



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA08-254**

1. Agenda Item Number:

29

2. Council Meeting Date:
May 8, 2008

TO: MAYOR & COUNCIL

3. Date Prepared: April 16, 2008

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Award a project agreement to Engineering and Environmental Consultants, Inc. (EEC) for design of the Ocotillo Water Reclamation Facility Maintenance / Operations Improvements, WW0813-201, in an amount not to exceed \$51,862.

6. RECOMMENDATION: Staff recommends that Council award a project agreement to Engineering and Environmental Consultants, Inc. (EEC) for design of the Ocotillo Water Reclamation Facility Maintenance / Operations Improvements, WW0813-201, in an amount not to exceed \$51,862.

7. BACKGROUND/DISCUSSION: The City has identified four (4) operational areas at the Ocotillo Water Reclamation Facility that are in need of repair, upgrades, or rehabilitation. The areas for improvement include the grit classifiers, influent Variable Frequency Drives (VFD), clarifier no. 3 and facility piping. This project agreement provides engineering and design services for the replacement of two (2) grit classifiers, the replacement of the influent VFDs, improvements to clarifier no. 3 to include sandblasting and recoating, and rehabilitation of the facility and process piping to include piping within the six (6) aeration basins.

8. EVALUATION Engineering and Environmental Consultants, Inc. was selected in accordance with established city policies and procedures. Council awarded the permitting, study, and design of water and wastewater facilities contract on September 6, 2007.

9. FINANCIAL IMPLICATIONS:

Cost: \$ 51,862
Savings: N/A
Long Term Costs: N/A

Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
615.3970.0000.5219.000000	Wastewater Operating	Other Professional Svcs/Contracts	Non CIP	\$ 51,862

10. PROPOSED MOTION: Move that Council award a project agreement to Engineering and Environmental Consultants, Inc. (EEC) for design of the Ocotillo Water Reclamation Facility Maintenance / Operations Improvements, WW0813-201, in an amount not to exceed \$51,862, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map, Project Agreement

APPROVALS

11. Requesting Department



Robert Mulvey, Assistant Municipal Utilities Director

13. Department Head



Dave Siegel, Municipal Utilities Director

12. City Engineer



Sheina Hughes, Assistant Public Works Director/City Engineer

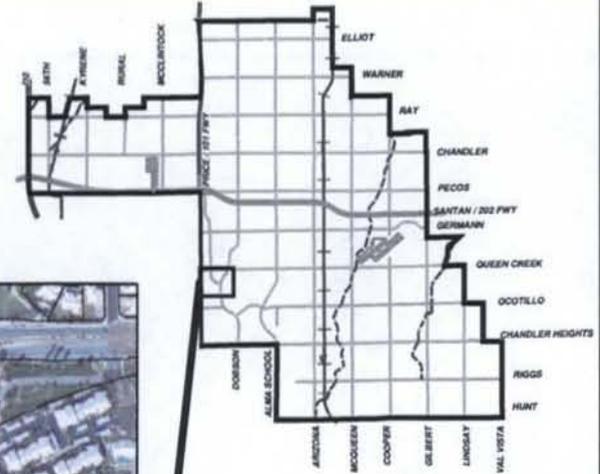
14. City Manager



W. Mark Pentz



OCOTILLO WATER RECLAMATION FACILITY MAINTENANCE/OPERATIONS IMPROVEMENTS PROJECT NO. WW0813-201



MEMO NO. CA08-254

 PROJECT AREA



**PROJECT AGREEMENT
PURSUANT TO ANNUAL CONTRACT NO. EN0719-101**

AGREEMENT NO: WW0813-201

This AGREEMENT is made this _____ day of _____, 2008, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and Engineering and Environmental Consultants, Inc. an Arizona Corporation (hereinafter referred to as "Annual Consultant") and is a project agreement entered into pursuant to Annual Contract No. EN0719-101.

CITY and Engineering and Environmental Consultants, Inc., in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1. DESCRIPTION OF WORK

This project is OWRP Maintenance/Operations Improvements, Project Number WW0813-201. The scope of work consists of improvements to the Ocotillo Water Reclamation Facility, 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 Fifty One Thousand Eight Hundred Eighty Two Dollars (\$51,862) determined and payable as set forth in Annual Contract EN0719-101 and Exhibit B attached hereto and made a part hereof by reference.

