



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA08-035**

1. Agenda Item Number:

36

2. Council Meeting Date:

October 25, 2007

TO: MAYOR & COUNCIL

3. Date Prepared: September 20, 2007

THROUGH: CITY MANAGER

4. Requesting Department: Fire Department

5. SUBJECT: Report to Council of staff approved Contract Amendment No. 1 in the amount of \$8,580 and request approval of Contract Amendment No. 2 in the amount of \$150,900 to the design contract with Perlman Architects of Arizona for the Chandler Fire Department Administration Building, Project No. FI0605-201, for a revised contract total of \$559,380.

6. RECOMMENDATION: Report to Council of staff approved Contract Amendment No. 1 in the amount of \$8,580 and staff recommends that Council approve Contract Amendment No. 2 in the amount of \$150,900 to the design contract with Perlman Architects of Arizona for the Chandler Fire Department Administration Building, Project No. FI0605-201, for a revised contract total of \$559,380.

7. BACKGROUND/DISCUSSION: The Fire Department Administration Building project is currently in its design phase. This CIP project is approved for design and construction in this fiscal year (FY 07/08). It has been recommended by City Management that the design team achieve a silver certification level within the Leadership in Energy and Environmental Design (LEED)-NC Version 2.2 Green Building Rating System. Designing to LEED standards creates an environmentally friendly building and it also reduces future operating costs for the facility. The Fire Administration Building will be the City's pilot for development of an environmentally friendly building design.

Contract Amendment No. 1 was for a one-day design charrette to identify and quantify the strategies necessary to achieve a silver certification level.

Amendment No. 2 is for additional design services required to achieve a silver certification level within the Leadership in Energy and Environmental Design (LEED)-NC Version 2.2 Green Building Rating System. The additional architectural fee is \$106,195. This amount includes \$92,825 specifically for LEED consultant services, and the remaining \$13,370 is for architectural fees associated with design changes.

In addition, this amendment allows for design work of an off-site IT/Telco duct extension to connect phone and data cabling to future new City Buildings. Currently the City does not have the capacity to add the Fire Administration Building, City Hall and Museum onto the current IT/Telco infrastructure. Design of the extension will require survey, schematic design, construction documents, utility coordination, construction administration, and verification of underground utilities, and will extend beyond the Fire Administration Building to allow for phone and data cabling to the future City Hall and Museum sites (\$44,705).

8. EVALUATION: Perlman Architects of Arizona was selected in accordance with established City policies and procedures. Council awarded the engineering services contract on January 25, 2007.

9. FINANCIAL IMPLICATIONS:

Original Design Contract	\$ 399,900	
Contract Amend. No.1	\$ 8,580	2.15% of original contract price
Contract Amend. No.2		
LEEDS Certification	\$ 106,195	26.56% of original contract price
IT/Telco Duct Ext.	\$ 44,705	11.17% of original contract price
Revised Total Contract Cost	\$ 559,380	

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>
470.2250.0000.6210.7FI274	General Obligation Bond	Fire Admin	FY06/07	\$150,900

10. PROPOSED MOTION: Report to Council of staff approved Contract Amendment No. 1 in the amount of \$8,580 and move that Council approve Contract Amendment No. 2 in the amount of \$150,900 to the design contract with Perlman Architects of Arizona for the Chandler Fire Department Administration Building, Project No. FI0605-201, for a revised contract total of \$559,380, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map

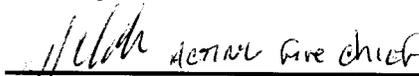
APPROVALS

11. Requesting Department



Tom Carlson, Assistant Fire Chief

13. Department Head

 ACTUAL Fire Chief

Jim Roxburgh, Fire Chief - JEFF CLARK

12. City Engineer



Sheina Hughes, Acting Assistant Public Works Director/City Engineer

14. City Manager



W. Mark Pentz



CONFIRMATION OF ADDITIONAL SERVICES
No. 1

Project No. COC Proj. #FI0605-201 / Perlman Architects of AZ Proj. # 306103

Date: July10, 2007

To: Bob Soller / Tom Carlson

Company: City of Chandler Public Works / City of Chandler Fire Department

Telephone: 480-782-3306 Fax: 480-782-3415

Project: Chandler Fire Department Administration Building, Chandler, AZ

Description of Services: Update of service, above and beyond the basic services as described in the original contract, dated 3/29/07, to provide:

- 1. LEED Project Charette (1-day Session) consisting of :
- Module 1: Team Orientation to the Chandler Fire Administration Project
- Module 2: Team Orientation to LEED-NC Version 2.2 Green Building Rating System
Also see the attached Description of Services for more detail proposed service breakdown.
2. Architect's Coordination, review and processing of proposed additional services work

Cost: 1. \$7,800.00
2. \$780.00
\$8,580.00 + Reimb. Expenses

PERLMAN ARCHITECTS of ARIZONA, INC.

