



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA09-220**

1. Agenda Item Number:
22
2. Council Meeting Date:
April 23, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: April 8, 2009

THROUGH: CITY MANAGER

4. Requesting Department: Public Works

5. SUBJECT: Award a project agreement to Gilbertson Associates for North Airport Apron Phase II, Project No. AI0807-201, in an amount not to exceed \$159,000.

6. RECOMMENDATION: Staff recommends that Council award a project agreement to Gilbertson Associates for North Airport Apron Phase II, Project No. AI0807-201, in an amount not to exceed \$159,000.

7. BACKGROUND/DISCUSSION: The North Airport Apron Phase II project is the second of two additions to aircraft parking on the north side of the airport property. Since occupancy of existing tie-downs at the airport exceeds 90% for most of the year, construction of the new tie-downs will provide a consistent source of revenue. In addition, due to the location of the new aprons, commercial and industrial development along the future Airport Boulevard will have direct access to the aircraft.

Phase I was finished in spring 2008 and added approximately 90 new parking spaces for small and large aircraft. Phase II will be constructed west of the Phase I apron and the future Curtis Way alignment. This project agreement will provide design services and construction documents for Phase II.

8. EVALUATION: The consultant selection process was conducted in accordance with established City policies and procedures. On March 20, 2007, staff received statements of qualifications from eleven firms to provide airport facility and infrastructure design services. The selection committee consisted of the following members:

- Greg Chenoweth, Airport Manager
- Guy Lennon, Management Assistant
- Robert Soller, Engineering Project Manager
- Paul Young, Senior Engineer
- John McNellis, Resident

Staff recommended a contract award to Gilbertson Associates. The hourly rates for this project agreement were compared to standard industry rates and found to be acceptable.

9. FINANCIAL IMPLICATIONS:

Cost: \$159,000
Savings: N/A
Long Term Costs: N/A

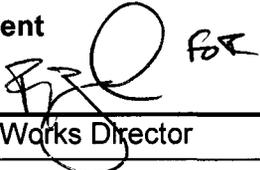
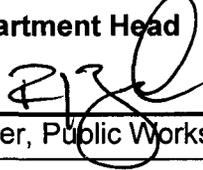
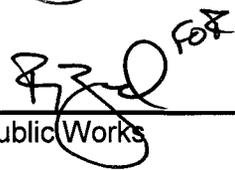
Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
217.4110.0000.6910.9AI653	Grants	N. Airport Apron Phase II	FY08/09	\$143,100
631.4110.0000.6910.9AI653	Airport Bond Fund	N. Airport Apron Phase II	FY08/09	\$ 15,900

10. PROPOSED MOTION: Move that Council award a project agreement to Gilbertson Associates for North Airport Apron Phase II, Project No. AI0807-201, in an amount not to exceed \$159,000, and authorize the Mayor to sign the contract documents.

