



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CP16-056**

1. Agenda Item Number:
34
2. Council Meeting Date:
September 24, 2015

TO: MAYOR AND COUNCIL
THROUGH: CITY MANAGER

3. Date Prepared: September 9, 2015
4. Requesting Department: Municipal Utilities

5. SUBJECT: Project Agreement for Construction Management Services, for Large Valve Replacement

6. RECOMMENDATION: Staff recommends City Council award a Project Agreement to Dibble & Associates Consulting Engineers, Inc., dba Dibble Engineering, Inc., for construction management services, for Large Valve Replacement, pursuant to Annual Water and Wastewater Services Contract No. EN1520.101, Project No. WA1504.451, in an amount not to exceed \$67,495.

7. BACKGROUND/DISCUSSION: An assessment, evaluating the condition of water valves with a diameter of 20-inches and larger, has identified two 48-inch butterfly valves that need replacement. One valve is located west of the intersection of McQueen and Pecos roads, and the other valve is located east of Fire Station No. 1 at 1491 E. Pecos Road.

The project scope of work consists of: project administration, conducting construction observations, reviewing submittals, responding to requests for information, and preparing record drawings and a condition assessment of the existing 48-inch water line.

A Construction Manager at Risk Contract, Project No. WA1504.401, to CSW Contractors, Inc., for Large Valve Replacement, is also scheduled for this Council meeting.

8. EVALUATION: This project is being performed under the Annual Water and Wastewater Services 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 160 calendar days following Notice to Proceed.

9. FINANCIAL IMPLICATIONS:

Cost: \$67,495
Savings: N/A
Long Term Costs: N/A

Fund Source:

<u>Account No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
601.3820.6712.6WA023	Water Bonds	Main & Valve Replacement	Yes	\$67,495

10. PROPOSED MOTION: Move City Council award a Project Agreement to Dibble & Associates Consulting Engineers, Inc., dba Dibble Engineering, Inc., for construction management services, for Large Valve Replacement, pursuant to Annual Water and Wastewater Services Contract No. EN1520.101, Project No. WA1504.451, in an amount not to exceed \$67,495.

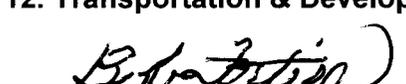
ATTACHMENTS: Location Map, Agreement

APPROVALS

11. Requesting Department


John Knudson, Utilities Engineering Manager

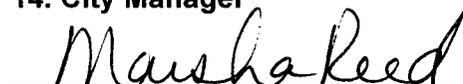
12. Transportation & Development


Bob Fortier, Capital Projects Manager

13. Department Head

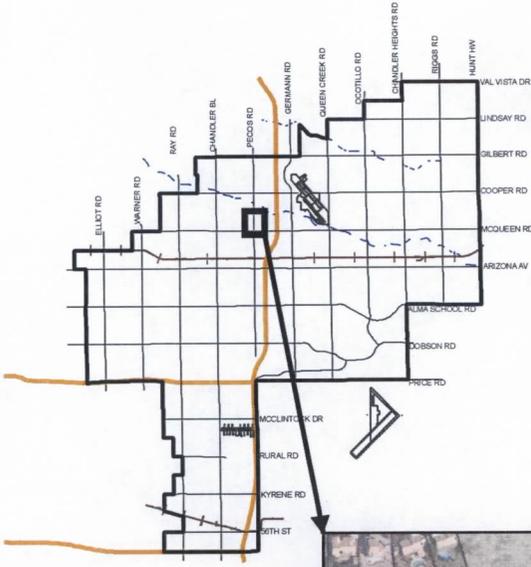

Dave Siegel, Municipal Utilities Director

14. City Manager


Marsha Reed, Acting City Manager



LARGE VALVE REPLACEMENT PROJECT NO. WA1504.451



MEMO NO. CP16-056

PROJECT LOCATION



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

PROJECT AGREEMENT NO: WA1504.451

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 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 Large Valve Replacement Construction Management Services, Project Number WA1504.451. The scope of work consists of providing construction management services for the large valve replacement 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 Sixty Seven Thousand Four Hundred Ninety Five Dollars (\$67,495) 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 Sixty calendar days and Annual Consultant agrees to complete all work within One Hundred Sixty (160) 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 _____, 2015.

CITY OF CHANDLER

FOR THE ANNUAL:

MAYOR DATE:

By: James R. Tab
Title: VICE PRESIDENT

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

City Attorney By: [Signature]

ATTEST:

City Clerk

EXHIBIT A SCOPE OF WORK

PROJECT DESCRIPTION

The City has developed a program to assess, maintain, rehabilitate and/or replace existing water transmission and distribution valves 20-inches and larger. The assessment program has identified a prioritized list of valves designated for replacement. Two valves were identified of critical importance to replace. The first location is the existing 48-inch butterfly valve, EID 713009641, located along Pecos Road at the discharge from the water treatment plant east of the new Fire Station No. 1 at 1491 East Pecos Road. The second location is a new 48-inch butterfly valve located along Pecos Road immediately west of the intersection with McQueen Road.

The City plans to have a Construction Manager At Risk Contractor, under a separate contract, abandon the existing butterfly valves in place and install new 36" resilient gate valves near each location. As part of the construction activities a condition assessment, destructive and non-destructive testing, of a removed portion of the existing 48-inch Prestressed Concrete Cylinder Pipe (PCCP) will be performed.

ANNUAL CONSULTANT shall complete construction management services in accordance with the following tasks.