Kenneth Powers President

July 10, 2007
Date

CLIENT'S REPRESENTATIVE

Tom Carlson
Approved by

7/10/07
Date

Perlman

Architects of Arizona

CONFIRMATION OF ADDITIONAL SERVICES

No. 2

Project No. COC Proj. #FI0605-201 / Perlman Architects of AZ Proj. # 306103

Date: August 1, 2007

To: Bob Soller / Tom Carlson

Company: City of Chandler Public Works / City of Chandler Fire Department

Telephone: 480-782-3306 Fax: 480-782-3415

Project: Chandler Fire Department Administration Building, Chandler, AZ

Description of Services: Update of service, above and beyond the basic services as described in the original contract, dated 3/29/07, to provide:

1. Civil Engineering design and construction administration services required for the proposed approximate 1,500 lf of off-site IT/Telco duct extension including the following major work tasks:

- Survey
- Schematic Design
- Construction Documents
- Dry Utility Coordination
- Construction Administration
- Utility Pot-holing

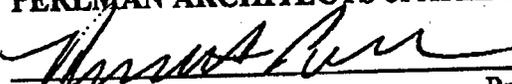
Also see the attached Description of Services for more detail proposed service breakdown.

2. Architect's Coordination, review and processing of proposed additional services work

Cost:

1.	\$43,205.00
2.	<u>\$1,500.00</u>
	\$44,705.00 + Reimb. Expenses

PERLMAN ARCHITECTS of ARIZONA, INC.


Kenneth Powers President

August 1, 2007

Date

CLIENT'S REPRESENTATIVE

Approved by

Date



CONFIRMATION OF ADDITIONAL SERVICES
No. 3

Project No. COC Proj. #FI0605-201 / Perlman Architects of AZ Proj. # 306103

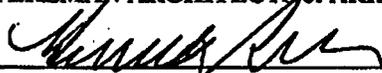
Date: August 10, 2007
To: Bob Soller / Tom Carlson
Company: City of Chandler Public Works / City of Chandler Fire Department
Telephone: 480-782-3306 Fax: 480-782-3415
Project: Chandler Fire Department Administration Building, Chandler, AZ

Description of Services: Update of service, above and beyond the basic services as described in the original contract, dated 3/29/07, to provide:

- 1. Professional Design Services as required to achieve LEED "Silver" Certification for the referenced project including the following disciplines based on results of 7/23/07 LEED Charette Design Session:
 - A. Specialty Leed Consultant
 - B. Energy Modeling
 - C. Fundamental Commissioning
 - D. Enhanced Commissioning
 - E. Architecture
 - F. Mechanical/Plumbing Engineering
 - G. Electrical Engineering
- Also see the attached Description of Services for more detail proposed service breakdown.**

Cost:	I.A. Specialty LEED Consultant	\$52,200.00
	B. Energy Modeling	\$12,500.00
	C. Fundamental Commissioning	\$22,500.00
	D. Enhanced Commissioning	\$5,625.00
	E. Architecture	\$9,750.00
	F. Mechanical/Plumbing Engineering	\$1,620.00
	G. Electrical Engineering	\$2,000.00
	Total:	\$106,195.00 + Reimbursable Exp.

PERLMAN ARCHITECTS of ARIZONA, INC.



Kenneth Powers President

August 10, 2007

Date

CLIENT'S REPRESENTATIVE

Approved by _____

Date



Chandler Arizona

AMENDMENT NUMBER 2

Project Name: **Chandler Fire Department Administration Building**
Project No.: **F10605-201**

This Amendment No. 2 to that certain Agreement Between the City Of Chandler (CITY) and Perlman Architects of Arizona, Inc., a Corporation of the State of Nevada, licensed to conduct business in Arizona for Chandler Fire Department Administration Building dated April, 2, 2007 is entered into this _____ day of _____, 2007.

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

NOW THEREFORE, the parties agree as follows:

1. Section 3, 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 5, of the above referenced Agreement, is hereby; amended by increasing the total contract price by an amount not to exceed the sum of One Hundred Fifty Thousand Nine Hundred dollars, (\$150,900) all payable in accordance with Exhibit B, for a total contract price not to exceed the sum of Five Hundred Fifty Nine Thousand Three Hundred Eighty dollars, (\$559,380).
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

ATTEST:

City Clerk

DESIGN CONSULTANT:

By: _____

Title: **PRESIDENT**

ATTEST: (If corporation)

Secretary

WITNESS: (If Individual or Partnership)

SEAL

Amendment No. 2 cont.

