



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA09-093**

1. Agenda Item Number:
23
2. Council Meeting Date:
November 20, 2008

TO: MAYOR & COUNCIL
THROUGH: CITY MANAGER

3. Date Prepared: September 17, 2008
4. Requesting Department: Municipal Utilities

5. SUBJECT: Award a project agreement to Engineering and Environmental Consultants, Inc. for Airport Water Production Facility Modifications Construction Management Services, Project No. WA0804-451, in an amount not to exceed \$80,784.

6. RECOMMENDATION: Staff recommends that Council award a project agreement to Engineering and Environmental Consultants, Inc. for Airport Water Production Facility Modifications Construction Management Services, Project No. WA0804-451, in an amount not to exceed \$80,784.

7. BACKGROUND/DISCUSSION: The Airport Water Production facility was constructed in the early 1980's. In accordance with the recommendation made in the 2008 Water Master Plan, Municipal Utilities Department will update Airport Water Production facility's pumps, motors, electrical equipment and chlorination system and install variable drives on the booster pumps to allow automated operation of the booster station. This project also includes new piping to accommodate water from the new Santan Vista Water Treatment Plant, as well as cleaning and painting of the site's reservoir and piping. The improvements to the pumping system are required to accommodate the expansion of the City's second pressure zone from Gilbert Road, west to the Consolidated Canal scheduled to occur in 2009.

This project agreement provides construction management and engineering services related to the construction, start-up, and post construction warranty phases.

Construction of this project is scheduled to begin in early 2009, with a construction duration of approximately 180 days. A construction contract will be awarded separately.

8. EVALUATION: On September 11, 2008, Council approved a one-year extension to Engineering and Environmental Consultants, Inc. annual contract for permitting, study, and design for water and wastewater facilities, EN0719-101, 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:	\$80,784			
Savings:	N/A			
Long Term Costs:	N/A			
Fund Source:				
<u>Acct. No.:</u> 601.3820.0000.6718.8WA230	<u>Fund Name:</u> Water Bonds	<u>Program Name:</u> WPF Improvements	<u>CIP Funded:</u> FY 07/08	<u>Amount:</u> \$80,784

10. PROPOSED MOTION: Move that Council award a project agreement to Engineering and Environmental Consultants, Inc. for Airport Water Production Facility Modifications Construction Management Services, Project No. WA0804-451, in an amount not to exceed \$80,784, 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

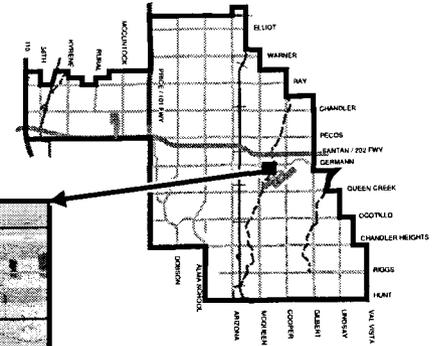
Sheina Hughes, Assistant Public Works Director/City Engineer

14. City Manager

W. Mark Pentz



AIRPORT WPF MODIFICATIONS PROJECT NO. WA0804-451



MEMO NO. CA09-093

 **PROJECT AREA**



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

AGREEMENT NO: WA0804-451

This AGREEMENT is made this d ay 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 Airport Water Production Facility Modifications Construction Management Services, Project Number WA0804-451. The scope of work consists of construction management services during modifications at the Airport Water Production 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 Eighty Thousand Seven Hundred Eighty Four Dollars (\$80,784) 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 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. EN0719-101 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:

MAYOR DATE:

By: Glenn A. Panaro
Title: 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. Glenn Panaro
EEC
7878 N. 16th St., Ste. 140
Phoenix, AZ 85020

APPROVED AS TO FORM:

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

ATTEST: City Attorney By: [Signature]

City Clerk

**EXHIBIT A
SCOPE OF WORK**

ANNUAL CONSULTANT Shall:

- Attend and conduct a pre-construction meeting with the contractor and City of Chandler.
- Answer any RFIs issued by the contractor.
- Review shop drawings.
- Provide sufficient construction observations for ANNUAL CONSULTANT to sign as-built plans and complete the required Engineer Certificate of Completion documentation. Observed construction activities will include the following:
 - Well rotation
 - Reservoir penetration
 - Booster pump installation
 - Observe pump testing
 - Yard piping installation
 - Sand blast (profile)
 - Paint density test
 - Review contractor's pay applications and send recommendation to City of Chandler
 - Conduct bi-weekly construction meetings on-site
- Provide construction administration services that will include the following:
 - Site inspections
 - Electrical point to point testing
 - Calibration verification
 - Install and test software
 - Facilitate testing SCADA software (produced by the city of Chandler)
 - Construction reports
 - Operator training (for the control panels, exclusive that required by the equipment vendors)
 - Attend pre-construction meeting.
 - Attend utility coordination meetings
 - Construction observation for electrical services
 - Generator testing
 - Final inspections/walk through
 - Final punch list
 - Collect and assemble warranty and product booklet/O&M review
 - Final review of As-builts/record drawings
- Conduct spot checks of contractor redlines during construction observation.
- Observe hydrostatic test, chlorine residual test and pull bacteriological tests.
- Conduct a final project "walk through" and generate a punch list, if required.
- Prepare as-builts with contractor's redlines.
- Prepare the "Approval of Construction" paperwork required by MCES and submit for approval at the completion of the project.
- Submit a final construction report with all pictures and daily field reports to City of Chandler.

