



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA07-269**

1. Agenda Item Number:
32
2. Council Meeting Date:
June 14, 2007

TO: MAYOR & COUNCIL

3. Date Prepared: May 24, 2007

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Approval of Contract Amendment No. 2, in the amount of \$13,800.20 to Tri-Core Engineering for construction management of the Water Main Replacements Phase 1, Project No. WA0401-451, for a revised contract total of \$161,550.20.

6. RECOMMENDATION: Staff recommends that Council approve Contract Amendment No. 2, in the amount of \$13,800.20 to Tri-Core Engineering for construction management of the Water Main Replacements Phase 1, Project No. WA0401-451, for a revised contract total of \$161,550.20.

7. BACKGROUND/DISCUSSION: Some of the existing water mains in the older sections of the City are undersized and/or deteriorating. The result has been a high number of repairs to broken water mains, interrupted water service, numerous citizen complaints, and property damage. City staff has prioritized the areas for replacement based on the number of repairs made and complaints received. Council approved a construction contract for the first phase of water main replacements on April 27, 2006. At that time Council also approved a contract with the design engineer to provide construction management services.

Additional time is required for construction management services due to field design conflicts, unforeseen underground conditions, redesign of the pipeline alignment, and increased inspection time relating to the conflicts. This contract amendment will provide for the additional construction management time. Construction work on the water main replacement is 95% complete. Council approved amendment No. 1, extending the contract time and adding material testing services to the project scope, on June 22, 2006.

8. EVALUATION: Tri-Core Engineering is the designer for the Water Main Replacements Phase 1 project and was selected in accordance with established City policies and procedures. Council awarded the construction management contract to Tri-Core Engineering on April 27, 2006.

9. FINANCIAL IMPLICATIONS:

Construction Management Services Contract:	\$ 95,834.00
Contract Amendment No. 1	\$ 51,916.00
Contract Amendment No. 2	\$ 13,800.20
Revised Contract Amount:	\$161,550.20

Savings: N/A
Long Term Costs: N/A

Fund Source:

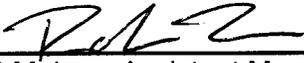
<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
601.3820.0000.6713	Water Bond	Main Replacement	FY 05/06	\$13,800.20

10. PROPOSED MOTION: Move that Council approve Contract Amendment No. 2, in the amount of \$13,800.20 to Tri-Core Engineering for construction management of the Water Main Replacements Phase 1, Project No. WA0401-451, for a revised contract total of \$161,550.20, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map, Contract Amendment

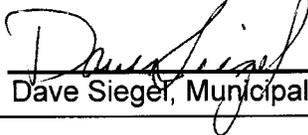
APPROVALS

11. Requesting Department



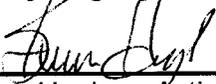
Robert Mulvey, Assistant Municipal Utilities Director

13. Department Head



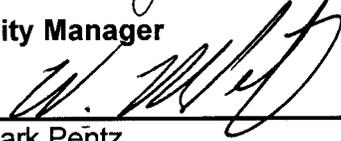
Dave Siegel, Municipal Utilities Director

