



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA10-062**

1. Agenda Item Number: 24
2. Council Meeting Date: October 22, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: September 15, 2009

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Award a project agreement to Wilson Engineers LLC for the design of the McQueen Road sewer repairs, Project No. WW1004-201, in an amount not to exceed \$141,220.

6. RECOMMENDATION: Staff recommends that Council award project agreement to Wilson Engineers LLC for the design of the McQueen Road sewer repairs, Project No. WW1004-201, in an amount not to exceed \$141,220.

7. HISTORICAL BACKGROUND / DISCUSSION: On August 13, 2009, Council approved a one (1) year extension to the existing annual contract for design services with Wilson Engineers, LLC. Wilson Engineers LLC is currently the designer for the Airport Water Reclamation Facility (AWRF) expansion, Project No. WW0501-202, located at McQueen and Queen Creek Roads.

During the weekend of August 1, 2009, City staff became aware that a sewer leak had developed at the SW corner of McQueen and Queen Creek Roads. The leak appeared to originate near a junction structure where two sewer force mains and gravity sewer mains converge. Because of Wilson Engineers LLC familiarity with the facilities and their current work at the nearby AWRF, they were able to immediately assist with managing the temporary repairs to the sewer system.

This project agreement tasks Wilson Engineers, LLC with determining the extent of the piping failure and developing the interim repairs, provide construction administration services for the construction of the interim repairs, develop alternatives for the necessary permanent repairs, develop construction documents for the permanent repairs, and obtain approval to construct the permanent repairs from Maricopa County Environmental Services Department.

8. EVALUATION PROCESS: Wilson Engineers, LLC was selected for a one-year contract with an option to renew for four additional years. Council approved the original annual contract on September 6, 2007. On August 13, 2009, Council approved a one (1) year extension to the existing annual contract for design services with Wilson Engineers, LLC.

9. FINANCIAL IMPLICATIONS:

Cost: \$141,220
Savings: N/A
Long Term Costs: N/A

Fund Source:

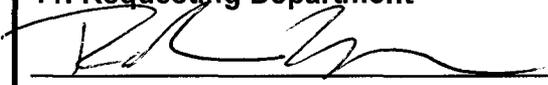
<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
615.3910.0000.6817.8WW332	Wastewater Operating	Wastewater System Upgrades W/Street Projects	FY 07/08	141,220

10. PROPOSED MOTION: Move that Council Award a project agreement to Wilson Engineers LLC for the design of the McQueen road sewer repairs, Project No. WW1004-201, in an amount not to exceed \$141,220 and authorize the Mayor to sign the project agreement documents.

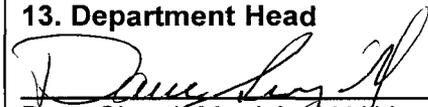
ATTACHMENTS: Location Map, Project Agreement

