



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CA10-074**

**1. Agenda Item Number:**

**20**

**2. Council Meeting Date:**

October 22, 2009

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** October 5, 2009

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Municipal Utilities

**5. SUBJECT:** Approve a project agreement with Wilson Engineers for the Price Road Pipeline between Germann and Dobson Roads, Project No. WA0906-201, in an amount not to exceed \$453,460.

**6. RECOMMENDATION:** Staff recommends Council approve a project agreement with Wilson Engineers for the Price Road Pipeline between Germann and Dobson Roads, Project No. WA0906-201, in an amount not to exceed \$453,460.

**7. BACKGROUND/DISCUSSION:** New commercial development is expected to occur along the Price Road corridor in the next few years. To support this development, Municipal Utility Department staff has identified the need to install a 16-inch water line in Price Road between Germann Road and Queen Creek Road, to run parallel to an existing 24-inch main. This will add system redundancy in case of a water main break. The project will also include the replacement of two large 24-inch valves on the existing line in Price Road. Staff have also identified the need to inspect a 16-inch wastewater force main in this area to determine if any problems exist, which may be addressed during construction. This contract is for the design work needed for the new 16-inch pipe and replacement of the existing valves, and includes \$218,020 for the inspection and assessment of the force main.

**8. EVALUATION PROCESS:** On August 13, 2009, Council approved a one-year extension of Annual Contract No. EN0712-101 with Wilson Engineers for permitting, study, and design services for water/wastewater, with the option of two remaining one-year extensions. Staff has reviewed the scope of work and fees, and determined that they are acceptable.

**9. FINANCIAL IMPLICATIONS:**

Cost: \$453,460  
Savings: None  
Long Term Costs: None  
Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
601.3820.0000.6714.9WA110	Water Bonds	Water System Upgrades w/Street Projects	FY 08/09	\$235,440
611.3910.0000.6817.9WW332	Wastewater Bonds	Wastewater System Upgrades w/Street Projects	FY 08/09	\$218,020

**10. PROPOSED MOTION:** Move that Council approve a project agreement with Wilson Engineers for the Price Road Pipeline between Germann and Dobson Roads, Project No. WA0906-201, in an amount not to exceed \$453,460.

**ATTACHMENTS:** Project Agreement, Location Map

**APPROVALS**

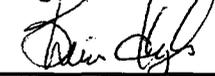
**11. Requesting Department**

  
Robert Mulvey, Assistant Municipal Utilities Director

**13. Department Head**

  
Dave Siegel, Municipal Utilities Director

**12. City Engineer**

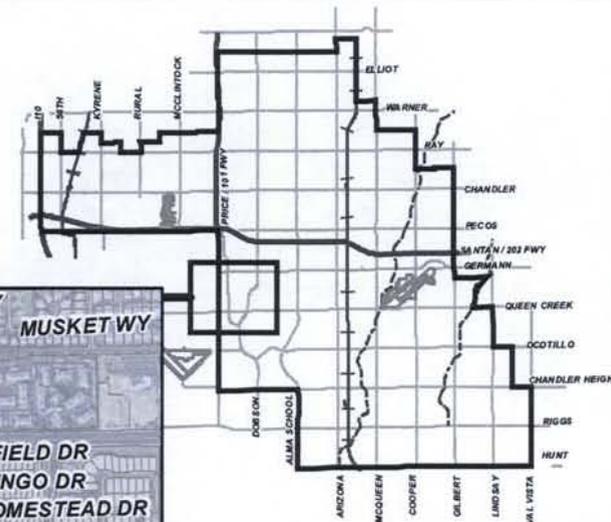
  
Sheina Hughes, Assistant Public Works Director/  
City Engineer

**14. City Manager**

  
W. Mark Pentz



# PRICE ROAD PIPELINE BETWEEN GERMANN AND DOBSON ROADS PROJECT NO. WA0906-202



MEMO NO. CA10-074

PROJECT AREA



**PROJECT AGREEMENT  
PURSUANT TO ANNUAL CONTRACT NO. EN0712-101**

**AGREEMENT NO: WA0906-202**

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2009, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and Wilson Engineers, LLC, registered in the state of Arizona (hereinafter referred to as "Annual Consultant") and is a project agreement entered into pursuant to Annual Contract No. EN0712-101.

