



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA09-219**

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

TO: MAYOR & COUNCIL

3. Date Prepared: April 6, 2009

THROUGH: CITY MANAGER

4. Requesting Department: Public Works

5. SUBJECT: Award a project agreement to Gilbertson Associates for Airport Storm Drain, Project No. AI0806-201, in an amount not to exceed \$44,000.

6. RECOMMENDATION: Staff recommends that Council award a project agreement to Gilbertson Associates for Airport Storm Drain, Project No. AI0806-201, in an amount not to exceed \$44,000.

7. BACKGROUND/DISCUSSION: The 2005 Chandler Airport Storm Drain Master Plan identified major sources of stormwater runoff for current and future land uses on the airport property, and provided a framework for future improvements to manage the runoff effectively. The interest in commercial and industrial development with direct access to the airport, combined with the availability of grant funding, makes it essential to address the drainage issues in the near term.

One section of the airport's storm drain system was constructed in 1996 in coordination with the terminal building. In 2000, the City received a design grant from ADOT for further improvements to the storm drains, but construction money was not made available until recently. This agreement with Gilbertson Associates will update the original set of construction drawings in accordance with the 2005 Master Plan.

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: \$44,000
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>
217.4110.0000.6910.8AI001	Grant Fund	Airport Storm Drain	FY07/08	\$40,000
635.4110.0000.6910.8AI001	Airport Operating Fund	Airport Storm Drain	FY07/08	\$ 4,000

10. PROPOSED MOTION: Move that Council award a project agreement to Gilbertson Associates for Airport Storm Drain, Project No. AI0806-201, in an amount not to exceed \$44,000, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map, Agreement

