



Chandler - Arizona
Where Values Make The Difference

**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CP16-182**

1. Agenda Item Number:

9

2. Council Meeting Date:

May 26, 2016

TO: MAYOR AND COUNCIL

3. Date Prepared: May 11, 2016

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. **SUBJECT:** Project Agreement with Stantec Consulting, Inc., for the Hillcrest Recovery Well Equipping

6. **RECOMMENDATION:** Staff recommends City Council award a Project Agreement to Stantec Consulting, Inc., for construction management services, for the Hillcrest Recovery Well Equipping, pursuant to Annual Water and Wastewater Services Contract No. EN1521.101, Project No. WW1412.451, in an amount not to exceed \$109,210.

7. **BACKGROUND/DISCUSSION:** The Hillcrest Recovery Well is located at 5899 S. Hillcrest Drive. The well was originally drilled in February 2005 for water production purposes, but was never equipped for potable use due to high arsenic levels. The well has been repurposed as a recovery well to supplement the reclaimed water system during peak demand periods. The recovery well will be connected to the existing reclaimed water distribution system. This project includes construction management services for the installation of well pumping equipment and associated site development.

The project scope of work consists of: project meetings, inspection services, schedule review, utility coordination, submittal and shop drawing reviews, contractor payment review, materials testing, instrumentation and controls programming, and record drawings.

A Construction Contract, Project No. WW1412.401, with Redpoint Contracting, for the Hillcrest Recovery Well Equipping, is also scheduled for this City Council meeting.

8. **EVALUATION:** This project is being performed under the Annual Water and Wastewater Services Contract No. EN1521.101, to Stantec Consulting, Inc. The costs proposed for this project have been evaluated by staff and are determined to be reasonable. The contract completion time is 360 calendar days following Notice to Proceed.

9. **FINANCIAL IMPLICATIONS:**

Cost: \$109,210
Savings: N/A
Long Term Costs: N/A

Fund Source:

Account No.:	Fund Name:	Program Name:	CIP Funded:	Amount:
610.3910.6817.6WW189.0	Reclaimed Water Reserve	Effluent Reuse & Storage Recovery Wells	Yes	\$109,210

10. **PROPOSED MOTION:** Move City Council award a Project Agreement to Stantec Consulting, Inc., for construction management services, for the Hillcrest Recovery Well Equipping, pursuant to Annual Water and Wastewater Services Contract No. EN1521.101, Project No. WW1412.451, in an amount not to exceed \$109,210.

ATTACHMENTS: Location Map, Agreement

APPROVALS

11. Requesting Department

Gina Ishida-Raybourn

Gina Ishida-Raybourn, Acting Utilities Engineering Manager

13. Department Head

John Knudson

John Knudson, Municipal Utilities Director

12. Transportation & Development

Bob Fortier

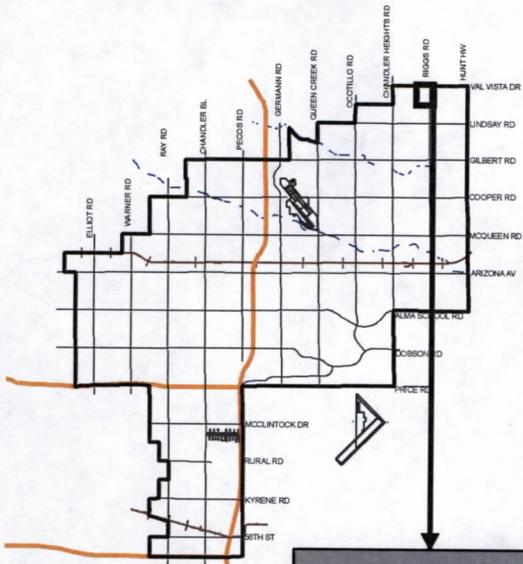
Bob Fortier, Capital Projects Manager

14. City Manager

Marsha Reed

Marsha Reed, City Manager

HILLCREST RECOVERY WELL EQUIPPING CONSTRUCTION MANAGEMENT SERVICES PROJECT NO WW1412.451



MEMO NO. CP16-182

■ PROJECT LOCATION
5899 S. Hillcrest Drive



**PROJECT AGREEMENT
PURSUANT TO ANNUAL CONTRACT NO. EN1521.101**

PROJECT AGREEMENT NO: WW1412.451

This PROJECT AGREEMENT is made this ____ day of _____, 2016, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and Stantec Consulting, Inc., an Arizona corporation (hereinafter referred to as "Annual Consultant") and is a project agreement entered into pursuant to Annual Contract No. EN1521.101.