12. City Engineer



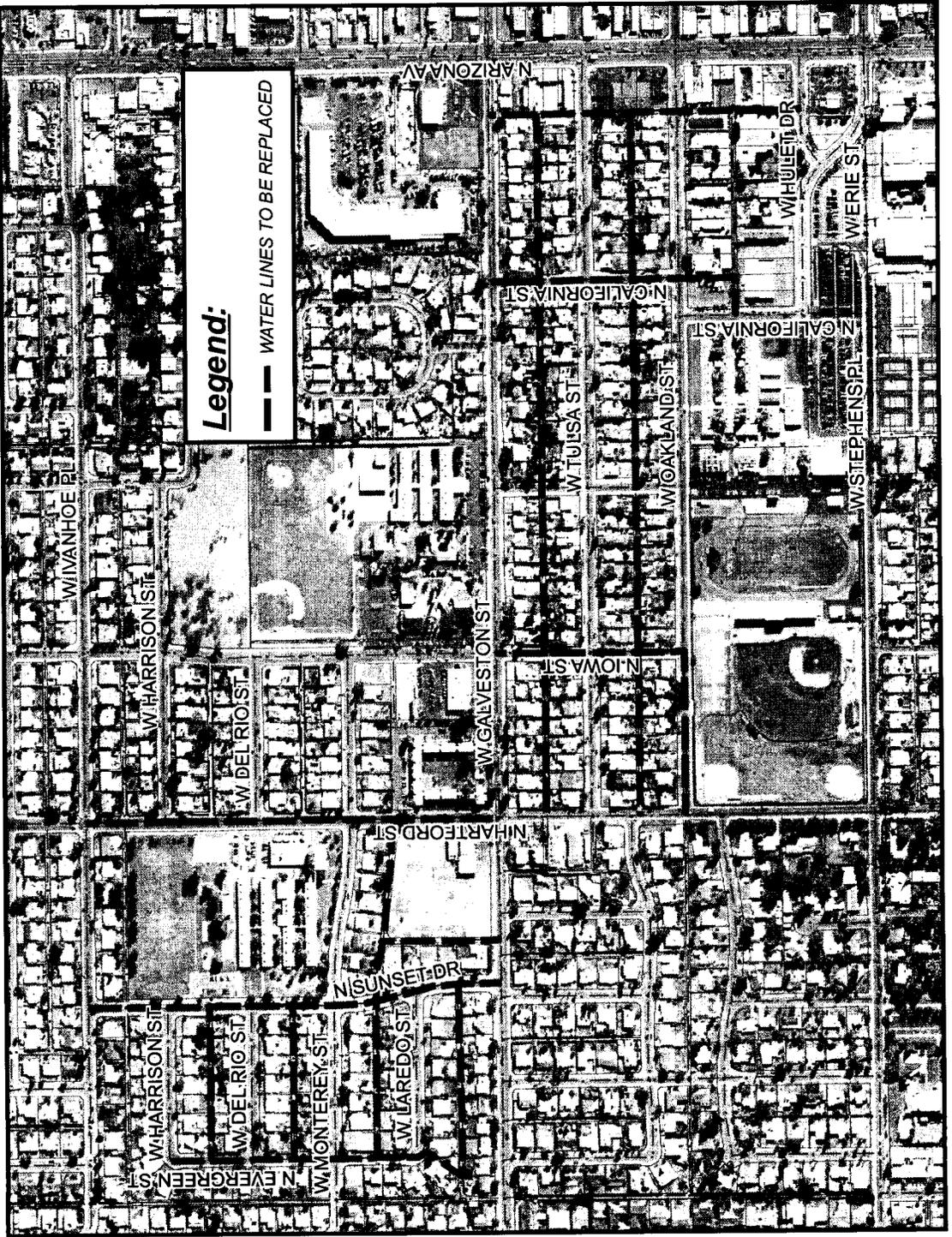
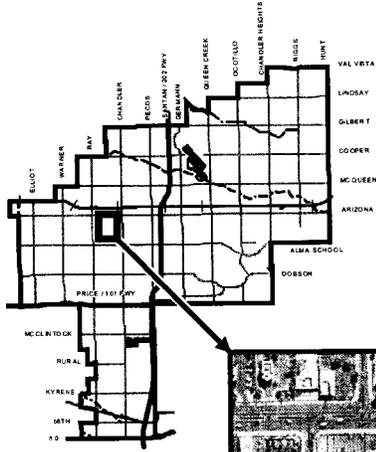
Sheina Hughes, Acting Assistant Public Works
Director/City Engineer

14. City Manager



W. Mark Pentz

WATER MAIN REPLACEMENTS PHASE 1 CONSTRUCTION MANAGEMENT SERVICES PROJECT NO. WA0401-451



MEMO NO. CA07-269





Chandler Arizona

AMENDMENT NUMBER 2

Project Name: Construction Management Services for Water Main Replacement Phase I
Project No.: WA0401-451

This Amendment No. 2 to that certain Agreement Between the City Of Chandler (CITY) and Tri-Core Engineering, an Arizona Corporation for Construction Management Services for Water Main Replacement Phase I dated 3, May 2006 is entered into this _____ day of _____, 2007.

WHEREAS the parties have determined that it is necessary and desirable for ENGINEER to perform additional services for CITY;

NOW THEREFORE, the parties agree as follows:

1. Section 2, of the above referenced Agreement, is hereby; amended by adding additional scope of work described in more detail in Exhibit A attached hereto and incorporated herein by reference.
2. Section 3, of the above referenced Agreement, is hereby; amended by increasing the total contract price by an amount not to exceed the sum of Thirteen Thousand Eight Hundred Dollars Twenty Cents, (\$13,800.20) all payable in accordance with Exhibit B, for a total contract price not to exceed the sum of One Hundred Sixty One Thousand Five Hundred Fifty dollars Twenty cents, (\$161,550.20).
3. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _____, 2007.

CITY OF CHANDLER:

By: _____
MAYOR Date

APPROVED AS TO FORM: _____

City Attorney by: [Signature]
ATTEST: _____

City Clerk

ENGINEER:

By: [Signature]
Title: President

ATTEST: (If corporation)
[Signature]
Secretary

WITNESS: (If Individual or Partnership)

SEAL

ACKNOWLEDGE BY:

User Department Signature: Date:

Recommended: CITY ENGINEER Date

Title

Recommended: DEPARTMENT DIRECTOR Date:

Amendment No. 2 cont.

