



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA08-294**

1. Agenda Item Number:
39
2. Council Meeting Date:
June 26, 2008

TO: MAYOR & COUNCIL

3. Date Prepared: June 6, 2008

THROUGH: CITY MANAGER

4. Requesting Department: Public Works

5. SUBJECT: Approval of Contract Amendment No. 1 in the amount of \$21,600 to the design contract with Jacobs, Edwards and Kelcey for the 56th Street (Frye Road to Fairview Street) Improvements, Project No. ST0603-201, for a revised contract total of \$153,569.

6. RECOMMENDATION: Staff recommends that Council approve Contract Amendment No. 1 in the amount of \$21,600 to the design contract with Jacobs, Edwards and Kelcey for the 56th Street (Frye Road to Fairview Street) Improvements, Project No. ST0603-201, for a revised contract total of \$153,569.

7. BACKGROUND/DISCUSSION: On August 31, 2006, Council approved the engineering design services contract with Edwards and Kelcey (now Jacobs, Edwards and Kelcey) to perform the 56th Street (Frye Road to Fairview Street) Improvements. The original contract for engineering services included the design of a storm drainage system for run-off from the portion of 56th Street to be improved.

The Consultant completed 60% design of the project in February 2008. Subsequently, the relocation of an Arizona Department of Transportation (ADOT) Field Office to the northwest corner of 56th Street and Fairview Street became known.

This contract amendment is necessary to accommodate design services to include storm drainage for the additional run-off from the ADOT Field Office site, as well as to revise the previous design to convey 56th Street storm run-off to the existing ADOT storm drain system for the San Tan Freeway. The design change will eliminate the need for a surface retention basin that would need to be purchased and maintained by the City.

8. EVALUATION: Jacobs, Edwards, and Kelcey was selected in accordance with established City policies and procedures. Council awarded the engineering design services contract on August 31, 2006.

9. FINANCIAL IMPLICATIONS:

Total Design Contract:	\$131,969
Contract Amendment No. 1: (16.37%)	\$ 21,600
Revised Contract Amount:	\$153,569
Savings:	Approximately \$100,000 for purchase of retention basins; and approximately \$2,000/year in O&M expenses
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>
411.3310.0000.6517.6ST528	GO Bonds – Streets	56 th Street (Frye Road to Fairview Street)	FY05/06	\$21,600

10. PROPOSED MOTION: Move that Council approve Contract Amendment No. 1 in the amount of \$21,600 to the design contract with Jacobs, Edwards and Kelcey for the 56th Street (Frye Road to Fairview Street) Improvements, Project No. ST0603-201, for a revised contract total of \$153,569, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map, Project Agreement

APPROVALS

11. Requesting Department

 POP

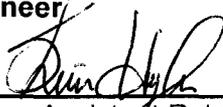
Daniel W. Cook, Deputy Public Works Director

13. Department Head



R. J. Zeder, Public Works Director

12. City Engineer



Sheina Hughes, Assistant Public Works Director/
City Engineer

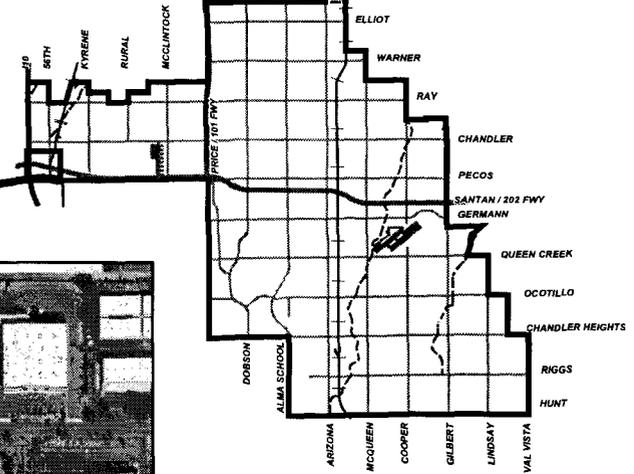
14. City Manager



W. Mark Pertz



56TH STREET IMPROVEMENTS FRYE ROAD TO FAIRVIEW STREET PROJECT NO. ST0603-201



MEMO NO. CA08-294

 PROJECT AREA





Chandler Arizona

AMENDMENT NUMBER 1

Project Name: 56th Street (Frye Road to Fairview Street)
Project No.: ST0603-201

This Amendment No. 1 to that certain Agreement Between the City Of Chandler (CITY) and Jacobs Edwards and Kelcey, Inc., a New Jersey Corporation licensed to do business in the State of Arizona, for 56th Street (Frye Road to Fairview Street) dated September 20, 2006, is entered into this _____ day of _____, 2008.