APPROVALS

11. Requesting Department


Robert Mulvey, Assistant Municipal Utilities Director

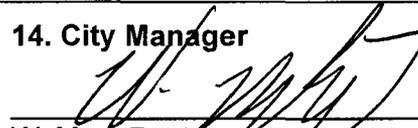
13. Department Head


Dave Siegel, Municipal Utilities Director

12. City Engineer

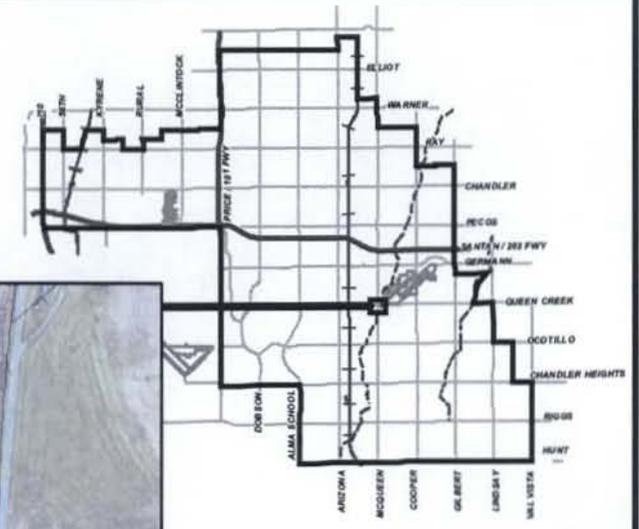

Sheina Hughes, Assistant Public Works Director/
City Engineer

14. City Manager


W. Mark Pentz



MCQUEEN ROAD SEWER REPAIR PROJECT NO. WW1004-201



MEMO NO. CA10-062

 PROJECT SITE



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

AGREEMENT NO: WW1004-201

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 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 McQueen Road Sewer System Repairs, Project Number WW1004. The scope of work consists of repairs to the McQueen road Sewer 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 One Hundred Forty One Thousand Two Hundred Twenty Dollars (\$141,220) 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 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. 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. 48th St., Ste. 290
Phoenix, AZ 85044-5658

APPROVED AS TO FORM:

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

ATTEST: City Attorney By: Steve

City Clerk

**EXHIBIT A
SCOPE OF WORK**

ANNUAL CONSULTANT shall:

- Assist the City in determining the extent of the piping failure and developing an interim repair
- Provide Construction Administration Services for the construction of the interim repairs
- Develop alternatives for the permanent repairs
- Prepare Construction documents for the permanent repairs
- Obtain Approval to Construct permanent repairs from Maricopa County Environmental Serviced Department

ANNUAL CONSULTANT shall provide the following tasks:

TASK 1.0 EMERGENCY REPAIR ASSISTANCE

Subtask 1.1 On-Site Assistance. Provide engineering staff on site to assist the City in assessing the extents of the failure and overseeing the Contractors efforts to excavate the area of failure and inspect the damaged pipelines. The following items are included in this subtask:

- Investigate the source of the failure
- Coordinate communication with the contractor
- Oversee the efforts of the contractor
- Identify key issues affecting project development
- Provide Process and Operation Assistance for the Airport WRF and Ocotillo WRF

Subtask 1.2 Data Collection and Review. Collect and review background information including:

- Available As-built utility drawings
- McQueen Rd widening project pothole information
- McQueen Rd widening project construction plans

Subtask 1.3 Update Meetings. Engineer will conduct regular status update meetings to inform City staff of the progress of the repair work and to repair alternatives. The Engineer will also coordinate the Contractors activities with the City operations staff to minimize the impact to the City's wastewater collection and treatment systems.

TASK 2.0 PRELIMINARY DESIGN

Subtask 2.1 Conceptual Sewer System Configuration and Alternatives. Develop alternative configurations for the sewer collection system at the southwest corner of McQueen Rd and Queen Creek Rd. Meet with the City to present and review the proposed alternatives. Based on City input, develop refined alternatives for consideration. Prepare a summary of pros and cons and approximate costs for the refined alternatives. Meet with the City to review the refined alternatives.

Subtask 2.2 Topographic Site Survey. A topographic survey of the site shall be completed under this Project. The limits of the survey will include the southwest corner of McQueen Road and Queen Creek Rd including the existing manhole rim and invert elevations and the existing berm adjacent to McQueen Road.

Subtask 2.3 Preliminary Design Report. Prepare a preliminary design report for submittal to the City. Based on the alternatives developed in Task 2.1, available data, site investigations, and the City's design standards, Wilson Engineers will prepare a preliminary design report for the McQueen Road sewer system improvements includes the following:

- Design criteria and standards for the relocated force mains and junction structure
- Design criteria and standards for the new odor control system

- Design criteria and standards for the relocated gravity sewers
- Operating and maintenance strategies
- Preliminary construction cost estimate
- Identification of any additional design issues and recommendations

Wilson Engineers will submit five (5) copies of the preliminary design report to the City for review. A review meeting will be conducted with City staff to discuss comments to the preliminary design report. These comments will be incorporated and five (5) copies of the final design report will be submitted.

TASK 3.0 FINAL DESIGN

Subtask 3.1 Preparation of 60% Plans. Prepare preliminary (60%) construction documents (plans only) for the McQueen Road Sewer System Improvements Project. The 60% plans shall include the following detailed design areas:

- Civil: Site plan and piping locations.
- Mechanical: Force main Junction Box, Bypass Assembly, and Odor Control System.

Five copies of the preliminary, 60 percent, plans will be submitted for review to the City's Engineering and Utilities Departments. One review meeting will be conducted to discuss any comments received from the City.

