



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CP16-067**

1. Agenda Item Number:

35

2. Council Meeting Date:
September 24, 2015

TO: MAYOR AND COUNCIL

3. Date Prepared: September 9, 2015

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Project Agreement with Carollo Engineers, Inc., for Construction Management Services, for the Downtown Sites 4, 5, and 6 Water-Wastewater Infrastructure

6. RECOMMENDATION: Staff recommends City Council award a Project Agreement to Carollo Engineers, Inc., for construction management services, for the Downtown Sites 4, 5, and 6 Water-Wastewater Infrastructure, pursuant to Annual Water and Wastewater Services Contract No. EN1518.101, Project No. WW1506.452, in an amount not to exceed \$94,609.

7. BACKGROUND/DISCUSSION: The City is currently negotiating development agreements for Downtown Sites 1 through 7 with private developers. Previous assessments of the water and wastewater system in the Downtown area recommend improvements that are necessary to provide adequate levels of service for the proposed developments.

This project scope of work consists of: project management services, reviewing submittals, responding to requests for information, conducting site visits and field inspections, permitting assistance, and preparing record drawings for Downtown Sites 4, 5, and 6.

A Construction Manager at Risk Contract, Project No. WW1506.402, to Achen-Gardner Construction, LLC, for the Downtown Site 4, 5, and 6 Water-Wastewater Infrastructure, is also scheduled for this Council meeting.

8. EVALUATION: This project is being performed under the Annual Water and Wastewater Services Contract No. EN1518.101, to Carollo Engineers, Inc. The costs proposed for this project have been evaluated by staff and are determined to be reasonable. The contract completion time is 255 calendar days following Notice to Proceed.

9. FINANCIAL IMPLICATIONS:

Cost: \$94,609
Savings: N/A
Long Term Costs: N/A

Fund Source:

Account No.:	Fund Name:	Program Name:	CIP Funded:	Amount:
601.3820.6714.6WA110	Water Bonds	Water System Upgrades w/Street Projects	Yes	\$66,355
615.3910.6813.6WW332	Wastewater Operating	Wastewater System Upgrades w/Street Projects	Yes	\$28,254
			Total:	\$94,609

10. PROPOSED MOTION: Move City Council award a Project Agreement to Carollo Engineers, Inc., for construction management services, for the Downtown Sites 4, 5, and 6 Water-Wastewater Infrastructure, pursuant to Annual Water and Wastewater Services Contract No. EN1518.101, Project No. WW1506.452, in an amount not to exceed \$94,609.