ARTICLE 3. CONTRACT TIME

The contract time is seventy-five days and Annual Consultant agrees to complete all work within seventy-five (75) days of the date CITY issues a Notice to Proceed.

ARTICLE 4. GENERAL

This Project Agreement is entered into pursuant to Annual Contract No. EN0719-101 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.

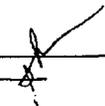
This Agreement will be effective on this _____ day of _____, 2008.

CITY OF CHANDLER

DEPARTMENT HEAD/DESIGNEE DATE:

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

APPROVED AS TO FORM:

City Attorney By: 

ATTEST:

City Clerk

FOR THE ANNUAL:
By: 
Title: VICE PRESIDENT

ADDRESS FOR NOTICE
Mr. Glenn Panaro
EEC
7878 N. 16th St., Ste. 140
Phoenix, AZ 85020

Phone: 602-248-7702
Fax: 602-248-7851

**EXHIBIT A
SCOPE OF WORK**

A. GENERAL

Four (4) specified items are requested for the improvements at the Ocotillo Water Reclamation Facility. These items are generally described as:

- 1) **Replacement of the grit classifier:** The replacement of grit classifiers no. 1 and 2.
- 2) **Replacement of the Influent VFD drives:** The replacement of the existing influent VFD drives with new VFD drives will be required. The existing influent pumps number 1 and 2 have 150 HP motors and influent pump number 3 has a 200 HP motor. Currently pumps 1 and 2 have a bypass and this bypass will be removed during the improvements. An analysis of the existing electric loads and the proposed VFD drives will also be provided.
- 3) **Clarifier No. 3:** Improvements include sandblast and recoat the existing clarifier.
- 4) **Facility and process piping:** The facility plant and process piping will require rehabilitation and new paint. Facility piping within the six (6) aeration basins will also be included. New paint to be desert sand by Tnemec.

ANNUAL CONSULTANT shall provide the following services:

1. PLANNED ENGINEERING SERVICES

1. Detailed Civil and Electrical Design for grit classifier replacement and Influent pumps VFD drive replacements. Electrical design will include P&ID design, instrumentation, controls and SCADA specifications.
2. Detailed plans for location of plant pipe painting.
3. Specifications for improvements at Clarifier No. 3, and plant painting including the aeration basin pipes.
4. Bidding services.

All concepts and criteria developed herein will be sufficiently evaluated, to the satisfaction of the City to ensure that the final project recommended by the Annual Consultant is compatible in all respects with the proposed facility improvements.

A detailed project schedule, for this project shall be provided at the project kick-off meeting. The schedule shall include formal submittals at thirty percent (30%), draft final submittal and final completion and includes periodic informal review meetings.

2. ADDITIONAL ENGINEERING SERVICES

Any additional engineering services/work that may be requested by the City, which is not defined as one of the items listed under Article A.1, Planned Engineering Services will be described as Additional Engineering Services, and will be compensated on a time and material basis.

Additional services may include, but are not limited to:

- Coordination with the County, if required.
- Structural calculations for proposed improvements.
- Conflict resolution between the City and the Contractor if required during and after project completion.
- Services to modify or change the planned services in response to changes to the scope of work as requested by the City.
- Any services required supporting a formal claim by any party to the construction contract including discovery, deposition, and litigation.
- Construction Inspection.

B. PLANNED ENGINEERING SERVICES

The Planned Engineering services will include the following elements, which apply to the project and will be the basis of the fee amount.

1. FIELD INVESTIGATION FOR DETAILED DESIGN

The Annual Consultant shall gather data pertinent to this project in order to identify reasonable constraints that may affect design. Data that may affect construction bids will be recorded on the drawings. These services will include as a minimum the following:

a. Product Research. The Annual Consultant shall identify new grit classifiers and research equipment to verify conversion into the facility. Cut sheets with recommendations will be provided for City of Chandler and Severn Trent to review at the 30% submittal.

b. Electrical Load Analysis. An analysis on the existing electrical loads will be conducted to identify current loads and verify that replacement of the influent pump VFD drives will not overload the system.

2. DETAILED DESIGN

a. Construction Plans with Details and Specifications. The Annual Consultant shall perform all services necessary to provide the City with reproducible sets of comprehensive, biddable plans with details, specifications and an opinion of probable construction costs.

The City will provide all hydraulic information required to perform the design. The term "specification" as used herein will include special specifications prepared by the Consultant, to supplement the City's Standard Specifications and Details. The documents will comply with all applicable standards required by the City.