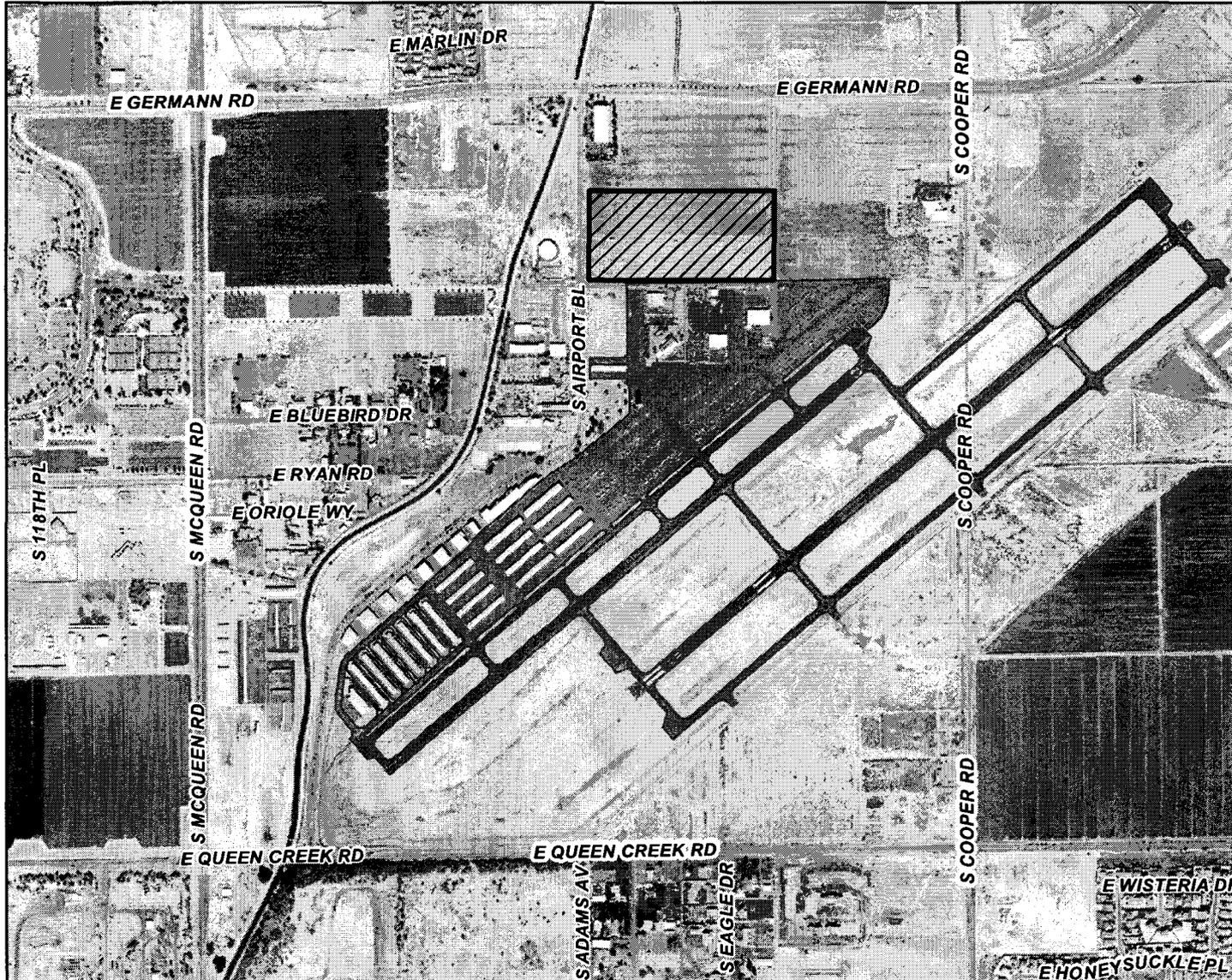
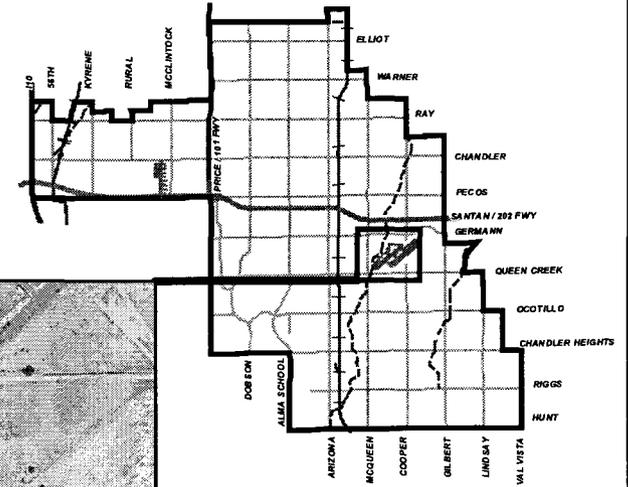
ATTACHMENTS: Location Map, Agreement

APPROVALS

11. Requesting Department 	13. Department Head 
Dan Cook, Deputy Public Works Director	R.J. Zeder, Public Works Director
12. City Engineer 	14. City Manager 
Sheina Hughes, Assistant Public Works Director/City Engineer	W. Mark Pentz



NORTH AIRPORT APRON PHASE II PROJECT NO. A10807-201



MEMO NO. CA09-220

 **PROPOSED APRON AREA**



**PROJECT AGREEMENT
PURSUANT TO ANNUAL CONTRACT NO. EN0707-101**

AGREEMENT NO: AI0807-201

This AGREEMENT is made this d ay of 2009, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and **Wilcox Professional Services of Arizona, LLC, doing business as Gilbertson Associates, Inc.**, (hereinafter referred to as "Annual Consultant") and is a project agreement entered into pursuant to Annual Contract No. EN0707-101.