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

ARTICLE 1 - DESCRIPTION OF WORK:

This project is Hillcrest Recovery Well Equipping Construction Management Services, Project Number WW1412.451. The scope of work consists of providing construction management services for the Hillcrest Recovery Well Equipping project, located north of the Mesquite Groves Aquatic Center at 5899 South Hillcrest Drive and on the northeast end of the same Maricopa County parcel, Parcel Number 304-81-0009D, in Section 29, Township 2S, Range 6E of the Gila and Salt River Baseline Meridian in Chandler, Arizona, all as more particularly set forth in Exhibit A attached hereto and incorporated herein by reference. The purpose of this project is to develop the existing well site as a reclaimed water system facility capable of producing 1,200 – 1,500 gallons per minute (GPM). The well facility components to be constructed at the site are as follows:

- A new well pump, mechanical piping, and valving.
- A reduced pressure principle backflow prevention assembly installed between the well pump and the reclaimed water system.
- Connection to the existing reclaimed water distribution system and a connection stub for a future City park in the north adjacent parcel.
- Variable Frequency Drive(s) (VFD) enclosed in a low profile cabinets with cooling.
- Electrical power supply, a motor control system, generator and instrumentation & controls (I&C).
- Site grading & drainage, roadway access and retention basin.
- A decorative masonry perimeter security wall with an access gates.

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 Nine Thousand Two Hundred Ten Dollars (\$109,210) determined and payable as set forth in Annual Contract EN1521.101 and Exhibit B attached hereto and made a part hereof by reference.

ARTICLE 3 - CONTRACT TIME:

The contract time is Three Hundred Sixty calendar days and Annual Consultant agrees to complete all work within Three Hundred Sixty (360) 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. EN1521.101 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 _____, 2016.

CITY OF CHANDLER

FOR THE ANNUAL:

MAYOR DATE:

By: My Brady
Title: Principal

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

ADDRESS FOR NOTICE
Ms. Maria Brady
Stantec Consulting Services, Inc.
8211 S. 48th St.
Phoenix, AZ 85044

APPROVED AS TO FORM:

Phone: 602-438-2200

City Attorney By: [Signature]

ATTEST:

City Clerk

EXHIBIT A SCOPE OF WORK

ANNUAL CONSULTANT shall perform the following project tasks:

Task 101: Project Meetings

ANNUAL CONSULTANT will participate in a preconstruction conference with the CONTRACTOR, the CITY, and other interested parties. The preconstruction conference shall include a discussion of the CONTRACTOR's tentative schedules, procedures for transmittal and review of the CONTRACTOR's submittals, processing payment applications, critical work sequencing, change orders, record documents, and the CONTRACTOR's responsibilities for safety and first aid.

The ANNUAL CONSULTANT Project Manager shall conduct weekly construction project meetings, prepare an agenda and minutes of the meetings, and distribute to the project team. The on-site representative or designate will attend each weekly Project Meeting. The ANNUAL CONSULTANT engineers will attend as required, approximately once per month during construction.

Task 102: Inspection Services

The ANNUAL CONSULTANT shall provide an on-site representative to observe construction activities to serve as the CITY's representative in coordination with the CITY inspectors.