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 4, of the above referenced Agreement, is hereby; amended by increasing the total contract price by an amount not to exceed the sum of Twenty One Thousand Six Hundred dollars, (\$21,600) all payable in accordance with Exhibit B, for a total contract price not to exceed the sum of One Hundred Fifty Three Thousand Five Hundred Sixty Nine dollars, (\$153,569).
3. Section 5, of the above referenced Agreement is hereby amended by increasing the Contract Time by Five Hundred Fifty Six (556) days for a total Contract Time of One Thousand Thirty Six (1,036) days from the original Notice to Proceed date to the anticipated end of construction.
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 _____, 2008.

CITY OF CHANDLER:

By: _____

MAYOR Date

APPROVED AS TO FORM:

City Attorney by: _____

ATTEST:

City Clerk

DESIGN CONSULTANT:

By: _____

Title: *Director of Operations, AZ*

ATTEST: (If corporation)

Secretary

WITNESS: (If Individual or Partnership)

SEAL

Amendment No. 1 cont.

Project No. ST0603-201

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

ORIGINAL CONTRACT AMOUNT		\$ 131,969
CURRENT CONTRACT PRICE PRIOR TO THIS AMENDMENT (Including previous amendments)		\$ 131,969
NET INCREASE / DECREASE (Resulting from this amendment)		\$ 21,600
REVISED CONTRACT PRICE (Including this amendment)		\$ 153,569
AMENDMENT PERCENTAGE (Of original contract price)		16.37%
CONTRACT TIME PRIOR TO THIS AMENDMENT (Including previous amendments)		01/18/08
		(Days or Date)
NET INCREASE/DECREASE (Resulting from this amendment)		556
		(Days or Date)
REVISED CONTRACT TIME (Including this amendment)		07/27/09
		(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>1</u>	Requires Council Approval	
	Greater than \$30,000*	_____
	Greater than 10% of Contract *	X
*Including City Manager approved Amendments		
ORIGINAL CONTRACT COUNCIL DATE: 8/31/06 ITEM NO.: 40, if applicable		
COUNCIL APPROVAL: _____ ITEM NO: _____, if applicable		

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

EXHIBIT A SCOPE OF WORK

Project Description

The DESIGN CONSULTANT shall design a new storm drain system to convey storm water from the Arizona Department of Transportation (ADOT) facility site located near the northwest corner of 56th Street and Fairview Street, as well as from 56th Street between the ADOT box culvert and Fairview Street, to the ADOT box culvert. The DESIGN CONSULTANT shall also design a new storm drain system to convey storm water from 56th Street between Frye Road and the ADOT box culvert to the existing storm drain in 56th Street, which runs south from Chandler Boulevard.

Design Standards

- City of Chandler Standard Details and Specifications, January 2007
- MAG Standard Details, Current Edition
- MAG Standard Specifications, Current Edition
- Manual on Uniform Traffic Control Devices, Millennium Edition
- AASHTO *The Policy on Geometric Design of Highways and Streets*, 2001 edition
- City of Chandler Water System Design, Technical Design Manual #1, January 2002
- City of Chandler Wastewater and Reclaimed Water System Design, Technical Design Manual #2, January 2002
- City of Chandler Storm Drainage System Design, Technical Design Manual #3, January 2002
- City of Chandler Street Design and Access Control, Technical Design Manual #4, February 2003
- City of Chandler Traffic Signal Design, Technical Design Manual #5, January 2002
- City of Chandler Street Light Design, Technical Design Manual #6, January 2002 edition, as amended in February 2002
- City of Chandler Traffic Barricade Design, Technical Design Manual #7, January 2002
- City of Chandler Landscape and Irrigation Design of Right-of-Ways, Retention Basins and Parks, Technical Design Manual #8, January 2002

Scope of Services

Task 1: Utility Coordination

At each submittal (90% and Final), DESIGN CONSULTANT will submit a set of plans to each utility along with a conflict letter and will perform an independent conflict review of utility plans. DESIGN CONSULTANT shall provide the City's Project Manager with a receipt showing utilities have received sets of plans. Final construction documents shall not be approved until no-conflict letters have been received from each utility.

DESIGN CONSULTANT shall work with the City's Utility Coordinator to facilitate utility coordination meetings upon notice to proceed and at each submittal (90% and Final) and provide a strip map showing proposed City and private installations.

DESIGN CONSULTANT shall make every effort to have the critical areas blue staked prior to the design and include information provided on the base mapping, or at a minimum obtain design blue stake.

Task 2: Utility Potholing/Water and Sewer Line Inspection (Allowance)

The DESIGN CONSULTANT shall identify utilities to be potholed including water and sewer lines and arrange for vacuum excavation potholing on existing utilities for conflict resolution and inspection (estimated 30 locations). Vacuum excavation potholing will include mobilization, set-up, traffic control (excluding uniformed police officer, special barricading, permit fees or inspections required by any governmental agencies), pavement cut and removal (if any), pavement patch (if any), excavation, backfill and compaction, all information requested, and clean up. DESIGN CONSULTANT shall submit a permit to the City for potholing.

