



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

1. Agenda Item Number:

14

2. Council Meeting Date:  
February 8, 2007

**TO: MAYOR & COUNCIL**

3. Date Prepared: January 16, 2007

**THROUGH: CITY MANAGER**

4. Requesting Department: Management Services

**5. SUBJECT** Agreement to utilize the Maricopa County Contract with Geotechnical Environmental Consultants to perform environmental audits in an amount not to exceed \$150,942.

**6. RECOMMENDATION** Recommend approval of agreement to utilize Maricopa County Contract with Geotechnical Environmental Consultants to perform environmental audits in an amount not to exceed \$150,942.

**7. HISTORICAL BACKGROUND/DISCUSSION** The City of Chandler operates seven major facilities which are subject to extensive environmental regulations involving Air, Wastewater, Groundwater, Drinking Water, Hazardous Waste, Solid Waste and Emergency Preparedness. Non-Compliance with these regulations carries heavy fines (\$32,500 per violation per day) as well as criminal penalties. The complex nature of these compliance requirements necessitate detailed expertise in these fields to set up and conduct a thorough audit. The City has selected a firm competent in this field to set up an auditing program and conduct the first audit of the City's key facilities. This audit will cover the Wastewater collection system, Airport Water Reclamation Facility, Lone Butte Water Reclamation Facility, Ocotillo Water Reclamation Facility, Reverse Osmosis Reclamation Facility, Surface Water Treatment Plant, and Chandler Municipal Airport. This audit format will become the basis for future audits of these environmental requirements.

**8. EVALUATION PROCESS:** Maricopa County awarded contracts through an RFP process for various environmental services to multiple companies. City staff solicited offers from seven of the Maricopa County contractors. Staff reviewed the qualifications, experience and pricing offered. Staff is recommending the attached agreement with Geotechnical Environmental Consultants.

**9. FINANCIAL IMPLICATIONS:** Funding for the requested service will come from Environmental Management Operating Funds, Environmental Management, Other Professional Services (738.1265.0000.5219).

**10. PROPOSED MOTION:** Move to approve agreement to utilize Maricopa County Contract with Geotechnical Environmental Consultants to perform environmental audits in an amount not to exceed \$150,942.

**APPROVALS**

**11. Requesting Department**

Jim Weiss

**12. Department Head**

Pat Walker

**13. Buyer/Contract Admin.**

Mike Mandt, CPPB

**14. City Manager**

W. Mark Pentz

AGREEMENT  
TO PROVIDE SERVICES  
PURSUANT TO MARICOPA COUNTY CONTRACT

This Contract is made and entered into by and between the City of Chandler, Arizona, a municipal corporation, hereinafter called the City, and Geotechnical Environmental Consultants, hereinafter called the CONTRACTOR.

WITNESSETH:

WHEREAS, the CONTRACTOR has contracted with Maricopa County to provide Environmental Services No. 03025 (the Maricopa County Contract); and

WHEREAS, the City wishes to engage the CONTRACTOR to provide services set forth in the Maricopa County Contract; and

WHEREAS, pursuant to the S.A.V.E. COOPERATIVE PURCHASING AGREEMENT, the City has entered into a cooperative purchasing agreement with the Maricopa County permitting it to engage contractors under the terms of the contract the Contractor entered with the Maricopa County.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, it is hereby agreed by and between the City and the CONTRACTOR as follows:

1. Scope of Work. The CONTRACTOR shall provide environmental audits for various City facilities as shown in Exhibit A, attached hereto and incorporated herein by reference and all in accordance with the specifications and details contained in the Maricopa County Contract No. 03025.
2. Completion of Work. The CONTRACTOR shall complete work in accordance with schedules agreed on between the CONTRACTOR and City
3. Payment. The City shall pay CONTRACTOR in an amount not to exceed the sum of One Hundred Fifty Thousand Nine hundred and Forty Two Dollars (\$150,942) for the services provided, in accordance with the unit prices set forth in Exhibit B.
4. Terms of Maricopa County Contract Apply. All provisions of the Maricopa County Contract are incorporated in and shall apply to this Contract as though fully set forth herein with these exception that any reference to Maricopa County shall be deemed to mean the City. This includes, without limitation, the requirement to name the City as an additional insured.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

CITY OF CHANDLER:

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:  
\_\_\_\_\_  
City Clerk

CONTRACTOR:

By: Ballard  
Title: PRINCIPAL

ATTEST: (If corporation)

Donald J. Spadola  
Secretary **DONALD J. SPADOLA**  
OR

WITNESS: (If individual or Partnership)

\_\_\_\_\_

[CORPORATE SEAL]

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CITY OF CHANDLER:

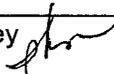
CONTRACTOR:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST: (If corporation)

City Attorney 

Secretary  
OR

ATTEST:  
\_\_\_\_\_  
City Clerk

WITNESS: (If individual or Partnership)  
\_\_\_\_\_

[CORPORATE SEAL]

Exhibit A  
Environmental Compliance Audit  
Scope of Work

**I. General**

The Consultant will conduct environmental audits to ensure compliance with all-applicable regulatory agencies including but not limited to:

United States Environmental Protection Agency  
Arizona Department of Environmental Quality  
Arizona Department of Water Resources  
Maricopa County Environmental Services  
Gila River Indian Community Department of Environmental Quality

The consultant will conduct an environmental compliance audit of the following Chandler operations/facilities:

Wastewater Collection System,  
Airport Water Reclamation Facility and its associated reuse and injection system,  
Lone Butte Water Reclamation Facility and its associated reuse and storage facility,  
Ocotillo Water Reclamation Facility and its associated reuse facilities,  
Reverse Osmosis Water Reclamation Facility and its associated injection and evaporative disposal facilities,  
Surface Water Treatment Plant, its water distribution system and testing laboratory, and  
Chandler Municipal Airport and its operations.