The ANNUAL CONSULTANT shall bring any deficiencies in the work or materials to the attention of the CITY and CONTRACTOR. Daily log reports and photo records of these deficiencies and construction progress shall be forwarded to the CITY as created. These reports will be submitted to the City's Project Manager, the CIP Inspector and the Municipal Utility's Department representatives. The ANNUAL CONSULTANT will resolve any construction-related problems, conflicts or discrepancies with the CONTRACTOR and will recommend remediation actions as needed. The ANNUAL CONSULTANT shall take no action involving costs or affecting the schedule without the prior approval of the CITY. If resolution cannot be obtained at this level the ANNUAL CONSULTANT will inform the CITY.

The ANNUAL CONSULTANT will maintain a running deficiency list during the course of the project and keep the CONTRACTOR informed as to its current status. The ANNUAL CONSULTANT shall inspect the construction work with the CITY and CONTRACTOR and prepare a punch-list of those items to be completed or corrected, upon CONTRACTOR requesting substantial completion status. The punch-list is to accompany the Substantial Completion Certificate, which shall be signature certification by ANNUAL CONSULTANT and CITY to serve as confirmation of substantial completion status requested by CONTRACTOR.

ANNUAL CONSULTANT shall conduct, with the CITY, a final inspection to confirm that all punch-list items were corrected or completed and that the project work has been completed in accordance with the Contract Documents. ANNUAL CONSULTANT shall certify this final verification with a signature on final completion certificate and final payment application.

If required to monitor change work, ANNUAL CONSULTANT shall track and certify Time and Materials work performed by CONTRACTOR.

Task 103 Schedule Review and Utility Coordination

The ANNUAL CONSULTANT shall review the construction schedule with particular emphasis on assuring that reasonable time allowances have been made for the work required by the CONTRACTOR and by various utility companies. ANNUAL CONSULTANT shall review

construction progress with the CONTRACTOR and compare that progress with known construction activities and to the monthly progress pay request submitted by the CONTRACTOR. If the contractor falls behind schedule, ANNUAL CONSULTANT shall assist the CONTRACTOR in preparation of remediation action plan with CITY to get the project on schedule, but this shall not relieve CONTRACTOR's responsibilities.

The ANNUAL CONSULTANT will assist in the resolution of any utility conflicts discovered. The ANNUAL CONSULTANT shall initiate any required correspondence or assist in scheduling utility coordination meetings to ensure that the CONTRACTOR remains on schedule.

Task 104 Submittal and Shop Drawing Reviews

The ANNUAL CONSULTANT shall review the CONTRACTOR's overall list of submittals and maintain a submittal log for the project. The ANNUAL CONSULTANT shall complete all reviews and coordinate with the CITY as required for input and with the CONTRACTOR as required for any resubmittals. The ANNUAL CONSULTANT shall review drawings and other data submitted by the CONTRACTOR as required by the construction contract documents. ANNUAL CONSULTANT's review shall be for general conformity to the construction contract documents and shall not relieve the CONTRACTOR of any of his contractual responsibilities. Such reviews shall not extend to means and methods of construction. The submittal responses and log shall be distributed regularly to the project team.

It is assumed that CONTRACTOR Submittals shall be provided for all documents as indicated in the Contract Documents. It is anticipated reviews shall be completed for review guarantees, bonds, and certificates of inspection, and tests in addition to manufacturer's information and shop drawings.

The ANNUAL CONSULTANT shall verify that the CONTRACTOR provides all project close-out documents, including, but not limited to: construction redline drawings, warranty and guarantee documents, lien waivers, product manuals, maintenance and operation (O&M) manuals, and any spare parts; and training required to be provided by the CONTRACTOR. The ANNUAL CONSULTANT shall review the project closeout documents for final approval and prior to final completion certificate issuance and final payment.

The ANNUAL CONSULTANT shall review the record of manufacturer or supplier furnished operating and maintenance manuals to verify that they meet the design requirements and the manufacturer's installation, operation, and maintenance requirements. The record may comprise catalog-cuts, manuals of materials, and equipment supplied by the manufacturer that demonstrate compliance with contract documents. The ANNUAL CONSULTANT will coordinate the compilation of the manufacturers O&M Manuals with the CONTRACTOR to ensure that all manufacturer O&M Manuals are provided and in a complete electronic and hardcopy package to the CITY. ANNUAL CONSULTANT shall ensure that O&M manuals are organized in an orderly manner to provide ease of use.

