



Chandler - Arizona
Where Values Make The Difference

**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA10-033**

1. Agenda Item Number:

18

2. Council Meeting Date:

September 10, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: August 5, 2009

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. **SUBJECT:** Award a project agreement to Brown and Caldwell for the Alamosa Well #4 Construction Management Services, Project No. WA0902-451, in an amount not to exceed \$80,057.

6. **RECOMMENDATION:** Staff recommends Council award a project agreement to Brown and Caldwell for the Alamosa Well #4 Construction Management Services, Project No. WA0902-451, in an amount not to exceed \$80,057.

7. **BACKGROUND/DISCUSSION:** The development of new water production wells is required to provide water to meet the City's future demand. This proposed well site is located on the west side of Gilbert Road, approximately one-quarter mile north of Ocotillo Road. The project agreement provides for hydrology and construction management services related to the drilling of a new water production well to be completed in the winter of 2009.

8. **EVALUATION PROCESS:** On January 8, 2009, Council approved a one-year extension of Annual Contract No. EN0708-101 with Brown and Caldwell for hydrogeological services, with the option of three remaining on-year extensions. Staff has reviewed the scope of work, unit prices, and total cost for this project, compared them to historical costs, and determined that they are acceptable.

9. **FINANCIAL IMPLICATIONS:**

Cost: \$80,057

Savings: None

Long Term Costs: None

Fund Source:

Acct. No.:	Fund Name:	Program Name:	CIP Funded:	Amount:
603.3820.0000.6713.9WA034	Water SDF	Well Construction & Rehab	FY 08/09	\$80,057

10. **PROPOSED MOTION:** Move that Council award a project agreement to Brown and Caldwell for the Alamosa Well #4 Construction Management Services, Project No. WA0902-451, in an amount not to exceed \$80,057.

ATTACHMENTS: Project Agreement, Location Map

APPROVALS

11. Requesting Department

Robert Mulvey, Assistant Municipal Utilities Director

13. Department Head

Dave Siegel, Municipal Utilities Director

12. City Engineer

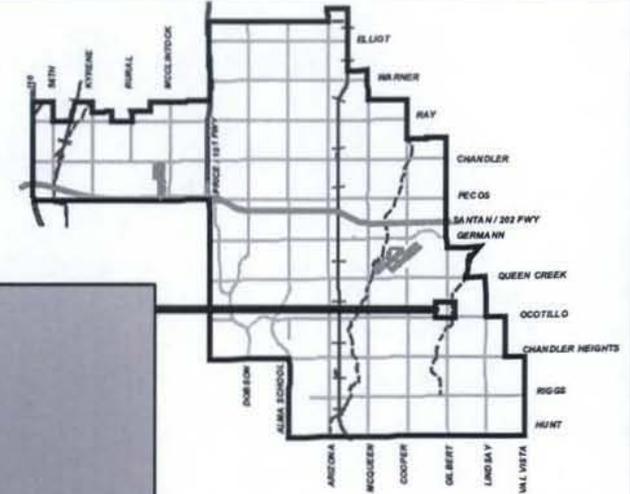
Sheina Hughes, Assistant Public Works Director/
City Engineer

14. City Manager

W. Mark Peitz



ALAMOSA WELL #4 CONSTRUCTION MANAGEMENT SERVICES PROJECT NO. WA0902-451



MEMO NO. CA10-033

● WELL SITE



**PROJECT AGREEMENT
PURSUANT TO ANNUAL CONTRACT NO. EN0708-101**

AGREEMENT NO: WA0902-451

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 **Brown and Caldwell, a corporation licensed to do business in the State of Arizona** (hereinafter referred to as "Annual Consultant") and is a project agreement entered into pursuant to Annual Contract No. EN0717-101.

CITY and Brown and Caldwell, in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1. DESCRIPTION OF WORK

This project is Alamosa Well #4 Construction Management Services, Project Number WA0902-451. The scope of work consists of drilling, installation, and testing of Alamosa No. 4 public supply water production well, 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 and Fifty Seven Dollars (\$80,057) determined and payable as set forth in Annual Contract EN0708-101 and Exhibit B attached hereto and made a part hereof by reference.

ARTICLE 3. CONTRACT TIME

The contract time is sixty days and Annual Consultant agrees to complete all work within sixty (60) days of the date CITY issues a Notice to Proceed.

ARTICLE 4. GENERAL

This Project Agreement is entered into pursuant to Annual Contract No. EN0708-101 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:

DEPARTMENT HEAD/DESIGNEE DATE:

By: _____
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
Ms. Tracy Moraco
Brown & Caldwell
201 E. Washington St., Ste. 500
Phoenix, AZ 85004

APPROVED AS TO FORM:

Phone: 602-567-4000
Fax: 602-567-4001

ATTEST: _____
City Attorney By: _____

City Clerk

EXHIBIT A SCOPE OF WORK

The following tasks outline design and construction services for the drilling, installation, and testing of Alamosa No. 4 public supply water production well.