Task 3: Prepare Plans, Specifications and Estimates

DESIGN CONSULTANT shall prepare plans, specifications and estimates for the project in accordance with City of Chandler standards. The plans shall include, but not be limited to:

Drainage Plans – See Task 5 for additional information

DESIGN CONSULTANT shall submit plans at the 90% and 100% stages. The plan submittals will follow the checklists provided by the City.

At the 90% and 100% stages of design, DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format, and AutoCAD .DWF (Design Web Format) exports of each plan sheet or scanned .TIF images of each plan sheet.

At the completion of the design, DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format and scanned .TIF images of each plan sheet (signature set.)

Specifications will be in accordance with the MAG Standard Specifications, ADOT and City of Chandler Standard Specifications. DESIGN CONSULTANT shall supply special provisions for all items not adequately covered by the standard specifications.

DESIGN CONSULTANT shall prepare cost estimates for all pay items per the standard specifications and special provisions.

Following each review, DESIGN CONSULTANT will review the City's comments and complete the comment resolution forms provided by the City. DESIGN CONSULTANT will provide a matrix that summarizes the comments and indicates whether the comment was incorporated or provides justification for not implementing the change noted in the plan review comments. All comments will be incorporated unless otherwise authorized by the City.

Task 4: ADOT Coordination

With this project passing under the Loop 202/I-10 underpasses, a majority of the project is located within ADOT right-of-way. ADOT is currently developing the northwest parcel of Fairview Street and 56th Street. ADOT will discharge site runoff into the 56th Street storm drain system. Coordination is required between the ADOT Site Development and 56th Street Improvement projects to determine the amount and location point of connection to the new storm drain system.

Task 5: Drainage Analysis/Design

DESIGN CONSULTANT will prepare a drainage analysis in accordance with the City of Chandler Storm Drainage System Design standards, Technical Design Manual #3, January 2002. This analysis will define the new runoff expected as a result of the 56th Street Frye Road to Fairview Street construction and recommend the drainage improvements required.

It is anticipated that the drainage will include catch basins, concrete channel, storm drain and storm drain manholes, which will tie into the existing ADOT channel running along the Loop 202 Freeway crossing 56th Street. However, it is DESIGN CONSULTANT's responsibility to determine the final storm drainage system. Concepts and designs will be submitted for review and approval by the City Chandler and ADOT.

DESIGN CONSULTANT shall prepare a final drainage report for City review with the 90% plans. DESIGN CONSULTANT shall incorporate the offsite hydrology prepared for the ADOT Site Development project into the drainage report, but no detailed offsite hydrology is included in this scope of work. DESIGN CONSULTANT shall also determine the run-off capacity of the existing 56th Street storm drain.

Drainage plans will include storm drain trunk line plan, profile, connector pipe profiles and detail sheets for concrete lined channel.

City Deliverables

- 90% submittal – Drainage Report, revised drainage concept design plans and details, 10 sets full size plans, 5 sets half size plans, cost estimate, special provisions, plan checklists.
- 100% submittal - 90% plan comments and annotated comment sheets, 10 sets full size plans, 5 sets half size plans, cost estimate, special provisions, plan checklists.
- Final submittal - 100% plan comments and annotated comment sheets, 10 sets full size plans cost estimate, special provisions, plan checklists.

Once the plans have been approved and signed, DESIGN CONSULTANT will submit 4 mil mylars for all plans, 4 sets full size plans, 3 sets half size plans, sealed and signed special provisions, sealed and signed cost estimate and electronic copies of all plans, specifications and estimate.

ADOT Deliverables

DESIGN CONSULTANT shall distribute the project bid documents and technical reports to ADOT for review. As such, deliverables to ADOT include:

- 90% submittal - Drainage Report, revised drainage concept design plans and details, 2 sets half size plans, 2 special provisions).
- 100% submittal - 90% plan comments and annotated comment sheets, 2 sets half size plans, cost estimate, special provisions, plan checklists.
- Final submittal - 100% plan comments and annotated comment sheets, 2 sets half size plans, 2 special provisions.

**EXHIBIT B
FEE SCHEDULE**

DIRECT SALARY COST (DSC):

Classification	Hours	Rate	Cost
1. Project Manager/Sr. Supervising DESIGN CONSULTANT	20	56.00	\$1,120.00
2. Project DESIGN CONSULTANT/Senior DESIGN CONSULTANT	88	48.00	\$4,224.00
3. Staff DESIGN CONSULTANT	0	35.00	\$0.00
4. Technical Support	96	29.00	\$2,784.00
5. Clerical	4	22.00	\$88.00
SUBTOTAL - DSC			\$8,216.00
OVERHEAD (OH) COST (Including Salary Additives)			
OH Rate X DSC or 131.50% X \$8,216.00			\$10,804.04
FIXED FEE (FF):			
FF Rate = 12% X (\$8,216.00 + \$10,804.04)			\$2,282.40
REIMBURSABLES:			
Direct Expenses			\$297.56
TOTAL			\$21,600.00