Task 105 Contractor Payments

The ANNUAL CONSULTANT will review the CONTRACTOR's monthly progress payment applications and recommend approval to pay by signature. The ANNUAL CONSULTANT will review and process the CONTRACTOR's monthly payment requests and forward to the CITY for final approval and processing. The ANNUAL CONSULTANT review shall be for the purpose of making an independent opinion of work completed and mathematical check of the CONTRACTOR's payment request. The ANNUAL CONSULTANT will verify the quantities of work which are the basis of the payment requests along with compare to the CONTRACTOR's schedule of values and payment projection schedule for the project. Each monthly pay requests will also be approved and processed by the CITY.

Task 106 Requests for Information (RFI's)

ANNUAL CONSULTANT shall provide clarifications to construction contract documents and respond when requested by the CITY or CONTRACTOR. The ANNUAL CONSULTANT shall maintain an RFI Log tracking all submitted RFI's and distribute regular to the project team.

Task 107 Cost and Change Proposals

The ANNUAL CONSULTANT shall review and make recommendations on all cost proposal and change requests including extension of construction time requested by the CONTRACTOR. The ANNUAL CONSULTANT shall issue Requests For Proposal as requested by the CITY. The ANNUAL CONSULTANT shall provide documentation to evaluate the cost and scheduling aspects of all cost and change proposals and negotiate with the CONTRACTOR to obtain a fair price for the work. No cost or change proposal shall be implemented without prior approval from the CITY. If applicable, the ANNUAL CONSULTANT shall provide evaluation documentation that justifies recommendations to approve cost and change proposals.

Task 108 Material Testing

Speedie and Associates as sub-consultant to ANNUAL CONSULTANT shall provide material testing service for tests and inspections as required to be performed by the CITY in the construction contract documents. Professional construction materials inspection and testing shall meet Maricopa Association of Governments (MAG) and American Society for Testing and Materials (ASTM) E 329 requirements. Inspection and testing shall be coordinated with the construction schedule to ensure that testing does not cause undue delays. Testing and inspection services shall include placement inspection and testing of compacted select fill and backfill, ordinary backfill, gravel access road materials; and field density tests and concrete testing and inspection. Samples for testing shall be collected from the construction site and delivered to the laboratory. The laboratory shall provide a construction materials technician (technicians) to perform the field construction materials inspection and field testing services herein outlined.

- 1) Soils Testing: Select backfill, backfill and subgrade materials under and around structures, pipe trenches, and duct bank/conduit, etc., for compaction to the appropriate percentage of the moisture-density specified for each material. Selection of areas to be tested shall be made by the ANNUAL CONSULTANT. Placement of select backfill shall be periodically monitored by the technician for compliance with project materials quality specifications. Field moisture-density tests shall be conducted by the technician at the frequency directed by the ANNUAL CONSULTANT. Moisture-density relationships shall be determined in accordance with the moisture-density specifications specified for this Project, utilizing the appropriate method for each material type. Optimum moisture and maximum density remolded swell and plasticity index testing as required for each sample submitted. Soil sieve analyses shall be conducted prior to placement of select backfill, and embedment and all granular fill materials.
- 2) Concrete Placements: The laboratory's technician shall monitor the concrete materials, as delivered to the Project site, for compliance with the requirements of the Construction Contract Documents. These requirements include temperature, slump, air content, time of delivery and composition as delivered. The technician shall report any deviations from the Construction Document requirements to the ANNUAL CONSULTANT's on-site representative. The ANNUAL CONSULTANT's on-site representative will determine the acceptability of the products. The technician shall prepare and deliver (to the laboratory for

testing) the concrete test cylinders in accordance with the Construction Contract Documents and appropriate American Concrete Institute (ACI) Standards. Deliver to the laboratory, from the construction site, the concrete test cylinders prepared by the technician. Provide test cylinder control system in accordance with the Laboratory's standard control procedure.

The laboratory shall itemize any changes in specifications or acceptance criteria authorized by the ANNUAL CONSULTANT and report the actual condition of all items tested and inspected.