Project No. F10605-201

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

ORIGINAL CONTRACT AMOUNT	\$ 399,900
CURRENT CONTRACT PRICE PRIOR TO THIS AMENDMENT (Including previous amendments)	\$ 408,480
NET INCREASE / DECREASE (Resulting from this amendment)	\$ 150,900
REVISED CONTRACT PRICE (Including this amendment)	\$ 559,380
AMENDMENT PERCENTAGE (Of original contract price)	37.7%
CONTRACT TIME PRIOR TO THIS AMENDMENT (Including previous amendments)	210 (Days or Date)
NET INCREASE/DECREASE (Resulting from this amendment)	60 (Days or Date)
REVISED CONTRACT TIME (Including this amendment)	270 (Days or Date)
THIS AMENDMENT No. _____	Does not Require Council Approval: Less than \$30,000* _____
	More than \$30,000 but less than 10% of Contract* _____
THIS AMENDMENT No. <u>2</u>	Requires Council Approval Greater than \$30,000* <u>X</u>
	Greater than 10% of Contract * _____
*Including City Manager approved Amendments	
ORIGINAL CONTRACT COUNCIL DATE: 1/25/2007 ITEM NO.: 19, if applicable	
COUNCIL APPROVAL: _____ ITEM NO.: _____, if applicable	

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

EXHIBIT A
SCOPE OF WORK

LEED Project Consulting

DESIGN CONSULTANT shall perform duties from the items listed below as required to fulfill project compliance at the Silver level with the **LEED-NC Green Building Rating System**:

1. Schematic/Preliminary Design Phase:

A. DESIGN CONSULTANT shall work with Project Team throughout Schematic Design Phase to:

- Suggest sustainable design strategies as they relate to LEED.
- Recommend sustainable solutions to facilitate implementation of the LEED process.
- Evaluate climate-based design, systems and processes to maximize LEED points.
- Research and recommend specific systems and strategies.
- Insight on integrated systems approach towards LEED certification

Deliverables:

- Schematic Design Phase LEED Review Report

2. Design Development Phase:

A. DESIGN CONSULTANT shall Work with Project Team throughout Design Development Phase to:

- Suggest sustainable design strategies as they relate to LEED.
- Refine sustainable solutions.
- Research and suggest sustainable systems.
- Assist Project Team with comparison of alternates for compliance with LEED.
- Identify manufacturers and providers of products to meet the requirements of the design team.
- Access to Green Ideas' product database.
- Access to Green Ideas' LEEDing Wisdom and LEEDing Research white papers.
- Customized research as required by Design Team to help implement the LEED process.
- Identify the most cost-effective LEED strategies.
- Assist with internal communications to provide basis of future marketing positioning documentation.

Deliverables:

- Design Development Phase LEED Review Report

3. Construction Documents Phase:

A. DESIGN CONSULTANT shall Work with Project Team throughout Construction Documents Phase to:

- Confirm sustainable design criteria.
- Work with Project Team to finalize sustainable solutions.
- Review drawings and specifications for conformance to LEED 2.2 standard.
- Identify products and services to meet LEED requirements.
- Ensure continuity between sustainable design and construction plans and activities.

Deliverables:

- Confirm that Construction Documents are linked to the LEED Strategy
- Construction Documents Phase LEED Review Report
- Perform a "devil's advocate" review of project manual and drawings
- Develop and submit LEED On-line Certification "Design" Submittal to USGBC
- Assist Design Team as needed with preparation of LEED documentation
- Begin regular LEED Project Compliance and Summary Reports

4. Construction Phase:

A. DESIGN CONSULTANT shall manage the LEED Documentation Process throughout Construction to:

- Assist team members with completion of required documentation from the Design Team.
- Compile a list of required submittals; monitor, collect and file.
- Ensure on-going LEED Credit compliance from responsible parties.

B. DESIGN CONSULTANT shall perform on-going evaluation of construction activity relative to LEED compliance

- Review substitutions for green products with Architect for applicability to LEED.
- Ensure activities for targeted LEED points are implemented.

