



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA07-133**

1. Agenda Item Number:
35
2. Council Meeting Date:
January 11, 2007

TO: MAYOR & COUNCIL

3. Date Prepared: December 21, 2006

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Award a project agreement to Wilson and Company for equipping design services for the McQueen Well, Project No. WA0711-202, in an amount not to exceed \$210,818.

6. RECOMMENDATION: Staff recommends that Council award a project agreement to Wilson and Company for equipping design services for the McQueen Well, Project No. WA0711-202, in an amount not to exceed \$210,818.

7. BACKGROUND/DISCUSSION: New wells are needed to meet potable water demand in the developing areas of the City. The proposed well site is within the existing McQueen Reservoir facility, located east of McQueen Road and one-quarter mile north of Chandler Boulevard. This project agreement provides for the design of the well pump, chlorination equipment, and miscellaneous equipment, as well as improvements to the existing water production facility such as cleaning and recoating of the reservoir exterior, design of a new standby power generator, electrical and instrumentation system upgrades, and surrounding landscape improvements. The well will be drilled in January 2007.

8. EVALUATION PROCESS: On February 23, 2006, Council approved an extension to an existing annual contract, EN0407-101, to Wilson and Company for equipping design and construction management services for potable water wells. Staff has reviewed the scope of work, billing rates, and total fee for this project, compared them to historical costs, and has determined that they are acceptable.

9. FINANCIAL IMPLICATIONS:

Cost: \$210,818
Savings: None
Long Term Costs: None
Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
603.3820.0000.6814.7WA034	Water System Development Fees	Well Construction	FY 06/07	\$210,818

10. PROPOSED MOTION: Move that Council award a project agreement to Wilson and Company for equipping design services for the McQueen Well, Project No. WA0711-202, in an amount not to exceed \$210,818, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map