CITY and Gilbertson Associates, Inc., in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1. DESCRIPTION OF WORK

This project is North Airport Apron Phase II, Project Number AI0807-201. The scope of work consists of preparation of plans, specification, and contract documents for the airport improvements and Grant Administration, 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 Fifty Nine Thousand Dollars (\$159,000) determined and payable as set forth in Annual Contract EN0707-101 and Exhibit B attached hereto and made a part hereof by reference.

ARTICLE 3. CONTRACT TIME

The contract time is one hundred fifty days and Annual Consultant agrees to complete all work within One Hundred Fifty (150) days of the date CITY issues a Notice to Proceed.

ARTICLE 4. GENERAL

This Project Agreement is entered into pursuant to Annual Contract No. EN0707-101 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. §35-393.06, the Consultant hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391.06, 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 _____, 2009.

CITY OF CHANDLER

FOR THE ANNUAL:

MAYOR DATE:

By: _____
Title: Project Director

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

ADDRESS FOR NOTICE
Mr. David Gilbertson
Gilbertson Associates, a Wilcox Co.
8502 E. Princess Dr., Ste. 100
Scottsdale, AZ 85255-5465

APPROVED AS TO FORM:

Phone: 607-2244
Fax: 607-2299

ATTEST: City Attorney By: _____

City Clerk

These documents will include but are not limited to:

1. Project Plans

- Cover sheet
- Horizontal and vertical control diagram (plan)
- Grading, Drainage and Paving Plans
- Pavement Marking Plans
- Typical section and details
- Construction sequencing plans
- Security Fencing Plan
- Security Lighting Plan
- Apron Tie Down Plan

2. Construction Specifications

The ANNUAL CONSULTANT shall prepare specifications for each item of construction noted on the project plans. FAA specifications will be incorporated in the project, where applicable; ADOT specifications will be incorporated in the project where possible.

3. Bid Documents

- Bid Documents for the project as required will include:

- Affirmative Action Requirements
- Disadvantaged Business Enterprise Data
- Federal Wage Scale
- FAA General Provisions
- Special Provisions
- Schedule of Bid Items

4. An Airport Construction Safety Plan per FAA 2008 guidelines.
5. Results of survey and property description for the delineating the project boundary.
6. Engineer's Report documenting basis for final design, final cost estimate, and schedule.
7. Specifications and Federal Requirements, plans, and engineer's report will be submitted to ADOT Aeronautics Division and the Sponsor for approvals.

ANNUAL CONSULTANT shall be responsible for revising plans to incorporate any and all redline comments from City of Chandler, FAA, ADOT and other third party agencies as required.

III. Bidding Assistance

During the bidding phase, the ANNUAL CONSULTANT will assist the Sponsor in obtaining bids for the project. Work in this phase of the project shall include the following:

- Assist Sponsor in preparing Advertisement for Bid.
- Attend and participate in a Pre-Bid Conference and the Bid Opening.
- Preparation of Addendum as may be required.

**EXHIBIT A
SCOPE OF WORK**

ANNUAL CONSULTANT shall accomplish professional services required for preparation of plans, specification, and contract documents for the aforementioned airport improvements and Grant Administration services to include the following:

I. Site Plan

During this phase of the project the ANNUAL CONSULTANT shall provide the following services:

Meet with City staff to review and coordinate project scope and details including:

- Project boundary
- Size and weight of aircraft to be accommodated
- Aircraft circulation and tie down configuration
- Security fencing alignment(s)
- Emergency access
- Security lighting
- Tenant access and circulation
- Other infrastructure requirements
 - Electrical
 - Storm drainage

These data will be utilized to develop two alternate site plans as appropriate for the proposed project. The site plan will be accompanied by a report of findings discussing the items described above.

Design development will begin upon acceptance/approval of the selected site plan.

II. Design development

A. Preliminary design (30%)

During the preliminary design the ANNUAL CONSULTANT shall provide the following services:

- Conduct supplemental topographic surveys of the project area
- Prepare drainage analysis
- Conduct geotechnical investigation for the following:
 - Earthwork and pavement design
 - Percolation tests in the retention basin
- Conduct investigation of existing utilities within Ryan Road utilizing vacuum extraction
- Prepare preliminary plans for elements of work included in the project.
- Prepare preliminary Engineers Report documenting Basis of Design
- Develop a listing of technical specifications that will be required for construction of the work

The preliminary design documentation will be forwarded to the City for review. Upon City concurrence, the document will be forwarded to ADOT Aeronautics Division. The ANNUAL CONSULTANT will attend the ADOT 30% design review meeting with the Sponsor.