C. DESIGN CONSULTANT shall conduct a LEED Orientation Meeting

- Assist the Client in conducting construction team meeting(s) including all parties that will play a role in the success of achieving a LEED certified project.
- The meeting will introduce goals based upon the LEED Credit Strategy and Responsibility Matrix in an effort to reinforce requirements, responsibilities and associated activities.
- The number of meetings shall be determined by Green Ideas to meet project objectives.

D. DESIGN CONSULTANT shall perform construction Site Visits

- DESIGN CONSULTANT shall visit the site during construction at appropriate times and intervals.
- Construction visits will be coordinated with Design Team to accommodate review and observation of construction activity, installation and processes relative to LEED prerequisites and credits.
- The number of site visits shall be determined by DESIGN CONSULTANT to meet project objectives.

V. Construction Team Coordination

- DESIGN CONSULTANT shall participate in regular project construction meetings as warranted and ensure that all Design Team members are current with the LEED Certification progress.
- Representation at on-site project meetings shall be determined by DESIGN CONSULTANT to meet project objectives.

Deliverables:

- Regular LEED Project Compliance and Summary Reports
- Project Design Team Members will be educated and updated on final LEED Credit Strategy
- Certification documentation will be updated as warranted

5. Project Closeout /Post-Construction Phase:

A. Finalize LEED Evaluation Process

- Create final draft of the LEED Application form in preparation for certification application to USGBC.

B. Compile Material for Final LEED Certification Application

- DESIGN CONSULTANT shall compile material in electronic format as required for applicable LEED prerequisites and points.

Deliverables:

- Direct documentation development and organize required project documentation, including: Drawings, Specifications, Contracts, Letter Templates, Narratives, Reports, Spreadsheets, Energy Model Analyses and Commissioning Documentation as provided by Project Team Members
- Develop and submit final LEED Certification "Construction" Submittal to USGBC
- Negotiate with USGBC in an effort to obtain the highest certification level possible

Clarifications and Exclusions:

- DESIGN CONSULTANT proposal is for LEED-NC Consulting services for the Design Team only of the Chandler Fire Administration Building project. Contractor may require additional services not included in the proposal.

6. Additional Services:

A. Energy Modeling:

- DESIGN CONSULTANT shall perform energy modeling services as required to meet the requirements of the LEED standard (EA Prerequisite 2, Minimum Energy Performance and EA Credit 1, Optimize Energy Performance).
- DESIGN CONSULTANT shall utilize eQuest to perform energy modeling to evaluate and determine energy-efficient design strategies, technologies and systems for project.

Process and Deliverables:

- Work with architect, engineers, lighting designers, and others to evaluate and identify best options to improve energy efficiency (assuming start before 75% of CD completion)
- Attend LEED design strategy meeting to interact with owners and members of design and construction team
- Optimize elements of building design from an energy-efficiency standpoint, which may include:
 - Elements of building skin (roof, walls, glazing)
 - Glazing placement and type
 - Lighting systems, daylighting and controls
 - HVAC system design and operation
 - Renewable energy systems (as applicable)

B. Commissioning:

- Commissioning services are required to meet the requirements of the LEED standard (EA Prerequisite 1, Fundamental Commissioning and EA Credit 3, Enhanced Commissioning).
- Provide commissioning services to the project team to ensure that the building systems are designed, constructed and operated in a manner that meets the owner's design intent and provides a comfortable environment for occupants and visitors

Process and Deliverables:

- Meet with the owner and design team to understand the design intent for the project and review all documentation
- Review and comment on design documentation before the CD phase and again before completion of the final construction documents
- Commissioning plan that identifies responsibilities, schedule, testing and verification procedures for all targeted systems to ensure that they meet the design intent
- Customized checklists to cover the test and verification of each system and monitor the implementation
- Field installation inspections and start-up operational performance inspections (leverage local technical personnel as appropriate)
- Functional performance tests (proposal currently does not include post-season testing)
- Periodic commissioning inspection reports and a final commissioning report
- Owner turn-over training seminar and materials

IT and Telco Duct Installation Design

DESIGN CONSULTANT assumes the City will provide the size of the IT duct, preferred alignment for the 1500 LF run along Delaware and Boston Street, and product specifications for the cables and conduits.

I. SCOPE OF SERVICES

A. SURVEY / BASE PLAN PREPARATION

1. Topographic Survey: DESIGN CONSULTANT shall perform the fieldwork required to obtain existing features and elevations within the right-of-way of the subject area. DESIGN CONSULTANT shall combine existing utility information with survey fieldwork to generate a base drawing for the construction plans.

