



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA09-092**

1. Agenda Item Number:
19
2. Council Meeting Date:
November 20, 2008

TO: MAYOR & COUNCIL
THROUGH: CITY MANAGER

3. Date Prepared: October 24, 2008
4. Requesting Department: Municipal Utilities

5. SUBJECT: Award a project agreement to Brown and Caldwell for Basha Well 1, 2 and 3 Equipping Construction Management Services, Project No. WA0801-451, in an amount not to exceed \$219,041.

6. RECOMMENDATION: Staff recommends that Council award a project agreement to Brown and Caldwell for Basha Well 1, 2 and 3 Equipping Construction Management Services, Project No. WA0801-451, in an amount not to exceed \$219,041.

7. BACKGROUND/DISCUSSION: New wells are needed to meet increasing potable water demands during peak periods and to provide a backup source to the surface water supply. The locations of the three proposed wells are as follows: Basha Well No. 1 is located within the existing Basha Water Reservoir site, located east of Basha Road and south of Ocotillo Road. Basha Well No. 2 is located south of Ocotillo Road and one-quarter mile west of Arizona Avenue. Basha Well No. 3 is located east of Pleasant Drive and one-quarter mile north of Chandler Heights Road.

This project agreement provides construction management and engineering services related to the construction, start-up, and post construction warranty phases for the installation of three new potable wells to include well pumps, chlorination equipment, electrical and instrumentation systems.

Construction of this project is scheduled to begin early 2009, with a duration of approximately 210 days. A construction contract was previously awarded separately.

8. EVALUATION: On September 11, 2008, Council approved a one-year extension to Brown and Caldwell's annual contract for permitting, study, and design for water and wastewater facilities, EN0717-101, with the option of three remaining one-year extensions. 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: \$219,041
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>
603.3820.0000.6713.8WA034	Water SDF	Well Construction	FY 07/08	\$219,041

10. PROPOSED MOTION: Move that Council award a project agreement to Brown and Caldwell for Basha Well 1, 2, and 3 Equipping Construction Management Services, Project No. WA0801-451, in an amount not to exceed \$219,041, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map, Project Agreement

APPROVALS

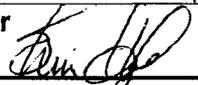
11. Requesting Department


Robert Mulvey, Assistant Municipal Utilities Director

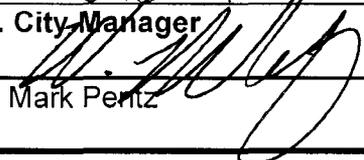
13. Department Head


Dave Siegel, Municipal Utilities Director

12. City Engineer


Sheina Hughes, Assistant Public Works Director/City Engineer

14. City Manager


W. Mark Pentz

**PROJECT AGREEMENT
PURSUANT TO ANNUAL CONTRACT NO. EN0720-101**

AGREEMENT NO: WA0802-451

This AGREEMENT is made this day of 2008, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and **Tetra Tech RTW**, registered in the state of Colorado, licensed to do business as Tetra Tech RTW in the state of Arizona (hereinafter referred to as "Annual Consultant") and is a project agreement entered into pursuant to Annual Contract No. EN0720-101.

CITY and Tetra Tech International, in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1. DESCRIPTION OF WORK

This project is Rural Road Water Production Facility Modifications – Construction Management Services, Project Number WA0802-451. The scope of work consists of construction management services for Rural Road Water Production Facility Modifications, 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 One Hundred Nineteen Thousand Ninety Four Dollars (\$119,094) determined and payable as set forth in Annual Contract EN0720-101 and Exhibit B 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. EN0720-101 and the terms and conditions contained therein are incorporated herein by reference as if set forth in full.

ARTICLE 5. ARIZONA PROCUREMENT LAW

Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Consultant hereby warrants to the City that the Consultant and each of its subcontractors ("Subconsultants") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty (Exhibit C) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

The City retains the legal right to inspect the papers of any Consultant or Subconsultant employee who works on this Contract to ensure that the Consultant or Subconsultant is complying with the Contractor Immigration Warranty. The Consultant agrees to assist the City in the conduct of any such inspections.

The City may, at its sole discretion, conduct random verifications of the employment records of the Consultant and any Subconsultant to ensure compliance with Contractors Immigration Warranty. The Consultant agrees to assist the City in performing any such random verifications.

The provisions of this Article must be included in any contract the Consultant enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a consultant or subconsultant. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

In accordance with A.R.S. §35-397, the Consultant hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-397, the Consultant hereby certifies that the offeror does not have scrutinized business operations in Sudan.