APPROVALS

11. Requesting Department

DC FOR

Dan Cook, Deputy Public Works Director

13. Department Head

RJZ

R.J. Zeder, Public Works Director

12. City Engineer

SH FOR

Sheina Hughes, Assistant Public Works Director/City Engineer

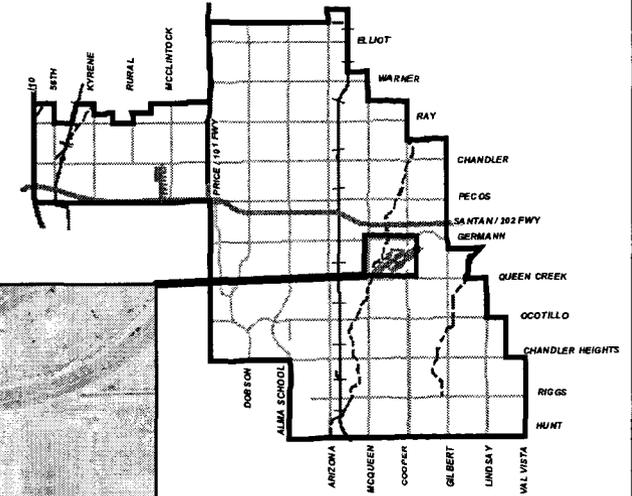
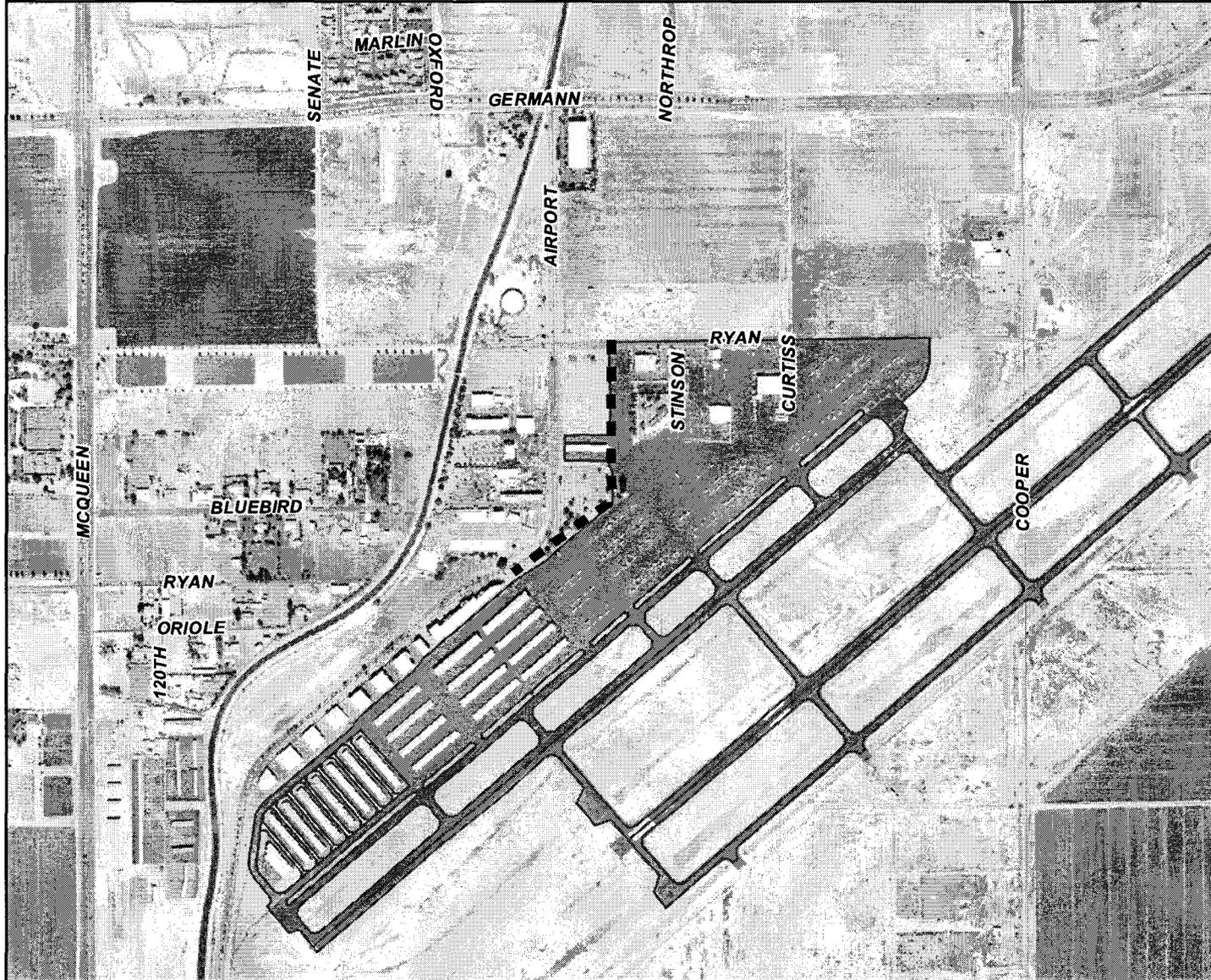
14. City Manager

W. Mark Pentz

W. Mark Pentz



AIRPORT STORM DRAIN PROJECT NO. AI0806-201



MEMO NO. CA09-219

**--- PROPOSED STORM
DRAIN ALIGNMENT**



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

AGREEMENT NO: AI0806-201

This AGREEMENT is made this day 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 Airport Storm Drain, Project Number AI0806-201. The scope of work consists of design services and construction documents for the improvement of the Airport Storm Drain System, 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 Forty Four Thousand Dollars (\$44,000) 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 twenty days and Annual Consultant agrees to complete all work within One Hundred Twenty (120) 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

EXHIBIT A SCOPE OF WORK

Design Consultant shall provide engineering services and deliverables as described below.

A. CONSTRUCTION DOCUMENTS

The Design Consultant shall prepare construction documents for the project to obtain competitive bids.

During this phase the Design Consultant shall perform the following:

Plans, Specifications and Estimates.