ATTACHMENTS: Location Map, Agreement

APPROVALS

11. Transportation & Development


John Knudson, Utilities Engineering Manager

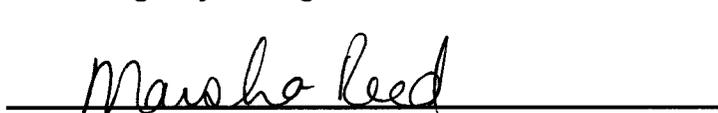
13. Department Head


Dave Siegel, Municipal Utilities Director

12. Requesting Department


Bob Fortier, Capital Projects Manager

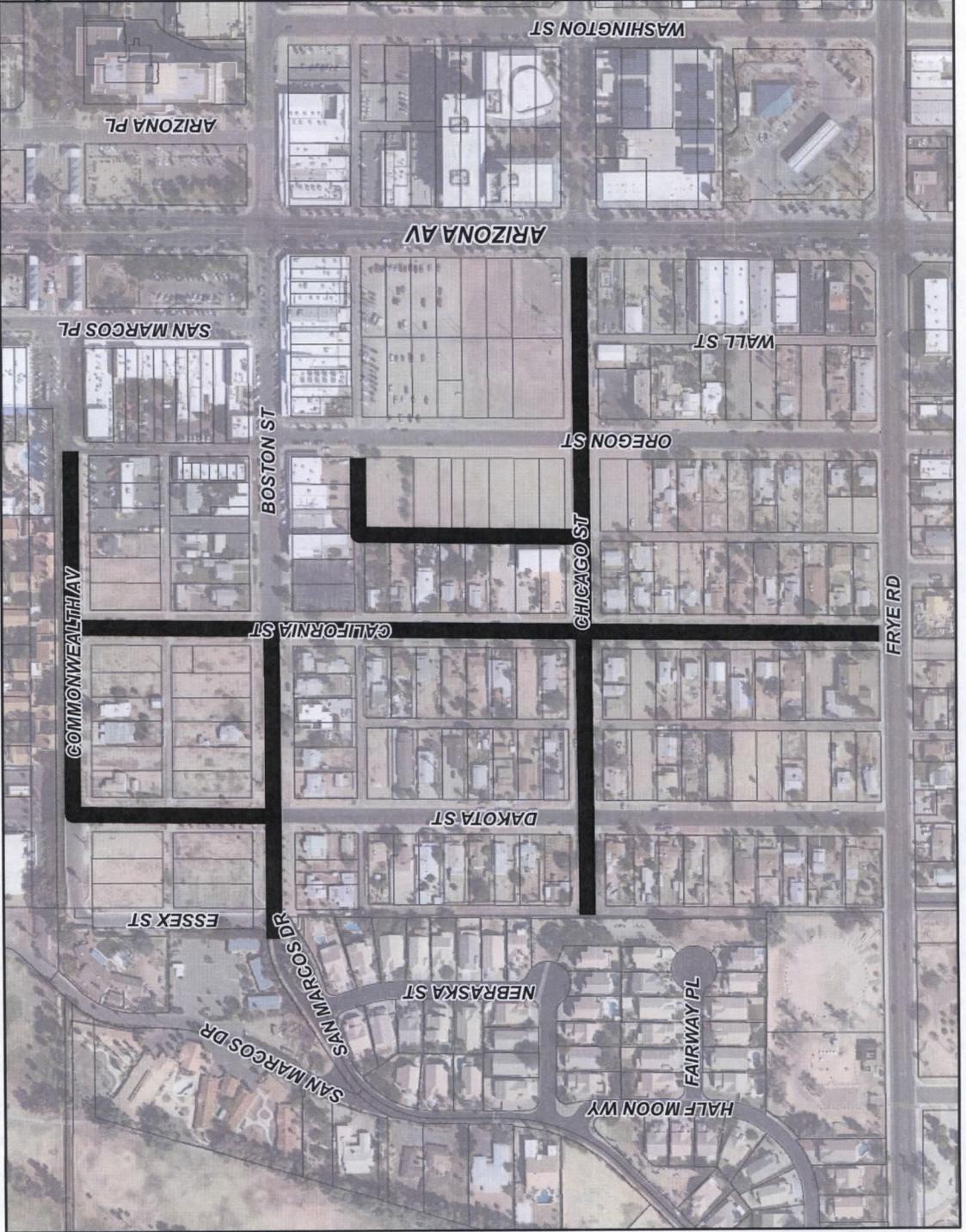
14. Acting City Manager


Marsha Reed, Acting City Manager



Chandler, Arizona

DOWNTOWN SITES 4, 5, AND 6 WATER-WASTEWATER INFRASTRUCTURE PROJECT NO WW1506.452



MEMO NO. CP16-067

PROJECT LOCATION



**PROJECT AGREEMENT
PURSUANT TO ANNUAL CONTRACT NO. EN1518.101**

PROJECT AGREEMENT NO: WW1506.452

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 Carollo Engineers, Inc. a Delaware corporation, licensed to do business in the State of Arizona (hereinafter referred to as "Annual Consultant") and is a project agreement entered into pursuant to Annual Contract No. EN1518.101.

CITY and Carollo Engineers, Inc., in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1 - DESCRIPTION OF WORK:

This project is Downtown Water-Wastewater Infrastructure improvements Sites 4, 5, 6 Construction Management Services, Project Number WW1506.452. The scope of work consists of Construction Management Services for the Downtown Water-Wastewater Infrastructure improvements Sites 4, 5, 6, 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 Ninety Four Thousand Six Hundred Nine Dollars (\$94,609) determined and payable as set forth in Annual Contract EN1518.101 and Exhibit B attached hereto and made a part hereof by reference.

ARTICLE 3 - CONTRACT TIME:

The contract time is Two Hundred Fifty Five calendar days and Annual Consultant agrees to complete all work within Two Hundred Fifty Five (255) 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. EN1518.101 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: David Sobek M. J. Long
Title: Sr. VICE PRESIDENT 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. David Sobek
Carollo Engineers, Inc.
4600 E. Washington St., Ste. 500
Phoenix, AZ 85034

APPROVED AS TO FORM:

Phone: 602-263-9500

City Attorney By: 

ATTEST:

City Clerk

EXHIBIT A SCOPE OF WORK

GENERAL PROJECT DESCRIPTION

The work to be performed consists of the following tasks:

- Task 1 – Project Management
- Task 2 – Review Submittals
- Task 3 – Respond to Requests for Information
- Task 4 – Periodic Site Visits by CM
- Task 5 – Field Inspection and Record Keeping (T&M)
- Task 6 – Record Drawings and Closeout with MCESD, Punch list

SCOPE OF WORK

TASK 1 - PROJECT MANAGEMENT

ANNUAL CONSULTANT shall perform project management and monitoring activities throughout the Project duration, as delineated in the following task.