Subtask 3.2 Preparation of 90% Plans and Specifications. Prepare preliminary (90%) construction documents including plans, specifications, and a construction cost estimate for the project. The 90% plans shall include the following detailed design areas:

- Civil: Site plan and piping locations.
- Mechanical: Force main Junction Box, Bypass Assembly, and Odor Control System.
- Structural: Junction Box
- Electrical and Instrumentation: Power supply requirements, control descriptions and instrumentation.

Seven copies of the preliminary, 90 percent, plans and specifications will be submitted for review to the City's Engineering and Utilities Departments. One review meeting will be conducted to discuss any comments received from the City.

Subtask 3.3 Maricopa County and Development Services Review. One set of the 90 percent plans and specifications will be presented to Maricopa County and the City's Development Services Department for review. One review meeting will be conducted to discuss any comments received from the County, if necessary. Also, one review meeting will be conducted to discuss any comments received from the City's Development Services Department.

NOTE: It is assumed that the City will directly pay for all of the required permitting fees including the MCESD Approval to Construct Permit.

Subtask 3.4 Preparation of 100% Plans and Specifications. The final 100% plans and specifications will be prepared including incorporation of the City and County comments. One (1) reproducible set of plans and specifications will be submitted to the City for preparation of bid sets.

TASK 4.0 CMAR Coordination Services

Subtask 4.1 Attend Coordination Meetings. Attend coordination meetings with the CMAR to review the design progress and incorporate input into the preparation of the Contract Documents.

Subtask 4.2 Questions. Receive and respond to questions from the CMAR and their subcontractors regarding the Contract Documents.

**EXHIBIT B
FEE SCHEDULE**

Task	Task Description	Principal \$ 180	Pro Mgr \$ 150	Proj Eng \$ 120	CAAD Tech II \$ 85	Admin Asst III \$ 55	Field Inspr \$ 115	Total Hrs	Total Fee
Task 1.0 - Emergency Repair Assistance									
1.1	On-Site Assistance	12	32	80			120	244	\$ 30,360
1.2	Data Collection and Review	2	16	52			40	110	\$ 13,600
1.3	Update Meetings	30	24		4		40	98	\$ 13,860
Subtotal		44	72	132	4	0	200	452	\$ 57,820
Task 2.0 - Preliminary Design									
2.1	Develop Alternatives	4	12	16				32	\$ 4,440
2.2	Site Survey	2	2	4				8	\$ 1,140
2.3	Design Report	8	16	32	80	8		144	\$ 13,320
Subtotal		14	30	52	80	8	0	184	\$ 18,900
Task 3.0 - Construction Documents									
3.1	60% Plans	2	8	62	80	8		160	\$ 14,640
3.2	90% Plans	2	8	60	40	4		114	\$ 11,580
3.3	MCESD/City Permits		4	12				16	\$ 2,040
3.4	100% Plans	1	8	24	40	2	4	79	\$ 7,430
Subtotal		5	28	158	160	14	4	369	\$ 35,690
Task 4.0 - CMAR Coordination Services									
4.1	Coordination Meetings	4	24	16			4	48	\$ 6,700
4.2	Respond to Questions	2	16	16			4	38	\$ 5,140
Subtotal		6	40	32	0	0	8	86	\$ 11,840
Subtotal - Annual Consultant Labor Summary		69	170	374	244	22	212	1091	\$ 124,250

II. Other Direct Costs

Task No.	Expense Description	Unit	Total Units	Cost/Unit	Total
1	Nabar Stanley Brown (Structural Design)	LS	1	\$ 16,600	\$ 9,970
3	Misc Expenses	LS	1	\$ 1,500	\$ 1,500
4	Grading and Drainage Design	LS	1	\$ 3,000	\$ 3,000
5	Survey	LS	1	\$ 2,500	\$ 2,500
Subtotal - Other Direct Costs					\$ 16,970

III. TOTAL FEE PROPOSAL

I	LABOR SUMMARY	\$ 124,250
	OTHER DIRECT COSTS	\$ 16,970
III	TOTAL FEE	\$ 141,220

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: WW1004-201 McQueen Road Sewer System Repairs		
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): 7/16/2009