Written reports of all testing results which identify the required data and identify conformance or non-conformance with the Construction Contract Document will be maintained by the ANNUAL CONSULTANT and provided to the CITY regularly throughout the Project. The ANNUAL CONSULTANT will take appropriate action on all such testing and inspection reports, including acceptance, rejection, requiring additional testing or corrective work, or such other action the ANNUAL CONSULTANT deems appropriate. The ANNUAL CONSULTANT will promptly reject Work which does not conform to and comply with testing requirements.

Task 109 Instrumentation and Controls Programming and CA Services

Jensen Systems Inc. as a sub-consultant to ANNUAL CONSULTANT shall provide Instrumentation and Controls (I&C) construction administration services including the following as they apply to I&C:

- Submittal reviews
- Site inspections
- Controls point to point testing verification
- Calibration verification
- Install and test software
- Facilitate testing SCADA software (SCADA software to be provided by the CITY)
- Construction reports
- Operator training for the control panels, which is exclusive to training required by the equipment vendors

Task 110 Approval of Construction Permit

The ANNUAL CONSULTANT shall compile the testing data and record drawings, prepare, submit, and obtain the Approval of Construction (AOC) documentation from Maricopa County Environmental Services Department (MCESD). The AOC shall be provided to the City with the Record Drawings.

Task 111 Record Drawings

The ANNUAL CONSULTANT shall prepare record drawings of the completed work based upon markups from the CONTRACTOR's redline drawings and deliver the drawings to the CITY upon completion of the work. The ANNUAL CONSULTANT will provide one set of record drawings on Mylar and electronic copy in Tiff, PDF, and CAD format to the CITY. Each drawing sheet shall be presented as a separate Tiff file and PDF file and shall include the seal and signature of the Engineer of Record. The entire plans shall also be provided in a PDF format file. The seal and signature of the Engineer of Record shall not be provided with in the CAD files. The As-Builts signature block and other applicable signature blocks on the original City Approved Mylar cover sheet shall be signed by the ANNUAL CONSULTANT and appropriate sub-consultants.

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS

- CITY shall schedule and notify all interested parties and affected utilities of the date, time, and location of the pre-construction conference. Follow-on monthly meetings will be organized, led and documented by Stantec.
- It is assumed that onsite representative will be on average 11 hours per week for a nine month period of on-site construction activity. Some weeks may require more of the on-site representative's time, and other weeks may require less time or no time. The onsite representative shall maintain a presence at the Project site with sufficient frequency to be knowledgeable about the progress and quality of the work.
- CITY is responsible for final review and processing of all CONTRACTOR Payment Applications.
- Direct Expense Allowance shall reimburse at cost for items such as printing, delivery, and mileage, and MCESD permit fees.
- Owner's Allowance shall only be utilized for additional services with prior written approval from the City.
- Documentation: All project documentation will be submitted electronically via e-mail, cd, ftp site or contractor document control program with the exception of the final record drawings which will be submitted on Mylar.

**EXHIBIT B
FEE SCHEDULE**

Task	Description	Subtotal Labor Cost
Construction Management		
101	Project Meetings	\$9,520
102	Inspection Services	\$10,220
103	Schedule Review and Utility Coordination	\$1,310
104	Submittal and Shop Drawing Review	\$700
105	Contractor Payments	\$9,560
106	Requests For Information	\$38,860
107	Cost and Change Proposals	\$3,230
108	Materials Testing	\$10,220
109	Instrumentation and Controls Programming	\$2,840
110	Approval of Construction Permit	\$3,320
111	Record Drawings	\$1,660
Subtotal Direct Labor		\$80,910
Sub-Consultant and Allowances		
112	Speedie and Associates (Materials Testing)	\$4,500.00
113	Jensen Systems (Instrumentation and Controls Programming)	\$12,600.00
114	Direct Expense Allowance	\$2,200.00
115	Owner's Allowance	\$9,000.00
Sub-Consultant and Allowances Subtotal		\$28,200
Total		\$109,210