The Design Consultant shall revise plans, specifications and estimates prepared for the project in accordance with City standards. The plans shall include a total of seven plan sheets prepared in January 2000 updated to reflect current conditions proximate the project.

Conduct meetings as required with Airport and City Staff to review design issues and review status of project, (3 each).

Collect information of record, as available, from the City including as-built drawings, related design studies and reports.

Perform design survey to establish horizontal and vertical control and perform topographic survey of existing features within the project area.

Design Consultant shall submit plans at the 100% stage. Following the submittal review, Design Consultant shall review the City's comments and complete the comment resolution forms provided by the City.

The Design Consultant shall return redline comments with each successive plan submittal. Upon acceptance of 100% plans, a full copy of the plans in AutoCAD file format on CD to include cross references or linked files comprising the final set of Project Plans will be provided.

Contract Documents will be prepared by the City in accordance with the MAG Standard Contract Documents and City of Chandler Standard Contract Documents. Design Consultant shall supply special provisions for all items not adequately covered by the standard Contract Documents. Specifications shall be provided in digital format (Word Document).

2. Engineers Report

The Design Consultant shall update the 2000 Engineers Report for the project to include:

- a. Basis of Design
- b. Drainage Report
- c. Cost Estimates

3. Utility Coordination

The Design Consultant shall coordinate with utility companies and the City to incorporate existing and proposed utilities into the construction plans. Design Consultant shall send a letter to each utility company notifying them of the project and defining project scope and timeline and shall also send Final Plans to each utility company for their review along with a request for a written response of their review.

Design Consultant shall obtain utility quarter section maps from utility providers and provide vacuum excavation potholes on existing subsurface utilities along the proposed storm drain alignments.

Design Consultant shall work with the Cities Utility Coordinator to coordinate the early determination of facilities that may be abandoned or deactivated.

B. BIDDING ASSISTANCE

During the bidding phase, the Design Consultant will assist the City in obtaining bids for the project. Work in this phase of the project shall include the following:

1. Assist City in advertising for and obtaining bids or proposals for the Work and attend pre-Bid conferences.
2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
3. Provide information or assistance needed by City in the course of any negotiations with prospective contractors.
4. Consult with City as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents, and assist City in evaluating Bids or proposals and forwarding Tabulations to ADOT Aeronautics Division for concurrence in Bid Award.

**EXHIBIT B
FEE SCHEDULE**

I. TERMINAL AREA DRAINAGE IMP. (FINAL DESIGN)										
	DESCRIPTION	PROJ. DIR.	PROJ. MGR.	SR. ENGR/DES	SR. TECH	CLER	R.L.S.	SURVEY CREW	TOTAL HOURS	TOTAL FEE
A	GENERAL TASK									
	1. Team Meetings (3 meetings)	3	6	9		3			21	\$ 2,445
	2. Obtain Information of Record		4	8		3	4	20	39	\$ 4,965
	3. Utility Location- TBE Group								Allowance	\$ 6,000
B	CONSTRUCTION DOCUMENTS									
	1. Plans, Specification, Estimates	4	20	40	80	4			148	\$ 15,100
	2. Engineers Report	2	8	24	10	4			48	\$ 5,140
	3. Utility Coordination		8	8		4			20	\$ 2,140
C	BIDDING ASSISTANCE									
	1. Advertise Bid, Pre-Bid Conf.		8	8		4			20	\$ 2,140
	2. Addendums, RFIs	4		8		4			16	\$ 1,780
	3. Coordination with City		6	6		4			16	\$ 1,660
D	PRINTING AND REPRODUCTION									
									LS	\$ 2,630
	Total Fee -								328	\$ 44,000
	HOURLY FEES	\$170.00	\$130.00	\$110.00	\$ 90.00	\$ 55.00	\$150.00	\$ 140.00		
	TOTAL HOURS	13	60	111	90	30	4	20	328	

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: AI0806-201		
Name (as listed in the contract): Airport Storm Drain		
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