A geotechnical allowance will be included for shotcrete testing.

The following services are assumed to be completed by others:

- Contractor shall keep a clean set of redlines during construction duration.
- Contractor to hire subcontractor to conduct x-ray test for the reservoir modifications.
- Contractor to hire subcontractor to conduct concrete cylinder tests for concrete/shotcrete installation.
- As-built survey information will be generated by the contractor's surveyor.
- As-built drawings will be certified by the contractor's surveyor prior to engineer's certification.
- Geotechnical inspections
- Agency and permit fees

**EXHIBIT B
FEE SCHEDULE**

ITEM NO	DESCRIPTION	LABOR CLASS	HRLY RATE	BDGT HRS	LBR COST	SUB CNTRCT	ODC AT 5%	TOTAL
TASK 1. AWWP								
1	Pre-construction meeting							
		PM2	\$130	6	\$780		\$39	\$819
		DES2	\$90	8	\$720		\$36	\$756
		ESIII	\$80	2	\$160		\$8	\$168
		ADMIN SUP	\$65	0	\$0		\$0	\$0
2	RFIs							
	Address up to 25 RFIs	PM2	\$130	8	\$1,040		\$52	\$1,092
		DES5	\$120	15	\$1,800		\$90	\$1,890
		DES2	\$90	25	\$2,250		\$113	\$2,363
		ESIII	\$80	0	\$0		\$0	\$0
3	Shop Drawing review							
	review up to 10 shop drawings	PM2	\$130	4	\$520		\$28	\$546
		DES5	\$120	10	\$1,200		\$60	\$1,260
		DES2	\$90	6	\$540		\$27	\$567
		ESIII	\$80	0	\$0		\$0	\$0
4	Construction observation							
	180 day construction duration with 18 bi-weekly	PM2	\$130	6	\$780		\$39	\$819
	construction observations with construction meetings	DES5	\$120	6	\$720		\$36	\$756
		DES2	\$90	70	\$8,300		\$315	\$6,615
		ESIII	\$80	25	\$2,000		\$100	\$2,100
5	Subconsultant - Jenson							
	Site inspections per proposal					\$29,700		\$34,155
6	Subconsultant - CR Engineers							
	Site inspections per proposal					\$9,164		\$10,539
7	Spot checks of contractor's redlines							
	Approximately 0.5 hour per site visit.	PM2	\$130	0	\$0		\$0	\$0
		DES5	\$120	0	\$0		\$0	\$0
		DES2	\$90	5	\$450		\$23	\$473
		EIII	\$80	5	\$400		\$20	\$420
8	Observe tests							
	Observe hydrostatic test, chlorine residual test	PM2	\$130	0	\$0		\$0	\$0
	and bacteriological tests.	DES5	\$120	0	\$0		\$0	\$0
		DES2	\$90	10	\$900		\$45	\$945
		ESIII	\$80	8	\$640		\$32	\$672
9	Geotechnical allowance							
	For shotcrete testing							\$5,000
10	Final project "walk through"							
	Estimated time is 2 hours	PM2	\$130	0	\$0		\$0	\$0
		DES5	\$120	0	\$0		\$0	\$0
		DES2	\$90	6	\$540		\$27	\$567
		ESIII	\$80	4	\$320		\$16	\$336
		ADMIN SUP	\$65	2	\$130		\$7	\$137
11	As-builts							

**EXHIBIT B (cont.)
FEE SCHEDULE**

	Update plans with contractor's redlines	PM2	\$130	2	\$260		\$13	\$273
		DES5	\$120	2	\$240		\$12	\$252
		DES2	\$90	8	\$720		\$36	\$756
		ESIII	\$80	1	\$80		\$4	\$84
		CAD3	\$75	25	\$1,875		\$94	\$1,969
12	AOC paperwork							
	Prepare paperwork for AOC application and submit to MCES	PM2	\$130	3	\$390		\$20	\$410
		DES5	\$120	0	\$0		\$0	\$0
		DES2	\$90	2	\$180		\$9	\$189
		ESIII	\$80	0	\$0		\$0	\$0
		CAD3	\$75	6	\$450		\$23	\$473
13	Construction observation documentation							
		PM2	\$130	0	\$0		\$0	\$0
		DES5	\$120	0	\$0		\$0	\$0
		DES2	\$90	4	\$360		\$18	\$378
		ESIII	\$80	0	\$0		\$0	\$0
		ADMIN SUP	\$65	2	\$130		\$7	\$137
	Mileage (.585 * 200*16)							\$1,872
	Printing							\$1,000
	TOTAL				\$26,875	\$38,864	\$1,344	\$80,784

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.

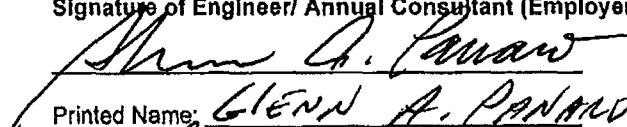
By completing and signing this form and attached Employee Verification Worksheet the Engineer/Annual Consultant shall attest that it and all subconsultants performing work under the cited State contract meet all conditions contained herein.

Project Number: WA0804-451		
Project Name: Airport 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: GLENN A. PANARD

Title: VICE PRESIDENT

Date (month/day/year): OCT. 13, 2008