B. SCHEMATIC DESIGN

1. Preliminary Utility Plan: DESIGN CONSULTANT shall prepare a preliminary utility plan, including horizontal location of the IT duct for the City's review. These plans will be used to provide a basis for the construction documents and coordination with other projects within the area.
2. Meetings: DESIGN CONSULTANT shall attend as necessary (four to five) meetings during the schematic design phase. These meetings include coordination meetings and owner meetings.

C. CONSTRUCTION DOCUMENTS

1. Construction Documents: DESIGN CONSULTANT shall prepare the following final construction documents for the purpose of obtaining construction permits:
 - IT Duct Plans: These plans will include complete construction documents to construct the IT duct. DESIGN CONSULTANT shall display the IT duct in plan view and note the utility crossings. DESIGN CONSULTANT shall provide details for the duct cross-sections and utility manholes and show pavement demolition and patching on the plans. The IT duct will be run to within 5' of the buildings it services.
 - Horizontal Control Plans: DESIGN CONSULTANT shall provide horizontal control plans to dimension and locate the IT duct in reference to the project datum.
 - Product Specifications: DESIGN CONSULTANT shall provide the specifications and details for the cables and conduit to the City. DESIGN CONSULTANT shall provide the specification on the plans if possible; otherwise DESIGN CONSULTANT shall provide the specifications in report format.
2. Meetings: DESIGN CONSULTANT shall attend as necessary (four to five) meetings during the construction document phase. These meetings include coordination meetings and owner meetings.

D. DRY UTILITY COORDINATION

1. Utility Due Diligence Services: DESIGN CONSULTANT shall conduct utility research including electricity, gas, telephone, communications, and cable television. DESIGN CONSULTANT shall prepare an exhibit that displays approximate locations for these utilities and shall coordinate these findings with the schematic design and construction documents.
2. Design and Construction Coordination Services: Design and Construction coordination is not included in this scope of work. DESIGN CONSULTANT will submit a proposal for coordinating on-site utilities if requested.

E. CONSTRUCTION ADMINISTRATION

1. Site Visits: DESIGN CONSULTANT shall provide five (5) site visits during the construction phase of this project. These visits may include construction meetings, site inspections, or other services related to the construction of this project.
2. Shop Drawings: DESIGN CONSULTANT shall review shop drawings as needed.
3. RFI Coordination: DESIGN CONSULTANT shall provide direction and clarification for RFIs received from the contractor/architect.

F. UTILITY POTHOLING

1. Utility Potholing: DESIGN CONSULTANT shall provide potholing on a time and materials basis and bill as a reimbursable expense.

DESIGN CONSULTANT shall bill all reimbursables to the Client at cost plus 15%. Reimbursable expenses may include, but are not limited to, reprographics and delivery services, submittal and plan review fees, costs for maps, records and/or other documents relating to the project, mileage, long distance telephone charges, computer color plots, etc.

II. ADDITIONAL PROVISIONS

- A. Specifically excluded from this proposal are:
 1. Plan review fees, permits, assessments, and other fees;
 2. Soils report and materials testing;
 3. Environmental assessments;
 4. Utility designation;
 5. Dedication of right-of-way, easements & preparation of legal descriptions;

6. ALTA Survey (boundary & topographic survey to be provided or done as an additional service);
7. Pavement section design;
8. Drainage design;
9. Electrical or lighting design;
10. Cost estimating;
11. Construction staking;
12. As-Built survey;

**EXHIBIT B
FEE SCHEDULE**

Civil Engineering design and construction administration services required for the proposed approximate 1,500 lf of off-site IT/Telco duct extension

Description	Fee
A. Survey/Base Plan Preparation	\$ 8,850.00
B. Schematic Design	\$10,270.00
C. Construction Documents	\$15,800.00
D. Dry Utility Coordination	\$ 2,290.00
E. Construction Administration	\$ 5,995.00

Total	\$43,205.00	
(1) Architect's Coordination, review and processing of proposed additional services work	\$1,500.00	
	\$44,705.00	+ Reimb. Expenses

Professional Design Services as required to achieve LEED "Silver" Certification for the referenced project including the following disciplines based on results of 7/23/07 LEED Charette Design Session

A. Specialty LEED Consultant	\$52,200.00	
B. Energy Modeling	\$12,500.00	
C. Fundamental Commissioning	\$22,500.00	
D. Enhanced Commissioning	\$5,625.00	
E. Architecture	\$9,750.00	
F. Mechanical/Plumbing Engineering	\$1,620.00	
G. <u>Electrical Engineering</u>	<u>\$2,000.00</u>	
Total:	\$106,195.00	+ Reimbursable Exp.