SCOPE OF WORK

Task 1: Construction Administration

ANNUAL CONSULTANT shall provide construction administration services including:

- Coordination with Contractor's activities
- Review and coordination of the Contractor's construction schedule
- Periodic review of Contractor's as-built drawings/redlines
- Coordination of Contractor's acceptance testing
- Review up to three (3) Contractor's pay applications for applicability, accuracy, completeness, and documentation and provide concurrent signature approval or recommend disapproval to City.
- Attend and participate in one (1) pre-construction meeting.
- Attend and conduct five (5) weekly construction meetings. ANNUAL CONSULTANT shall prepare the agenda and minutes for each construction meeting, and distribute minutes to the project distribution list electronically.
- Prepare project closeout documentation including substantial completion and final completion certificates
- Verification of City training by Contractor

Task 2: Construction Observation

ANNUAL CONSULTANT shall 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 shall be scheduled to observe construction activities in coordination with observations by the City's inspector, with an average of four days per week, and specifically on Saturdays.

The project inspector shall prepare construction observation reports, on City approved form, documenting observed Contractor's activities, materials, processes and procedures being employed at the time of the observation.

ANNUAL CONSULTANT shall participate in substantial completion and final completion walks/observations. ANNUAL CONSULTANT shall prepare punch list and provide signature confirmation of substantial completion and final completion.

Task 3: Submittals

ANNUAL CONSULTANT shall review, respond, and maintain a log of up to 25 submittals of shop drawings, samples, test results, and other data that contractor submits. Up to two reviews per submittal shall be conducted for conformance with the construction documents.

The submittal log shall show dates of submission, name, number, transmittal action, dates of return and review action. Copies of the log shall be included in meeting agenda documentation at the weekly construction meetings and provided in response to each submittal.

ANNUAL CONSULTANT shall provide technical assistance for Contractor's startup and commissioning processes. ANNUAL CONSULTANT shall review as Submittals the Maintenance of Plant Operations (MOPO) plans prepared by Contractor and participate in equipment startup and training activities. ANNUAL CONSULTANT shall provide technical guidance in an advisory capacity;

Submittals shall also include review of Contractor's Operation and Maintenance Manuals and spare parts list.

Task 4: Requests for Information and Field Orders

ANNUAL CONSULTANT shall review, evaluate, and respond to up to five (5) Contractor's Requests for Information (RFI), subject to conformance with the contract documents. ANNUAL CONSULTANT shall issue responses to Requests for Information and/or issue Field Orders (FO) to provide clarifications of the contract documents when necessary.

ANNUAL CONSULTANT shall review, evaluate and respond to up to five (5) Contractor's requests for change orders and/or authorizations for use of contract allowances. ANNUAL CONSULTANT shall issue up to five (5) Requests For Proposals (RFPs) for additional work items initiated by the City for use of contract allowances. ANNUAL CONSULTANT shall review cost proposals for applicability, completeness, documentation, and unit costs. ANNUAL CONSULTANT shall provide a recommendation for approval or disapproval to the City.

ANNUAL CONSULTANT shall maintain logs identifying dates of submittal, dates of response and summary of action, including monitoring and adjustments to project costs. Copies of the logs shall be included in meeting agenda documentation at the weekly construction meetings and provided in response to each submission.

Task 5: Record Drawing Preparation

ANNUAL CONSULTANT shall prepare and certify record drawings from the Contractor's Certified redlines printed. Record drawings shall be prepared to reflect field conditions as indicated by the Contractor, including changes made by addendum, RFIs, FOs, RFPs, construction observation reports, etc. Record Drawings shall be provided on Mylar and electronic AutoCAD and PDF formats.

Task 6: Destructive Testing Technical Memorandum

ANNUAL CONSULTANT shall review results of Contractor's destructive testing activities on the

portions of existing piping removed for valve installation. ANNUAL CONSULTANT shall summarize findings from the test results and compile with any recommendations into a Technical Memorandum.

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS

- ANNUAL CONSULTANT assumes that all inspection of various City permit activities (traffic control, right-of-way restoration, etc.) shall be performed by the City of Chandler and are not included in the ANNUAL CONSULTANT's scope of work.
- Construction meetings are assumed to be conducted at the project site, if a trailer is provided, or at the City's offices.
- Review of submittals shall not extend to means, methods, sequences, techniques or procedures of construction selected by Contractor(s), or to safety precautions and programs associated thereto.
- It is assumed that meeting minutes, construction observation reports, submittals, RFI's, etc. shall be received and distributed electronically amongst all parties.
- The Contractor shall maintain responsibility for startup and commissioning operations and coordination with plant operations staff during testing activities.
- Excludes field survey or location of improvements necessary for record drawing preparation because it is assumed that survey and location shall be provided by the Contractor.
- The Quality Assurance Weld Inspection allowance shall be utilized and reimbursed at direct cost for inspection of contractor's welds.
- The Direct Expense allowance shall be utilized to reimburse for items such as mileage, printing, and, Mylar, at direct cost.
- The Owner's Allowance shall only be utilized for additional services requested by the City, with prior written approval from the City.
- Assumed that the Contractor shall be perform Quality Control (QC) testing, coordinate testing, and provide testing results for City and ANNUAL CONSULTANT review evaluation conformance to contract documents. Review of these results included as part of the construction observation task.

**EXHIBIT B
FEE SCHEDULE**

Task No.	Task	Subtotal
1	Construction Administration	16,375.00
2	Construction Observation	21,560.00
3	Submittals	7,015.00
4	Requests for Information and Field Orders	6,515.00
5	Record Drawing Preparation	5,270.00
6	Destructive Testing Technical Memorandum	2,260.00
Subtotal		58,995.00
Allowances Subtotal		8,500.00
	Quality Assurance Weld Inspection	2,500.00
	Owner's Allowance	5,000.00
	Direct Expense Allowance	1,000.00
TOTAL FEE		67,495.00