CITY and Wilson Engineers, LLC, in consideration of the mutual covenants herein set forth, agree as follows:

**ARTICLE 1. DESCRIPTION OF WORK**

This project is Price Road Pipeline Between Germann and Dobson Roads, Project Number WA0906-202. The scope of work consists of designing a new waterline on Price Road, 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 Four Hundred Fifty Three Thousand Four Hundred Sixty Dollars (\$453,460) determined and payable as set forth in Annual Contract EN0712-101 and Exhibit B attached hereto and made a part hereof by reference.

**ARTICLE 3. CONTRACT TIME**

The contract time is ninety days and Annual Consultant agrees to complete all work within Ninety (90) days of the date CITY issues a Notice to Proceed.

**ARTICLE 4. GENERAL**

This Project Agreement is entered into pursuant to Annual Contract No. EN0712-101 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: Steve Todd  
Title: PRINCIPAL

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

ADDRESS FOR NOTICE  
Mr. Steve Todd  
Wilson Engineers  
9633 S. 48<sup>th</sup> St., Ste. 290  
Phoenix, AZ 85044-5658

APPROVED AS TO FORM:

Phone: 480-893-8860  
Fax: 480-893-8968

ATTEST: City Attorney By: [Signature]

\_\_\_\_\_  
City Clerk

## **EXHIBIT A SCOPE OF WORK**

**ANNUAL CONSULTANT** shall provide the following services:

The purpose of this project is to design a new waterline on Price Road to supplement and provide redundancy to the existing 24-inch waterline currently located within the same corridor. The new waterline shall be constructed with connections to the existing 24-inch line, service connections to all major users in the corridor, and connections to the existing fire lines. This project shall also include replacement of two existing butterfly isolation valves located on the 24-inch water line with gate valves and provide a condition assessment of the existing 16-inch brine pipeline within Price Road. The following major facility components are included in the design for this project:

- Detailed Survey of Price Road between Queen Creek Road and Germann Road.
- Potholing Services for the same corridor. At this time it is anticipated that approximately 25 to 30 potholes are estimated and these are included in the scope of services as an allowance.
- Identification and outlining of construction sequencing for the water line work.
- Allowance for contractor to perform the brine pipeline condition assessment.

Specific services not included in this Scope are as follows:

- Landscaping and irrigation design services. It is assumed that landscape design services shall not be required for this project, therefore not included in the scope of services.
- Construction Phase Engineering Services. It is assumed that a separate contract shall be executed to define the Scope and Budget for any Engineering Services during Construction as desired by the City for this project.

The engineering services to be provided under this Project are as follows:

### **TASK 1.0 PRELIMINARY DESIGN**

**Subtask 1.1 Data Collection and Review.** Collect and review available information pertaining to existing and planned facilities along the pipeline alignment:

- Obtain and review Price Road Corridor as-builts from the City.
- Obtain and review the City's GIS map for Price Road Corridor.

**Subtask 1.2 Site Survey.** Perform a field survey along the entire planned pipeline alignment. Survey shall include a portion of the Queen Creek Road for removal and replacement of existing 16-inch AC Pipe.

**Subtask 1.3 Geotechnical Investigations.** Soil borings shall be conducted every 1/8<sup>th</sup> mile along the planned pipeline alignment. The borings shall extend at least 5 feet below the planned pipeline invert.

**Subtask 1.4 Utility Investigations/Meetings.** This task shall include contacting all of the utility companies with existing or planned utilities along the pipeline alignment. Drawings of the utilities shall be obtained and incorporated into the construction drawings for this project. An allowance is included for potholing and surveying exact locations of potential underground utility conflicts. This task shall also include submitting each design deliverable to the utility companies for review and comment. Attending utility coordination meetings with the City and other utilities representatives is included in this task.

**Subtask 1.5 Design Basis Report/30% Design.** Prepare a design report for submittal to the City. Based on the available data, site investigations, and the City's design standards, **ANNUAL CONSULTANT** shall prepare a design report for the pipeline and metering station. The report shall include preliminary sewer plan sheets (no profile), preliminary construction cost estimate, identification of any additional design issues and recommendations. **ANNUAL CONSULTANT** shall submit six (6) copies of the Design Basis Report for review. A review meeting shall be conducted to discuss comments on the Design Basis Report.