ANNUAL CONSULTANT shall be responsible for revising plans to incorporate any and all redline comments from City of Chandler, FAA, ADOT and other third party agencies as required.

B. Final Design

During the final design, the ANNUAL CONSULTANT shall prepare documents required to solicit competitive bids for construction assuming that the project will be constructed utilizing a federal, FAA, grant-in-aid.

Specifications and Bid Documents will be provided in electronic format (Word document and Excel files) to Sponsor for incorporation by Sponsor into a standard City of Chandler bid Package. A full copy of the plans in AutoCad file format on CD will be submitted to include cross referenced or linked files comprising the final set of Project Plans

**EXHIBIT B
FEE SCHEDULE**

	DESCRIPTION	PROJ. DIR.	PROJ. MGR.	ENGR/ DES	TECH	CLER	R.L.S.	SURVEY CREW	TOTAL HOURS	SUB FEES	TOTAL FEE
I. SITE PLAN											
1	Meetings and Coordination with Sponsor (4 EA)	6	16	6		4			32		\$ 3,980
2	Report of Findings		8	20					28		\$ 3,240
3	Conceptual Site Plan (2 EA)	12	12	80	80				184		\$19,600
4	Electrical Basis of Design-								LS	\$1,270	
5	Plan and Report submittals		4	4		4			12		\$ 1,180
	SUBTOTAL									\$1,270	\$28,000
II. DESIGN DEVELOPMENT											
A. PRELIMINARY DESIGN (30%)											
1	Team Meetings (5 meetings)	6	3	15		5			29		\$ 3,335
2	Utility Coordination		8			2		8	18		\$ 2,270
3	Utility Locating (Potholing)-								Allowance	\$ 6,000	\$ -
4	Topographic Design Survey				8		8	16	32		\$ 4,160
5	Drainage Analysis and Report	4	8	24	16	4			56		\$ 6,020
6	Geotechnical Investigation & Report								LS		\$ 8,150
7	Preliminary Plans (Civil)	4	16	48	120				188		\$ 8,840
8	Preliminary Plans (Electrical)-								LS	\$4,584	
9	Preliminary Specifications and Estimates	2	8	24		8			42		\$ 4,460
10	Preliminary Engineers Report		8	24	8	4			44		\$ 4,620
11	30% Submittal Review		6	6		1			13		\$ 1,495
	SUBTOTAL									\$10,584	\$53,350
B. FINAL DESIGN											
1	Team Meetings (4 meetings)	3	4	12					19		\$ 2,350
2	Utility Coordination 100% Submittals		4	8		4			16		\$ 1,620
3	Final Plans (Civil)	4	16	60	140				220		\$21,960
4	Final Plans (electrical)								LS	\$11,068	
5	Construction Specifications		12	24		8			44		\$ 4,640
6	Bid Documents	2	8			6			16		\$ 1,710
7	Airport Construction Safety Plan	2	8	16	24				50		\$ 5,300
8	Results of Survey (Project Boundary)						16		16		\$ 2,400
9	Engineers Report including Cost Estimates		6	14	8				28		\$ 3,040
10	100% Submittal Review and Comment Resolution		4	8	8	2			22		\$ 2,230
	SUBTOTAL									\$11,068	\$45,250
III. BIDDING											
1	Advertise Bid		2	8					10		\$ 1,140
2	Pre-Bid Conference			6					6		\$ 660
3	Addendums	2	4	8		2			16		\$ 1,850
4	JK Engineers								LS	\$ 1,280	
	SUBTOTAL									\$ 1,280	\$ 3,650
IV. PRINTING AND MISCELLANEOUS EXPENSE											
	Sub-Totals								LS		\$ 4,548
	Total Fee									\$24,202	\$134,798
	HOURLY FEES	\$ 170	\$ 130	\$ 110	\$ 90	\$ 55	\$ 150	\$140			
	TOTAL HOURS	47	165	415	412	54	24	24	1141		

EXHIBIT C

**Contractor 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 the Engineer/Annual Consultant shall attest that it and all subconsultants performing work under the cited contract meet all conditions contained herein.

Project Number: AI0807-201		
Name (as listed in the contract): North Airport Apron Phase II		
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: DAVID ROBERTSON

Title: PROJECT DIRECTOR

Date (month/day/year): 4/10/09