APPROVALS

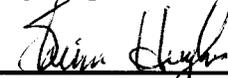
11. Requesting Department


Robert Mulvey, Assistant Municipal Utilities Director

13. Department Head


Dave Siegel, Municipal Utilities Director

12. City Engineer


Elizabeth M. Huning, Assistant Public Works
Director/City Engineer

14. City Manager

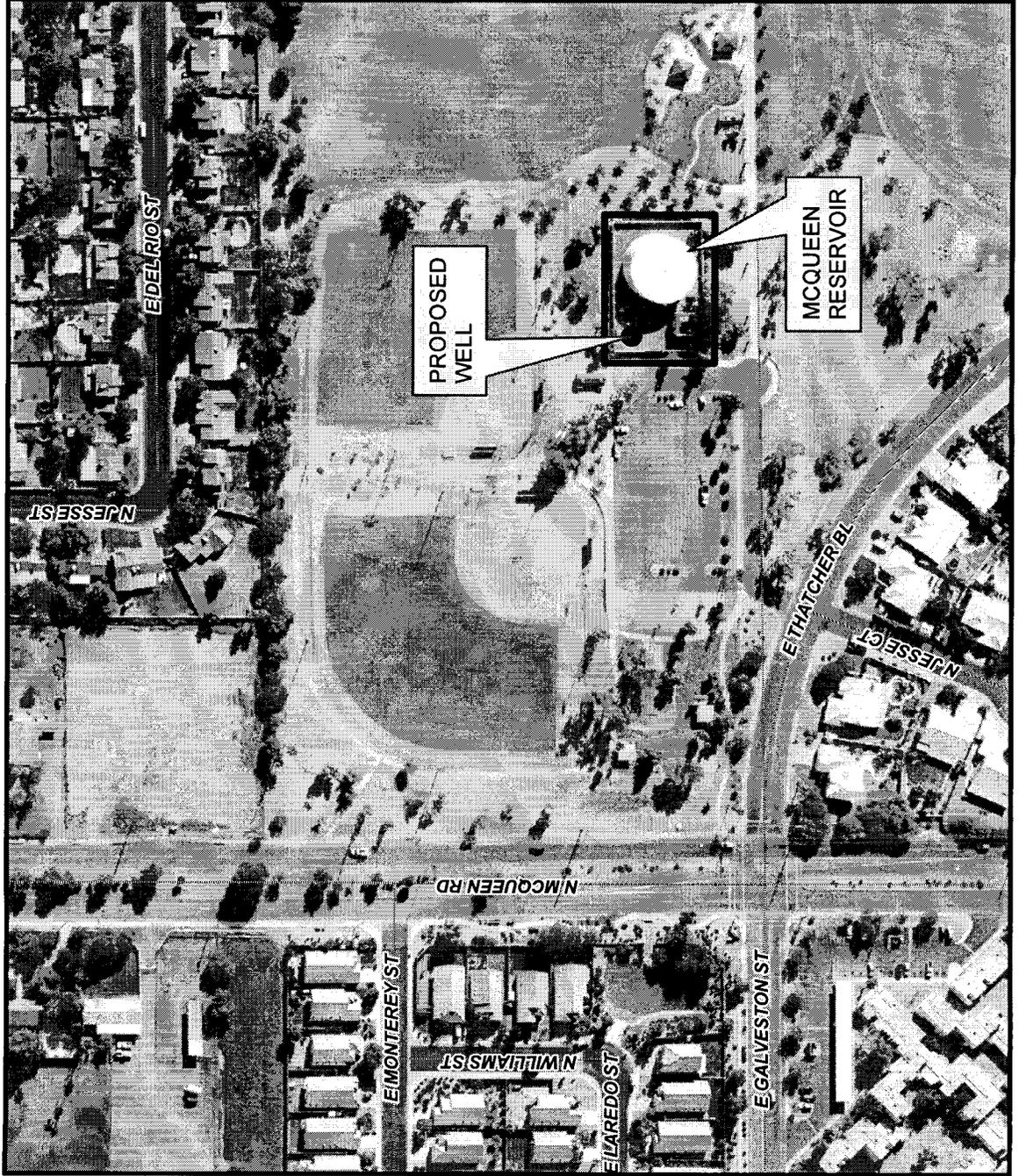
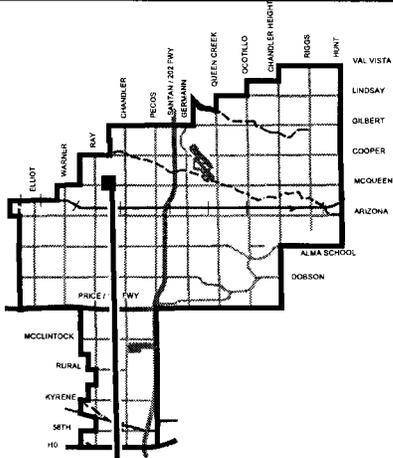

W. Mark Pentz

Acting for



MCQUEEN WELL EQUIPPING DESIGN

WA0711-202



MEMO NO. CA07-133



**PROJECT AGREEMENT
PURSUANT TO ANNUAL CONTRACT NO. EN0407-101**

AGREEMENT NO: WA0711-202

This AGREEMENT is made this _____ d ay of _____ 2006, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and Wilson & Company, Inc., a Kansas 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. EN0407-101.

CITY and Wilson & Company, Inc., in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1. DESCRIPTION OF WORK

This project is McQueen Well Equipping Design, Project Number WA0711-202. The scope of work consists of providing preliminary design, preparation of contract documents, and bid services. The project includes design for equipping of a new potable well and upgrades to the existing McQueen Water Production Facility (WPF), 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 Two Hundred Ten Thousand Eight Hundred Eight Dollars (\$210,818) determined and payable as set forth in Annual Contract EN0407-101 and Exhibit A attached hereto and made a part hereof by reference.

ARTICLE 3. CONTRACT TIME

The contract time is One Hundred Eighty days and Annual Consultant agrees to complete all work within One Hundred Eighty (180) days of the date CITY issues a Notice to Proceed.

ARTICLE 4. GENERAL

This Project Agreement is entered into pursuant to Annual Contract No. EN0407-101 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 Agreement on the day and year first written above.

This Agreement will be effective on this _____ day of _____, 2006.

CITY OF CHANDLER

FOR THE ANNUAL:

MAYOR DATE:

By: _____
Title: _____

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

ADDRESS FOR NOTICE
Mr. Mike Johnson
Wilson & Co., Inc.
9633 S. 48th St., Ste. 290
Phoenix, AZ 85044-5658

APPROVED AS TO FORM:

Phone: 893-8860
Fax: 893-8968

ATTEST: City Attorney By: *JFC*

City Clerk

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PURSUANT TO ANNUAL CONTRACT NO. EN0407-101**

AGREEMENT NO: WA0711-202

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FOR THE ANNUAL:

MAYOR DATE:

By: 
Title: Principal

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Wilson Engineers LLC
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