Project Manager shall review shop drawings and other submittals for conformance to the design intent and concept of the project and for compliance with the Contract Documents. The Design Project Manager shall response in writing to submittals, with City concurrent approval. (Note: Specific details relative to the submittal/review process shall be in accordance with the provision of the Technical Specifications and Contract Documents. Such reviews will not extend to means, methods, sequencing of construction or safety precautions/programs)

Task 104: Requests For Proposals and Field Orders
The Resident Engineer shall prepare and issue any Requests for Proposal (RFPs) or Field Orders (FOs) requested by the City. The Resident Engineer will review all cost proposals from the Contractor for relevance and application to the project plans and specifications and provide comments and recommendations to the City for basis of approval or rejection. The Design Project Manager will coordinate any revisions necessary with the design team and issue to the Contractor, with City's concurrent approval. All FOs and RFPs will be tracked in a Log along with any cost implications.

FIELD SERVICES – TASK 200

Task 201: General Field Services
The CONSULTANT shall provide a Lead Inspector to supplement and coordinate with City's inspection staff to observe construction activities for the duration of the project.

The CONSULTANT shall advise and/or consult with the City, when it is believed that work should be corrected, rejected, uncovered for observation, requires special testing, or special inspections.

Task 202: Administrative Duties
The CONSULTANT shall maintain record keeping system to manage all project activities including incoming and outgoing correspondence, meeting agenda and minutes, RFIs, submittals, RFPs, FOs, Owner's Allowance Usage, permits, and local agency coordination. Both the Resident Engineer and Project Engineer will be responsible for the maintenance of these documents for use by other members of the project team. Administrative Duties also include incoming and outgoing correspondence, coordination with sub-consultants, and answering phones.

Task 203: Materials Testing
The CONSULTANT shall assign a Geotechnical Engineer to provide the necessary Quality Assurance (QA) and Independent Acceptance (IA) materials testing required for the project. This includes testing subgrade, aggregate base, concrete, asphalt; laboratory work, and issuing of reports. CONSULTANT shall prepare, maintain, and validate conformance of QA and IA materials testing plans and sampling checklist for testing types and frequencies for consistency to federal, Arizona Department of Transportation (ADOT), Maricopa Association of Governments (MAG), and City requirement. Consultant shall also review Contractor's Quality Control (QC) test schedule and coordinate necessary QA and IA testing.

POST CONSTRUCTION SERVICES – TASK 300

Task 301: Completion Verification
The CONSULTANT will certify and assist in issuance of the Certificate of Substantial Completion. This certificate will be accompanied by a list of outstanding items (punch list) requiring completion or correction in accordance with the Construction Documents. After the Contractor has completed the work of the punch list, The CONSULTANT shall accompany the City in the conduct of a final inspection in the company of the Contractor. When all work items have been completed in accordance with the Construction

Documents, the CONSULTANT shall certify, by approval signature, issuance of the Certificate of Final Completion.

Task 302: Record Drawings
The CONSULTANT shall prepare Record Drawings for the entire project by transferring "As-Built" information provided by the Contractor's redlines into original design files. Record Drawings shall be signature certified for conformance to "DESIGN INTENT" by Record Engineer and bear Professional Engineer's seal and signature on each sheet. Record Drawings shall be provided the City's Project manager including one full size Mylar hardcopy set (with original signatures on coversheet, and electronic PDF and AutoCADD files.

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS

Project Roles and Responsibilities
A brief description of each role and responsibilities for each type of service is shown below.

Post Design Services (OFFICE)

- **Project Manager:** Provide assistance and oversight in responses to Shop Drawings, Request for Information (RFIs) and other inquiries from the field.

Construction Management Services (FIELD)

- **Resident Engineer/Lead Inspector:** Provide supplemental inspection services to the City anticipated to include contractor oversight, budget/schedule controls, pay applications, coordination with local agencies and utilities, manage project personnel and certify the final acceptance of the completed work. Weekly workload for the duration of the project is anticipated at approximately 24 hours per week.

- **Materials Inspector:** At the request of the Resident Engineer/Lead Inspector, provide materials inspection and testing for reclaimed waterline trench backfill and pavement replacement. For additional information, see RAMM Geotechnical Proposal included in Appendix D.

- **Administrative Staff:** Perform all office duties including project controls, record keeping, logs and assuring contractor payments for completed work as approved by the inspectors.

- **Geotechnical Engineer:** Perform all field and laboratory evaluations and analysis to formulate geotechnical recommendations for site grading and preparation procedures, thickness of replacement pavement, corrosion potential, and excavation conditions. borings/cores of paved areas and backfill with ½ sack of CLSM and topped with two lifts of hot asphalt concrete (AC) to match existing AC thickness. Perform laboratory analysis of representative samples including: moisture content and dry density, direct shear (3), Swell (3),

Minus No. 200 Sieve and Plasticity Index (16), standard proctor (3), and pH/minimum resist (8). Field

SUB-CONSULTANTS

Sub-consultant, Ricker Atkinson McBee Morman & Associates, Inc. (RAMM), shall perform Geotechnical Engineer QA services.

Sub-consultant, ATEK Engineering Consultants (ATEK), shall perform Geotechnical Engineering IA services.

ALLOWANCES

Direct Expense Allowance shall be used to reimburse of expenses such as messenger/delivery, mileage, and reproductions/printing at cost with back-up invoices.

Owner's Allowance shall only be utilized with prior written approval from the City.

EXHIBIT B
FEE SCHEDULE

Description	Subtotal
Task 100 Office Services	**20,160.00**
Task 101 Project Controls	7,920.00
Task 102 RFIs	2,800.00
Task 103 Submittals	1,400.00
Task 104 RFPs and FOs	8,040.00
Task 200 Field Services	**66,400.00**
Task 201 General Field Services	61,440.00
Task 202 Administrative Duties	4,960.00
Task 300 Post Const. Services	**6,520.00**
Task 301 Completion Verification	1,600.00
Task 302 Record Drawings	4,920.00
Direct Labor Total	**93,080.00**
Sub-Consultants	**23,200.00**
Task 203 Quality Assurance (QA) Materials Testing (RAMM)	18,200.00
Task 203 Independent Acceptance (IA) Materials Testing (ATEK)	5,000.00
Allowance	**11,500.00**
Direct Expense Allowance	1,500.00
Owner's Allowance	10,000.00
Total	**127,780.00**