Project No. WA0401-451

THESE CHANGES RESULT IN THE FOLLOWING ADJUSTMENTS OF CONTRACT PRICE AND TIME

ORIGINAL CONTRACT AMOUNT	<u>\$ 95,834</u>
CURRENT CONTRACT PRICE PRIOR TO THIS AMENDMENT (Including previous amendments)	<u>\$ 147,750</u>
NET INCREASE / DECREASE (Resulting from this amendment)	<u>\$ 13,800.20</u>
REVISED CONTRACT PRICE (Including this amendment)	<u>\$ 161,550.20</u>
AMENDMENT PERCENTAGE (Of original contract price)	<u>14.4%</u>
CONTRACT TIME PRIOR TO THIS AMENDMENT (Including previous amendments)	<u>270</u> (Days or Date)
NET INCREASE/DECREASE (Resulting from this amendment)	<u>50</u> (Days or Date)
REVISED CONTRACT TIME (Including this amendment)	<u>345</u> (Days or Date)
THIS AMENDMENT No. _____	Does not Require Council Approval: Less than \$30,000* <u> </u>
	More than \$30,000 but less than 10% of Contract* <u> </u>
THIS AMENDMENT No. <u>2</u>	Requires Council Approval Greater than \$30,000* <u> </u>
	Greater than 10% of Contract * <u> X</u>
*Including City Manager approved Amendments	
ORIGINAL CONTRACT COUNCIL DATE: 4/27/06 ITEM NO.: 25 if applicable	
COUNCIL APPROVAL: _____ ITEM NO: _____, if applicable	

CC: City Clerk User Dept Project Mgr Consultant Project Anaylst File

**EXHIBIT A
SCOPE OF WORK**

I. BRIEF DESCRIPTION OF THE PROJECT

- A. The Consultant shall complete the project in accordance with the current versions of the City of Chandler Standard Specifications and Details, the MAG Standards and Details, and the contract documents prepared for the construction of the project. Basic services for this contract shall include: construction management services as the City's Representative and post design services as the Project Designer for construction to replace existing 4-inch, 6-inch, 8-inch, and 10-inch water mains with new ductile iron pipe, within quarter sections 9-53, 9-54, and 10-54 relative to PHASE I. The work in general includes contract administration, providing an on-site representative, reviewing shop drawing submittals, change order processing, as-built drawings, and related services.

II. GENERAL REQUIREMENTS

- A. DESIGN STANDARDS – All work shall conform to:
1. The M.A.G. Standard Specifications and Details
 2. The latest City of Chandler Design Standards and Details
 3. All applicable uniform and national codes along with the City amendments as adopted by ordinance
 4. AWWA, NSF, ACI, ASTM, etc. as applicable
 5. The AUCC "Public Improvement Project Guide" (PIPG)
- B. QUALITY CONTROL – The City's Representative is responsible for maintaining a Quality Control Program that will provide a quality product. The City's Representative shall implement the Quality Control Program to ensure a successful end product throughout the construction process.
- C. PROJECT CONSTRUCTION SCHEDULE – the City's Representative and the City's Project Manager shall work together to ensure that the selected contractor meets the required construction timelines (295 days) as listed in the project specifications. The City's Representative shall review the contractor's Schedule, Phasing Plan and associated proposed method for keeping the existing water lines and connections in service, for compliance with the contract documents and for approval.

III. TASKS

- A. ON-SITE CONSTRUCTION REPRESENTATIVE
1. Provide a part time (5 days per week, ½ day) on-site construction inspector as the City's Representative for the duration of the construction (25 days) to monitor quality of workmanship and materials.
 2. Maintain a computerized log, tracking each pay item entry.
 3. Provide all correspondence and communication with the Contractor.
 4. Verify and recommend the Contractor's monthly pay request.
 5. Analyze, develop and make recommendations for any Changes Orders necessary.
 6. Maintain a daily diary (for days on-site) documenting weather, progress; pay quantities, labor & equipment on-site, new issues arising, and important conversations and happenings of the day.
 7. Monitor construction progress relative to the contractor's submitted schedule.

8. Coordinate with the geotechnical company for any materials testing.

B. MEETINGS

1. Organize and conduct weekly construction meetings. Mandatory attendance and participation by the contractor's representative(s) as stipulated in the specifications.

C. SHOP DRAWINGS AND SUBMITTALS

1. Review all shop drawings and submittals for compliance with design drawings and specifications, and provide copies of review to the CITY. Submittal and review procedures will be according to the project specifications.

D. AS BUILTS

1. Incorporate any revisions to the plans from the contractors red-marked field set, and prepare and submit 4-mil photo mylar as-built drawings and AutoCAD record disks including any available as-built survey information.

**EXHIBIT B
FEE SCHEDULE**

TASK	Senior Project Manager \$156.00	Project Engineer \$105.00	Inspector \$93.00	Cadd Tech \$80.00	Word Processor \$49.00	Total Hours	Total Fee
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GENERAL PROJECT TASKS							
PROJECT TASKS							
Project Management	10	4				2	\$2,160.00
Shop Drawing Review	2	5				1	\$866.40
Construction Management	2	20	60			6	\$8,286.00
As-Built Mylars	2	8	1	16		27	\$2,487.80
SECTION TOTAL HRS	16	37	61	16	9	139	
SECTION TOTAL \$	\$2,558.40	\$3,885.00	\$5,635.80	\$1,280.00	\$441.00		\$13,800.20