

Add.# 17

AUG 23 2007



**Chandler • Arizona**  
*Where Values Make The Difference*

**MEMORANDUM**                      **Public Works Department – Council Memo No. PWA08-012**

**DATE:**            AUGUST 22, 2007

**TO:**                MAYOR & COUNCIL

**THRU:**            W. MARK PENTZ, CITY MANAGER

**FROM:**            DANIEL W. COOK, ACTING PUBLIC WORKS DIRECTOR *DWC*  
                         SHEINA HUGHES, ACTING ASSISTANT PUBLIC WORKS DIRECTOR *SH*  
                         CITY ENGINEER  
                         MICHAEL NORMAND, ACTING ASSISTANT PUBLIC WORKS DIRECTOR/*MN*  
                         TRANSPORTATION & OPERATIONS

**SUBJECT:**        PROJECT NO. AI0402-201, DESIGN CONTRACT AMENDMENT NO. 1  
                         WITH KIMLEY-HORN AND ASSOCIATES

The contract amendment must be delayed until the Federal Aviation Administration grant has been received.

RECOMMENDATION: Staff recommends that the request be continued to the September 6, 2007 City Council meeting.

PROPOSED: Move to continue Project No. AI0402-201, Design Contract Amendment No. 1 with Kimley-Horn and Associates to the September 6, 2007 City Council meeting as recommended by staff.



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CA08-008**

**1. Agenda Item Number:**  
17

**2. Council Meeting Date:**  
August 23, 2007

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** August 16, 2007

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Public Works

**5. SUBJECT:** Award Contract Amendment No. 1 in the amount of \$225,211 to the design contract with Kimley-Horn and Associates for the Airport North Apron, Project No. AI0402-201, for a revised contract total of \$374,429.

**6. RECOMMENDATION:** Staff recommends that Council award Contract Amendment No. 1 in the amount of \$225,211 to the design contract with Kimley-Horn and Associates (Kimley-Horn) for the Airport North Apron, Project No. AI0402-201, for a revised contract total of \$374,429.

**7. BACKGROUND/DISCUSSION:** The North Aircraft Apron project will develop aircraft parking on the north side of the airport to provide additional tie-down areas. Existing tie-down occupancy on the airport during the cooler months is around 98-100% and is consistently near 90% the rest of the year. This project will provide 90 additional tie-down spaces for 75 small, 12 mid-sized and 3 corporate type aircraft. These spaces will furnish additional sources of revenue generation for the airport.

The original contract with Kimley-Horn was for the design of the North Aircraft Apron project. Staff requested a construction administration services proposal from Kimley-Horn Associates, Inc. for the Airport North Apron Project because of their familiarity with the design and their experience with airport infrastructure improvements. This amendment is for construction administration during construction of the project to include, full time observation of construction, recommendations with respect to defective work, clarifications and interpretations, review change orders, shop drawings and submittals, substitutions and/or equals, inspections and tests, review payment requests, review substantial and final completion, prepare record drawings, and a final engineer's report.

**8. EVALUATION:** On June 24, 2004, Council approved the selection of Kimley-Horn as the most qualified firm for the Annual Contract for Municipal Airport Facilities & Infrastructure Projects and also approved a project agreement for the Airport North Apron project. The consultant selection process was conducted in accordance with established City policies and procedures with the following ranking. 1. Kimley-Horn and Associates, 2. Z&H Engineering, Inc., 3. Dibble and Associates.

**9. FINANCIAL IMPLICATIONS:**

Cost:			FAA Grant (95%)	ADOT Grant (2.5%)	City (2.5%)
Original Contract Amount		\$149,218.00			
Contract Amendment No.1	(150.93%)	<u>\$225,211.00</u>	\$213,950.44	\$5,630.28	\$5,630.28
Revised Total Contract Cost		\$374,429.00			

Savings: N/A

Long Term Costs: N/A

Funding Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
217.4110.0000.6910.7AI004	Grants in Aid (FAA)	N. Airport Apron Const	FY06-07	\$213,950.44
217.4110.0000.6910.7AI004	Grants in Aid (ADOT)	N. Airport Apron Const	FY06-07	\$ 5,630.28
631.4110.0000.6910.7AI004	Airport Revenue Bonds	N. Airport Apron Const	FY06-07	\$ 5,630.28

**10. PROPOSED MOTION:** Move to award Contract Amendment No. 1 in the amount of \$225,211 to the design contract with Kimley-Horn and Associates for the Airport North Apron, Project No. AI0402-201, for a revised contract total of \$374,429, and authorize the Mayor to sign the contract documents.