**EXHIBIT B  
FEE SCHEDULE**

TASK No.	TASK DESCRIPTION	Principal	Project Manager	Project Engineer	CADD Tech	Clerical	TOTAL HOURS	Labor COST
		E-7	E-5	E-4	T-3	A-3		
		\$ 195	\$ 150	\$ 125	\$ 70	\$ 65		
<b>Task 1.0 - Preliminary Design</b>								
1.1	Data Collection and Review	2	4	12		2	20	\$ 2,620
1.2	Site Survey		2	4			6	\$ 800
1.3	Geotechnical Investigations		2	4			6	\$ 800
1.4	Utility Investigation/Meetings		24	32			56	\$ 7,600
1.5	Design Basis Report	2	12	40	16	8	78	\$ 8,830
	<b>Subtotal - Design Development</b>	<b>4</b>	<b>44</b>	<b>92</b>	<b>16</b>	<b>10</b>	<b>166</b>	<b>\$ 20,650</b>
<b>Task 2.0 - Contract Document Preparation</b>								
2.1	60% Construction Documents		60	160	120	16	356	\$ 38,440
2.2	90% Construction Documents	4	80	160	200	64	508	\$ 50,940
2.3	Final Submittal	4	60	120	80	24	288	\$ 31,940
	<b>Subtotal - Final Design</b>	<b>8</b>	<b>200</b>	<b>440</b>	<b>400</b>	<b>104</b>	<b>1152</b>	<b>\$ 121,320</b>
<b>Task 3.0 - Permitting Services</b>								
3.1	MCESD Approval to Construct	2	8	16	12	4	42	\$ 4,690
3.2	City of Chandler Permit		4	16			20	\$ 2,600
	<b>Subtotal - Preliminary Design</b>	<b>2</b>	<b>12</b>	<b>32</b>	<b>12</b>	<b>4</b>	<b>62</b>	<b>\$ 7,290</b>
<b>Task 4.0 - Bid Services</b>								
4.1	Pre-Bid Conference		2	4			6	\$ 800
4.2	Questions	2	8	16		4	30	\$ 3,850
4.3	Prior Approval Review / Issue Addenda		8	24	24	4	60	\$ 6,140
4.4	Attend the Bid Opening / Make Recommendation	2	2	8			12	\$ 1,690
	<b>Subtotal - Bid Services</b>	<b>4</b>	<b>20</b>	<b>52</b>	<b>24</b>	<b>8</b>	<b>108</b>	<b>\$ 12,480</b>
<b>Task 5.0 - Brine Pipeline Condition Assessment</b>								
5.1	Condition Assessment	2	60	80		24	166	\$ 20,950
5.2	Condition Assessment Report	2	60	80	16	24	182	\$ 22,070
	<b>Subtotal - Bid Services</b>	<b>4</b>	<b>120</b>	<b>160</b>	<b>16</b>	<b>48</b>	<b>348</b>	<b>\$ 43,020</b>
	<b>Subtotal - Wilson Labor Summary</b>	<b>22</b>	<b>396</b>	<b>776</b>	<b>468</b>	<b>174</b>	<b>1836</b>	<b>\$ 204,760</b>
<b>II. Other Direct Costs</b>								
Task No(s).	Expense Description	Unit	Total Units	Cost / Unit	Total			
1.3	Geotechnical Investigation	LS	1	\$ 5,500	\$ 5,500			
1.2	Surveying Services	LS	1	\$ 40,000	\$ 40,000			
1.4	Potholing Services	LS	1	\$ 25,500	\$ 25,500			
1.0 thru 4.0	Miscellaneous Expenses (Mileage, Printing, etc.)	LS	1	\$ 1,500	\$ 1,500			
3.1	Maricopa County Env. Service Fees	LS	1	\$ 1,200	\$ 1,200			
5.1	Brine Pipeline Condition Assessment Allowance	LS	1	\$175,000	\$175,000			
	<b>Subtotal - Other Direct Costs</b>				<b>\$248,700</b>			
<b>III. TOTAL FEE PROPOSAL</b>								
I	LABOR SUMMARY			\$ 204,760				
II	OTHER DIRECT COSTS			\$ 248,700				
III	TOTAL FEE			\$ 453,460				

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.

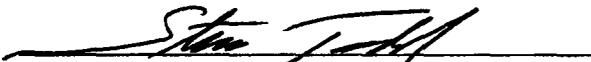
By completing and signing this form the Engineer/Annual Consultant shall attest that it and all subconsultants performing work under the cited contract meet all conditions contained herein.

Project Number: WA0906-202 Price Road Pipeline Between Germann and Dobson Roads		
Name (as listed in the contract):		
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: STEVE TODD

Title: PRINCIPAL

Date (month/day/year): 10/6/09