**II. Project Tasks**

**1. Kickoff Meeting and project start up:**

Consultant will attend a kickoff meeting with the staff related to each of the above listed facilities and establish lines of communication and schedules to inspect and go through each facility and review relevant operational and compliance records. At this meeting the consultants will identify the specifics of the individual operations such that a scope of individual inspection can be defined.

**2. Develop Audit Check-list**

The Consultant will develop an audit checklist for each facility that can be used by the City for future inspections as well as the initial inspection by the consultant. Inspection checklists shall be developed based on regulatory requirements, agency developed inspection guidelines and the specific operating characteristics of the facilities. Checklists shall include but are not limited to all relevant regulatory provisions of the Clean Water Act, Safe Drinking Water Act, Clean Air Act, CERCLA, EPCRA, RCRA, Arizona Environmental Quality Act, Wastewater Reuse Regulations and operational permitting requirements.

Checklists will be reviewed with the operation, environmental and legal team of the city related to each project and approved before proceeding on the audit of the operations and the regulatory agency files.

### **3. Regulatory Agency File Review**

The Consultant will visit the regulatory agencies with jurisdiction and review compliance records for these facilities and obtain copies of correspondence not contained in the operating records at the facility or in the Central Environmental Compliance files. Copies of these missing documents will be supplied to complete the City's compliance files. The Consultant will provide three sets of documentation collected from the regulatory agencies that were not contained in City files.

### **4. Field Inspections**

The Consultant will conduct field investigations and collect information on all phases of operations including normal operations, shut down, maintenance, upset, breakdown, emergency release/response, agency reporting/liaison, and will include photographs of findings in the field

After field inspection and agency visits the Consultant's inspection team will again meet with the operations, environmental and legal team to verify that all aspects of the operations have been investigated and all relevant files checked before a draft report is developed. Should information not have been collected in the first field inspection or records check the Consultant will revisit the agency or facility to collect additional information.

### **5. Draft Report**

The consultant will develop a draft report that will be submitted to the City Attorney as Attorney Client privileged information. A draft report will be prepared for each of the facilities inspected. The report will contain a description of the operations and the phases of operations considered in the audit, photographs of the field findings, a description of methodology and who was contacted for information, the check list used in the inspection, the findings related to each item in the check list and a listing of corrective action items that need further action.

### **6. Final Report**

After receipt of comments and additional information as necessary the Consultant will prepare a final report for each of the facilities that contains the elements listed above. The report will be supplied to the City Attorney as Attorney Client Privileged information.

1. SEWAGE COLLECTION SYSTEM										Hours		Cost		
			Employee rate (\$/hr)	Prnc	Tech Dir \$130	Pr Eng/Sci \$85	Pr Geol	Ind Hyg	Pr Mgr \$70	CAD Tech \$55	Clerical \$45	Mileage 0.00	Expenses 1.00	Estimate
<b>1 Kickoff Meeting &amp; Project Startup</b>														
	Review compliance files at City & site								5					\$775
	Kickoff Meeting @ Chandler				4	8					1		20	\$1,200
	Prepare meeting minutes					2					1		150	\$235
	Admin and startup, FirstSearch report				8	8								\$1,915
	Subtotal													\$4,125
<b>2 Develop Audit Checklists</b>														
	Complete site operations & chemical use				1	6								\$640
	Review site permits and inspection docs				1	8								\$810
	Review regs applicable to site				1	6								\$640
	Prepare list of regulatory requirements				2	6					2			\$860
	Prepare & submit draft audit checklist				2	12					4			\$1,460
	Review City comments on draft checklist				1	2								\$300
	Prepare & submit final audit checklist				1	5					2			\$645
	Subtotal													\$5,355
<b>3 Regulatory Agency File Reviews</b>														
	File review-Maricopa County													\$0
	Copy correspondence, est 50 pages													\$0
	File review-ADEQ				1	6			6					\$1,060
	Copy correspondence, est 100 pages												30	\$30
	ID Documents not in City files				1	2			3		2			\$600
	Subtotal													\$1,690
<b>4 Field Investigations</b>														
	Survey typical input locations				1				12		1			\$1,015
	Survey discharges to reclamation plants				1				8		1			\$735
	Review pretreatment samples & enforcement				2	4			8		2			\$1,250
	Review operating history & performance				1	4			4		2			\$840
	Completeness verification meeting with City team				4	8			4					\$1,200
	Revisit facilities/agencies if needed				1	4			4					\$750
	Subtotal													\$5,790
<b>1. SEWAGE COLLECTION SYSTEM (cont.)</b>														
<b>5 Prepare Draft Report</b>														
	Prepare Draft report				4	20			4		8		100	\$2,960
	Compile missing agency correspondence				1	6			2		1			\$825
	Submit Draft report for City review													\$0
	Subtotal													\$3,785
<b>6 Prepare Final Report</b>														
	Review City comments on draft				1	4			2				50	\$660
	Prepare final report draft				1	6					8			\$1,000
	Submit final report for City review				2									\$260
	Submit Final report				2	4								\$600
	Subtotal													\$2,520
	Grand Total			0	44	136	0	0	58	0	35	0	350	\$23,285
						Total =								\$ 23,285

