Three (3) half sized plans, one (1) full sized plans, and three (3) copies of the specifications, cost estimates, and bid tabulations will be provided to the City with each formal submittal for review and approval in accordance with the project schedule. City review of each submittal will be limited to twenty (20) working days. The completed plans and specifications will include any comments required by the City or any other approving agency; however, these comments will be evaluated by the Annual Consultant with respect to both accepted engineering practices and accepted construction practices. The Annual Consultant shall not finalize plans and specifications without direction from the City.

The thirty percent (30%) submittal will include the proposed grit chamber replacement and the influent pump VFD drive replacement. Design drawings will be presented in plan view only. Additionally, the Annual Consultant shall submit an outline of the technical specifications with this submittal.

The draft final submittal will include 30% submittal comments and draft final construction drawings for the facility improvements. In addition to plans, the Annual Consultant shall provide a draft copy of the technical specifications. This submittal shall be considered a "pre-final" submittal. The plans shall be complete with the exception of final comments from the City.

The final submittal will include draft final submittal comments and complete construction drawings for the facility improvements. In addition to plans, the Annual Consultant shall provide a final copy of the technical specifications, bid tab and opinion of probable construction cost.

b. Cost Estimates. An "Opinion of Probable Construction Cost" will be submitted with the completed construction plans, detail sheets and specifications. The cost estimates for the project provided for herein will be prepared by the Consultant through exercise of experience and judgment in applying presently available cost data, but it is recognized that the Consultant has no control over cost of labor and materials, or over competitive bidding procedures and market conditions, and cannot warrant that the project construction cost will not vary from the cost estimate.

c. Agency Approvals. The plans and specifications will be considered completed (100 percent) when approved by the City. The City shall coordinate plan approval with other City departments, and state and local agencies.

3. BIDDING SERVICES

a. Pre-bid Meeting. The Annual Consultant shall attend the pre-bid meeting and answer technical questions during the meeting related to the bid package. The City will answer all questions related to contract standard terms and conditions.

b. Answering Contractors Requests for Information (RFI). The Annual Consultant shall assist the City during the pre-bid activities of this contract, which will include but not be limited to evaluating "or-equal" submittals, and contractor requests for changes, assisting the City in responding to questions about the contract and attending the pre-bid meetings. It is anticipated that two (2) "or-equal" reviews and four (4) contractor's requests for changes will be required. If additional work is necessary, it will be considered as Additional Engineering Services.

**EXHIBIT B
FEE SCHEDULE**

Item No.	Phase Description	Performed By	No. of Hrs	Actual Hourly Rate	Item Cost
1.0 Planned Engineering Services					
1.1	Field Investigation	Principal Engineer	1	\$175	\$175
		Project Manager IV	2	\$155	\$310
		Project Manager II	8	\$130	\$1,040
		Project Engineer III	35	\$110	\$3,850
		Designer V		\$120	\$0
		Designer III	30	\$100	\$3,000
		Designer I	4	\$80	\$320
		Cad III	20	\$75	\$1,500
		Admin	4	\$65	\$260
1.2	Detailed design	Principal Engineer	4	\$175	\$700
		Project Manager IV	4	\$155	\$620
		Project Manager II	25	\$130	\$3,250
		Project Engineer III	30	\$110	\$3,300
		Designer V	8	\$120	\$960
		Designer III	20	\$100	\$2,000
		Designer I	4	\$80	\$320
		Cad III	50	\$75	\$3,750
		Admin	4	\$65	\$260
1.3	Subconsultant				
	CR Engineers, Inc.	\$16,562.00			\$19,046
	Task 1 Subtotal				\$44,661
2.0 Bidding Services					
2.1	Bidding Services	Principal Engineer		\$175	\$0
		Project Manager IV	6	\$155	\$930
		Project Manager II		\$130	\$0
		Project Engineer III	12	\$110	\$1,320
		Designer V		\$120	\$0
		Designer III		\$100	\$0
		Designer I		\$80	\$0
		Cad III		\$75	\$0
		Admin		\$65	\$0
2.2	Subconsultant				
	CR Engineers	\$1,696.00			\$1,950
	Task 2 Subtotal				\$4,200
	Other Direct Expenses (mileage, printing, deliveries, etc.)				\$3,000
Total Consultant Fee					\$51,862