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

FOR THE ANNUAL CONSULTANT:

MAYOR DATE:

By: [Signature]
Title: Senior 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. Joseph Tamburini
Tetra Tech RTW
2999 N. 44th St., Ste. 330
Phoenix, AZ 85018

APPROVED AS TO FORM:

Phone: 602-954-2387
Fax: 602-854-8213

ATTEST: City Attorney By: [Signature]

City Clerk

EXHIBIT A SCOPE OF WORK

During construction, Annual Consultant shall provide the following construction management services:

1. Construction Office Engineering

- **Construction Contract Preparation.** Annual Consultant shall assist the City in reviewing executed contracts, bonds and insurance; and issue a Notice to Proceed.
- **Preconstruction Meeting.** Annual Consultant shall conduct a preconstruction meeting with the City and Contractor to review conditions of the construction contract, communication procedures, construction schedule, team member responsibilities and expectations.
- **Respond to RFI's/Contractor Coordination/Office Engineering.** Annual Consultant shall issue instructions of the City to Contractor; issue necessary interpretations and clarifications of the Contract Documents and prepare change orders as required. Annual Consultant shall consult with and advise the City and act as its representative as administrator of the construction contract as provided in the General Conditions of the Construction Contract.
- **Shop Drawing/Submittal Reviews.** Annual Consultant shall review and take action as stated in the Construction Contract Documents with respect to shop drawings, the results of tests and inspections and other data that the Contractor is required to submit. Annual Consultant shall review schedules, warranties, bonds and other documents submitted by the Contractor.
- **Contractor Pay Application Reviews.** Based on site observations and review of applications for payment and the accompanying data, Annual Consultant shall determine the amounts owing to Contractor and recommend in writing payments to Contractor.
- **Construction Meetings.** Annual Consultant representative will attend bi-weekly meetings at the site during construction.
- **Substantial/Final Completion Inspections.** Annual Consultant shall conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents.
- **Project Closeout.** Annual Consultant shall provide a project closeout binder that includes project paperwork. Annual Consultant shall prepare an application for "Approval of Construction" for submittal to the Maricopa County Department of Environmental Services.
- **Construction Record Drawings.** Annual Consultant shall collect and review construction record drawings provided by the Contractor, incorporate construction record information documented by the resident representative and produce construction drawings that have been conformed to the construction record. Annual Consultant shall provide the City with one reproducible copy and one electronic copy in AutoCAD 2004 on CD.

2. Construction Field Engineering

- **Periodic On-Site Observation Services during Construction.** A Resident Project Representative from Annual Consultant will be furnished on a part time basis, up to 7 hours per week, for the anticipated construction period duration of 6 months and will act as liaison between Annual Consultant, the City and the Contractor in observing performance of the work of Contractor.
- **Start up and Training.** Annual Consultant shall provide start up and training services in accordance with the hours projected on the fee estimate.

**EXHIBIT B
FEE SCHEDULE**

Work Breakdown Structure		Labor Hours Plan						Price Breakdown					
		140.00	115.00	90.00	87.00	52.00							
		Project Manager II	Senior Engineer VI	Senior Engineer III	Senior Designer III	Senior Computer Word Processor	Total Labor Hours	Labor	Subs / Contract Labor	ODCs	Travel	Mat'ls & Equip	Price
Task #	Task Name												
	Totals	276	325	84	31	41	757	88,404	26,400		2,750	1,540	119,094
1.0	Construction Office Eng	216	125	84	31	41	497	57,004	11,220		550	1,540	70,314
1.1	Contract Preparation	2					2	280					
1.2	Pre-Construction Conf	5	5				10	1,275					
1.3	RFI/Contr Coord/Off Eng	38	34	31			103	12,020	11,220			110	
1.4	Submittal Review	30	34	31		41	136	13,032				220	
1.5	Contr Pay Ap Reviews	21					21	2,940					
1.6	Change Orders	24	10	4	4		42	5,218					
1.7	Construction meetings	58	14				72	9,730			550	110	
1.8	Subst Comp/Final Compl	18	14				32	4,130					
1.9	Project Closeout	11	8				19	2,460					
1.10	Record Drawings	9	6	18	27		60	5,919				1,100	
2.0	Constr Field Engineering	60	200				260	31,400	15,180		2,200		48,780
2.1	Periodic Inspection	27	170				197	23,330	15,180		1,980		
2.2	Startup and Training	33	30				63	8,070			220		
	Totals	276	325	84	31	41	757	88,404	26,400		2,750	1,540	119,094

EXHIBIT C

Consultant Immigration Warranty
To Be Completed by Consultant Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the consultant and subconsultants with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

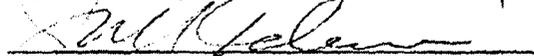
By completing and signing this form and attached Employee Verification Worksheet the Engineer/Annual Consultant shall attest that it and all subconsultants performing work under the cited State contract meet all conditions contained herein.

Project Number: WA0802-451		
Project Name: Rural Road Water Production Facility Modifications – Construction Management Services		
Street Name and Number:		
City: Chandler	State: AZ	Zip Code:

I hereby attest that:

1. The Engineer/Annual Consultant complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subconsultants performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees; and
3. The Engineer/Annual Consultant has identified all consultant and subconsultant employees who perform work under the contract and has verified compliance with Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

Signature of Engineer/Annual Consultant (Employer) or Authorized Designee:



Printed Name: Joseph W. Tamburini

Title: Senior Vice President

Date (month/day/year): 11/4/08