**ATTACHMENTS:** Location Map

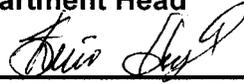
APPROVALS

11. Requesting Department



Michael Normand, Acting Assistant Public Works  
Director/Transportation & Operations

13. Department Head



Daniel W. Cook, Acting Public Works Director  
*Acting for*

12. City Engineer



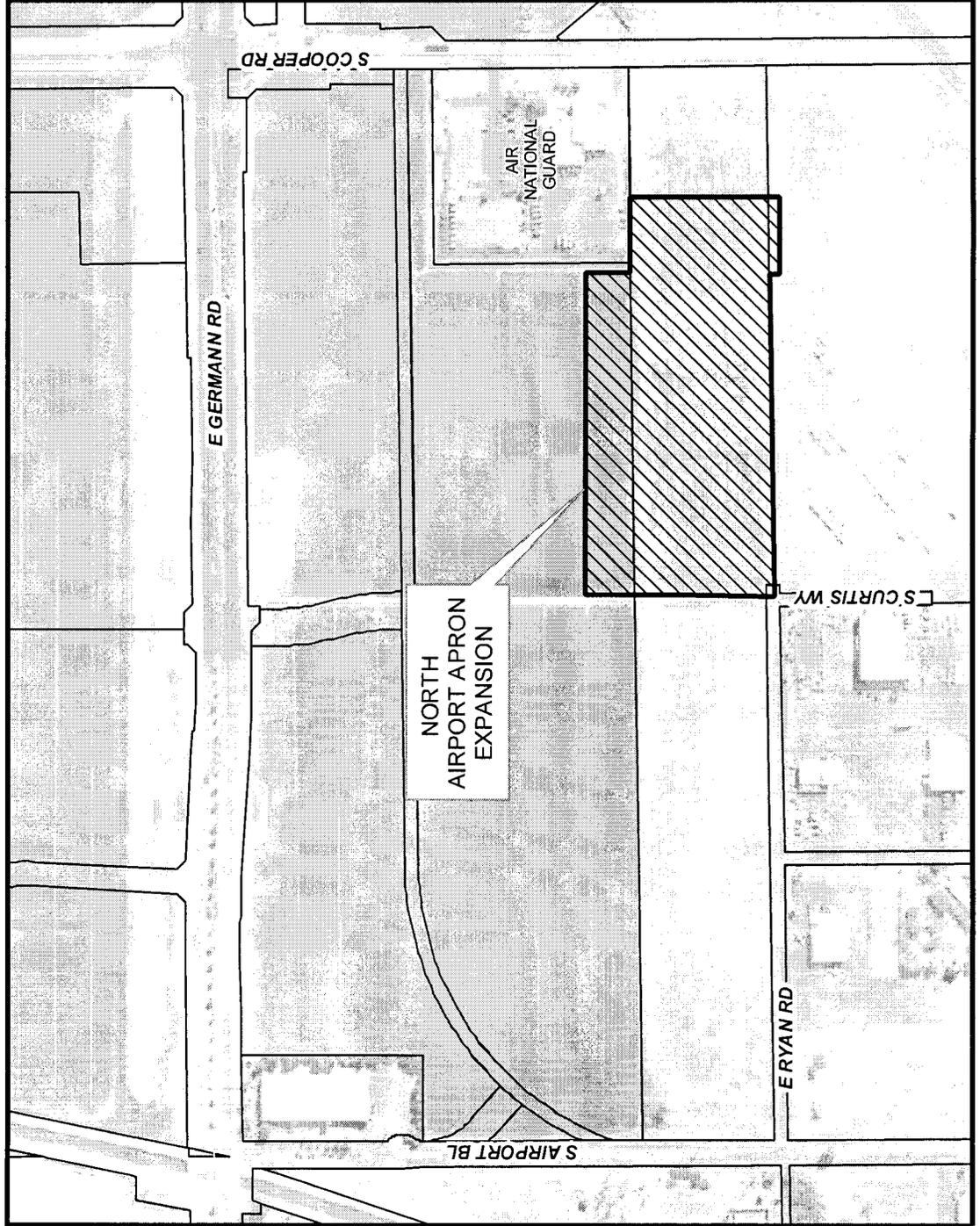
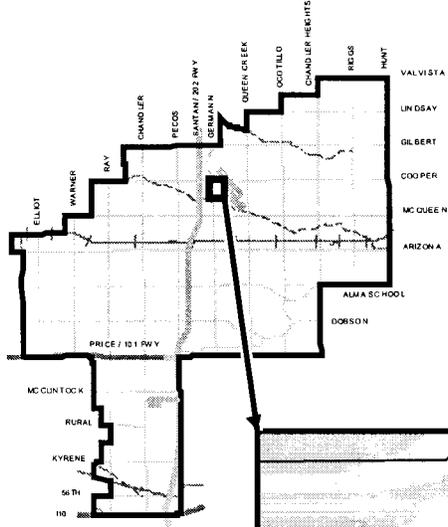
Sheina Hughes, Acting Assistant Public Works  
Director/City Engineer