1.0 PRODUCTION WELL TECHNICAL SPECIFICATIONS

ANNUAL CONSULTANT shall review technical specifications provided by the City of Chandler (City) for the drilling, installation, and testing of the production well. ANNUAL CONSULTANT shall provide revisions as appropriate to address conditions related to the local geology (e.g., test boring depth, well depths, potential screen intervals, etc.).

2.0 DRILLING, INSTALLATION, AND TESTING

2.1 Borehole Drilling and Analysis

During pilot borehole drilling, ANNUAL CONSULTANT shall evaluate the geologic and hydrologic conditions encountered. Analysis of the subsurface conditions shall involve:

- Evaluating the geophysical logging survey and drilled cuttings
- Preparing a lithologic log
- Collecting depth-specific (zonal) groundwater samples for analysis.

After completion of the pilot borehole, a geophysical logging survey shall be conducted. ANNUAL CONSULTANT shall subcontract the pilot borehole geophysical logging services. The pilot borehole geophysical survey shall include:

- Calliper log
- Electric log
- Natural gamma ray log
- Guard log
- Sonic log
- Deviation log

After the geophysical logging survey is completed, zonal groundwater sampling shall be conducted. Zonal groundwater sample intervals shall be determined based on analysis of the drilled cuttings and geophysical logs. Up to 12 sample intervals may be selected. ANNUAL CONSULTANT shall assist the drilling contractor with the design of the sample intervals, inspect placement of the zonal sampling tool, and monitor groundwater purging.

ANNUAL CONSULTANT shall collect each groundwater sample and subcontract a state-certified analytical laboratory for analysis of the following constituents:

- Total dissolved solids (TDS)
- Nitrate
- Fluoride
- Arsenic (dissolved)
- Chromium (dissolved)

The zonal groundwater samples shall be submitted for 2-day turn-around time for preliminary results; however based on the nature of the analysis, preliminary TDS results may take 3 to 4 days.

ANNUAL CONSULTANT shall recommend a final well design to the City based on evaluation of the pilot borehole. Upon approval from the City, ANNUAL CONSULTANT shall provide the final well design to the drilling contractor. After the borehole is reamed to the design depth, a final caliper log shall be conducted. The drilling contractor shall subcontract the final caliper log and shall provide copies of the log to ANNUAL CONSULTANT.

2.2 Production Well Installation

ANNUAL CONSULTANT shall document the installation and completion of the production well. These activities shall include monitoring and documentation of the following activities:

- Final caliper log of reamed borehole
- Installation of the casing, screen, and annular materials
- Well development
- Final video survey and gyroscopic survey

ANNUAL CONSULTANT shall subcontract the geophysical logging services for the final caliper log, final well video survey, and gyroscopic survey.

2.3 Production Well Testing and Analysis

Well testing shall consist of a 20-hour step-rate aquifer test and a 24-hour, constant-rate aquifer test. Pump and surge well development (up to a duration of 24 hours) shall be conducted prior to well testing. During development and testing activities, ANNUAL CONSULTANT shall record the following information:

- Water levels
- Discharge rates
- Sand content of the discharge
- Discharge field parameters such as conductivity, pH, and temperature

ANNUAL CONSULTANT shall collect groundwater samples as directed by the City. The groundwater samples shall be submitted to the City for analysis by their analytical laboratory; the costs for these analyses are not included in the attached fee estimate and shall be the responsibility of the City.

Following the step-rate test recovery period, the constant-rate aquifer test shall be conducted. ANNUAL CONSULTANT shall determine the pumping rate for the constant-rate test based on analysis of the step-rate test. ANNUAL CONSULTANT shall also conduct a water level recovery test after the cessation of pumping until the water level has recovered to approximately 95 percent of the total drawdown at the end of the constant-rate test.

3.0 WELL COMPLETION REPORT

ANNUAL CONSULTANT shall prepare a report summarizing all work conducted during the project. Task 3.0 deliverables to the City shall include a draft copy of the well completion report for review and comment, and three final copies. The well completion report shall include the following:

- Summary of project activity and analysis of aquifer conditions
- Documentation compiled during drilling, well installation, and testing including:
 - Zonal groundwater sampling logs
 - Pipe tallies, annular material, and development records
 - Penetration rate and geophysical logs
 - Gyroscopic and video surveys
- Analytical results of the zonal water quality samples
- Results of the aquifer testing
- A detailed record drawing of the production well
- Recommended pump rate and depth for equipping

**EXHIBIT B
FEE SCHEDULE**

ANNUAL CONSULTANT shall provide all services as described in Article I for an amount not to exceed \$80,057.

TASK AND DESCRIPTION	BROWN AND CALDWELL	GEOPHYSICAL LOGGING	ANALYTICAL LABORATORY	TOTAL
1.0 Technical Specifications	\$2,244	\$0	\$0	\$2,244
2.0 Production Well Installation	\$57,300	\$7,761	\$1,650	\$66,711
3.0 Project Completion Report	\$11,102	\$0	\$0	\$11,102
Total Estimated Fee	\$70,646	\$7,761	\$1,650	\$80,057