1.1 Pre-construction Meeting

ANNUAL CONSULTANT shall coordinate scheduling the Pre-construction Meeting with CITY and Construction Manager@Risk (CMAR) at a Chandler City Hall conference room. ANNUAL CONSULTANT shall prepare the Agenda and provide meeting minutes within five (5) calendar days after the meeting:

1.2 Project Management

ANNUAL CONSULTANT shall provide project management services to include directing the activities of the project team members, regularly monitoring progress of the work and the budget, preparing progress and activity reports, communicating with the City staff on construction issues, problems encountered, and monitoring and updating the project schedule as appropriate.

TASK 2 – REVIEW SUBMITTALS

ANNUAL CONSULTANT will receive and process submittals from the Contractor using an acceptable document archiving and processing software. For the purposes of estimating level of effort for this Task, it is assumed that up to twelve (12) submittals will be received, reviewed and processed during this project

Should this number increase beyond 12 submittals, ANNUAL CONSULTANT might seek a contract amendment from the City.

TASK 3 – RESPOND TO REQUESTS FOR INFORMATION (RFIs)

ANNUAL CONSULTANT will receive and process requests for information (RFIs) from the Contractor in the same manner as described in Task 2. It is assumed that up to ten (10) RFIs will be received, answered, and processed during this project.

Should this number increase beyond 10 RFIs, ANNUAL CONSULTANT might seek a contract amendment from the City.

TASK 4 – PERIODIC SITE VISITS BY CM

The ANNUAL CONSULTANT will make periodic site visits to ascertain that the work is proceeding in accordance with the Drawings and Specifications. It is assumed that ANNUAL CONSULTANT will conduct up to eighteen (18) site visits, ideally two visits per week.

Should this number increase beyond 18 site visits, ANNUAL CONSULTANT might seek a contract amendment from the City.

TASK 5 – FIELD INSPECTION AND RECORD KEEPING (T&M)

ANNUAL CONSULTANT has destined 100 hours for this task to be performed during a 9-week period. This is approximately 11 hours per week for site inspection. During these visits, the ANNUAL CONSULTANT inspector will provide inspection to verify that the project plans and schedules are being adhered to. He will record his findings in an inspection report. The inspector will also record time and materials utilized relating to Allowance Items within the CMAR contract.

TASK 6 – RECORD DRAWINGS AND CLOSEOUT

ANNUAL CONSULTANT will prepare Record Drawing documents and deliver to the City for review and comment. Upon approval by the City of final Record Drawings, ANNUAL CONSULTANT will request an Approval of Construction (AOC) letter from MCESD.

Deliverables: Five (5) sets of full - sized drawings, and letter from MCESD.

TASK 7 ALLOWANCE:

OWNERS ALLOWANCE UNFORESEEN CONDITIONS: Allowance be utilized at the City's discretion and based on written direction from the City's Project Manager. Not to exceed \$5,000.00

PROJECT ASSUMPTIONS

The following assumptions are considered inclusive to the Scope of Work:

ANNUAL CONSULTANT is not required to perform field-surveying services. Should it later be determined by the City that field surveying services are required, those services will be added as a change order to this contract.

**EXHIBIT B
FEE SCHEDULE**

CM PHASE SERVICES		Categories					Subtotal
		Project Principal	Senior Professional	Senior Construction Manager	Senior Technicians	Document Processing / Clerical	
Fee by Classification		\$ 245.00	\$ 225.00	\$ 200.00	\$ 135.00	\$ 85.00	
Tasks	Construction Phase Services						
1	Project Management (assume 7 months)	7	14	14	0	0	35
2	Review Submittals (assume 20 total)	0	6	40	0	40	86
3	Respond to RFIs (assume 30 total)	0	6	60	0	30	96
4	Periodic Site Visits by CM (assume 56 total)	0	9	168	0	0	177
5	Meetings with Utilities in the field (assume 8)	0	6	24	0	0	30
6	Record Drawings and Closeout with MCESD	1	2	16	24	8	51
Total Labor Manhours		8	43	322	24	78	475
Total Not to Exceed (NTE) Labor Cost		\$ 245	\$ 9,675	\$ 64,400	\$ 3,240	\$ 6,630	\$ 84,190
		0.3%	11.5%	78.5%	3.8%	7.9%	
OTHER DIRECT COSTS							
1)	Project mileage, mylars and reproduction						\$ 2,000
							Total Other Direct Costs \$ 2,000
NOTES							
1)	Assumes a 210 calendar day project duration.						
							OWNER'S ALLOWANCE (10%) \$ 8,419
							TOTAL PROJECT COST \$ 94,609