14. City Manager



W. Mark Pentz

# AIRPORT NORTH APRON PROJECT NO. AI0402-201



MEMO NO. CA08-008





Chandler Arizona

AMENDMENT NUMBER 1

Project Name: Airport North Apron  
Project No.: AI0402-201

This Amendment No. 1 to that certain Agreement Between the City Of Chandler (CITY) and Kimley-Horn and Associates, A North Carolina Corporation, licensed to do business in the State of Arizona for the Airport North Apron dated 14, July, 2004 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 1 of the above referenced Agreement is hereby amended by adding additional scope of work as described in Exhibit A attached hereto and incorporated herein by reference.
2. Section 2 of the above reference Agreement is hereby amended by increasing the total Contract Price by an amount not to exceed the sum of Two Hundred Twenty-Five Thousand Two Hundred Eleven dollars and no cents (\$225,211) payable in accordance with Exhibit B attached hereto and incorporated herein by reference for a total Contract Price not to exceed the sum of Three Hundred Seventy-Four Thousand Four Hundred Twenty-Nine dollars and no cents (\$374,429).
3. Section 3 of the above reference agreement is hereby amended to add 120 days to the contract time from the date of the Construction Notice to Proceed.
4. 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

ATTEST:

\_\_\_\_\_

City Clerk

ENGINEER:

By: \_\_\_\_\_

Title:

ATTEST: (if corporation)

\_\_\_\_\_

Secretary

WITNESS: (If Individual or Partnership)

\_\_\_\_\_

SEAL

ACKNOWLEDGE BY:

User Department Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Recommended: CITY ENGINEER \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Title

Recommended: DEPARTMENT DIRECTOR \_\_\_\_\_ Date: \_\_\_\_\_

Amendment No. 1 cont.

Project No. AI0402-201

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

<b>ORIGINAL CONTRACT AMOUNT</b>	<b>\$ 149,218</b>
<b>CURRENT CONTRACT PRICE PRIOR TO THIS AMENDMENT</b> (Including previous amendments)	<b>\$ 149,218</b>
<b>NET INCREASE / DECREASE</b> (Resulting from this amendment)	<b>\$ 225,211</b>
<b>REVISED CONTRACT PRICE</b> (Including this amendment)	<b>\$ 374,429</b>
<b>AMENDMENT PERCENTAGE</b> (Of original contract price)	<b>150.93%</b>
<b>CONTRACT TIME PRIOR TO THIS AMENDMENT</b> (Including previous amendments)	<b>168</b> (Days or Date)
<b>NET INCREASE/DECREASE</b> (Resulting from this amendment)	<b>120 Days from NTP Construction</b> (Days or Date)
<b>REVISED CONTRACT TIME</b> (Including this amendment)	<b>288</b> (Days or Date)
<b>THIS AMENDMENT No. _____</b>	<b>Does not Require Council Approval:</b>
	<b>Less than \$30,000*</b> _____
	<b>More than \$30,000 but less than 10% of Contract*</b> _____
<b>THIS AMENDMENT No. <u>1</u></b>	<b>Requires Council Approval</b>
	<b>Greater than \$30,000*</b> <u>X</u>
	<b>Greater than 10% of Contract *</b> <u>X</u>
*Including City Manager approved Amendments	
<b>ORIGINAL CONTRACT COUNCIL DATE: 6/24/04 ITEM NO.: 31, if applicable</b>	
<b>COUNCIL APPROVAL: _____ ITEM NO.: _____, if applicable</b>	

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

EXHIBIT A  
SCOPE OF WORK

ENGINEER shall perform the following:

- Conduct a Pre-Construction Conference prior to commencement of Work at the Site.
- Provide on-site construction observation services during the construction phase. ENGINEER shall perform observational visits in intervals determined by the City. Observations are for spot checking, selective measurement, and similar methods of general observations of the Work.
- Evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document, and keep City informed of the general progress of the Work.
- Recommend to City that Contractor's work is disapproved and rejected while it is in progress if ENGINEER believes that work does not conform to Contract Documents.
- Respond to Contractor requests for information and issue necessary clarifications and interpretations of the Contract Document to City as appropriate to the orderly completion of Contractor's work.
- Recommend Change Orders to City, and review and make recommendations related to Change Orders submitted or proposed by the contractor.
- Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data, which Contractor is required to submit, with the information given in the Contract Documents.
- Evaluate and determine the acceptability of substitute or "or-equal" material and equipment proposed by Contractor in accordance with the Contract Document.
- Review the electrical submittals for conformance to the plans, specifications and design intent of the project.
- Require special inspections or tests of Contractor's work, and may receive and review certificates of inspections within ENGINEER's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. ENGINEER shall perform Quality Assurance testing as shown in the plans and specifications of the project.
- Render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work.
- Review and approve Contractor pay applications. Such recommendations shall be in writing and shall contain ENGINEER representation to City, based on review, that Contractor's work has progressed to the point that such work-in-progress is generally in accordance with the Contract Document such as qualifications stated in the recommendation. In the case of unit price work Construction Administration's recommendations of payment shall include determinations of quantities provided with pay requests.
- Conduct site visits to determine if the Work is substantially complete and then notify City and Contractor.
- Conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Document and the final punch list and recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the Work is generally in accordance with the Contract Documents.

- Provide assistance and consultation to the City for up to 30 calendar days following the project substantial completion. This will include site visits to observe any Contractor deficiencies in their work and assist the City in recommendations in correcting such Contractor deficiencies.
- Provide a Final Engineer's Report that includes Project Description, and copies of:
  - Pre-construction documents, such as the contract schedule, agenda, meeting notes, and the Contractor's quality control plan.
  - Construction documents, such as the weekly Federal Aviation Administration inspection reports, monthly applications for payments, submittals and the submittal control log.
  - Final documents such as the final quantity computations and quantities, and final change order.
  - Appendix materials such as the contractor's certified payrolls, field test results, written warranties, affidavits, and disadvantage business enterprise (DBE) utilization.

**EXHIBIT B  
FEE SCHEDULE**

Service				Cost	Total
<b>Direct Labor</b>	<b>Base</b>	<b>Over Head%</b>	<b>Over Head</b>		
Preconstruction Activities	\$ 4,172.00	181%	\$ 7,567.59	\$11,739.59	
Base Bid Construction	\$26,529.00	181%	\$ 48,120.95	\$74,649.95	
Post Construction 1st month	\$ 5,673.00	181%	\$ 10,290.25	\$15,963.25	\$102,352.80
		Profit %	Direct Labor	Profit	
Profit (12%)		12%	\$ 102,352.80	\$12,282.34	\$ 12,282.34
<b>Expenses</b>					
Expense Allocation		3.8%	\$ 114,635.13	\$ 4,356.14	
Transportation	\$900/mon	\$0.495/mile	4 mon, 1600 mile	\$ 4,392.00	
Postage and Printing		30 plots	\$10 each	\$ 300.00	
Computer Costs				\$ 1,570.00	
Field Supplies				\$ 250.00	\$ 10,868.14
<b>Subconsultants</b>					
QA Testing Base Bid				\$36,685.00	
QA Testing Alt. 1				\$21,455.00	
QA Testing Alt. 2				\$16,915.00	
QA Testing Alt. 3				\$15,155.00	
Electrical Engineering				\$ 9,500.00	\$ 99,710.00
<b>Total</b>					<b>\$225,211.00</b>

Direct Labor Rates	Per Hour
Project Principle	\$ 65.00
Senior Project Manager	\$ 54.50
Senior Inspector	\$ 37.50
Senior Designer	\$ 39.00
Admin/Clerical	\$ 23.50