



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA09-106**

1. Agenda Item Number:
50
2. Council Meeting Date:
October 30, 2008

TO: MAYOR & COUNCIL

3. Date Prepared: October 6, 2008

THROUGH: CITY MANAGER

4. Requesting Department: Community Services

5. SUBJECT: Approval of Contract Amendment No.1 in the amount of \$104,750 to the Pre-construction Services Contract with Chasse Building Team for the Boys and Girls Club, Project No. PR0801-251, for a revised contract amount not to exceed \$210,755.

6. RECOMMENDATION: Staff recommends that Council approve Contract Amendment No.1 in the amount of \$104,750 to the Pre-construction Services Contract with Chasse Building Team for the Boys and Girls Club, Project No. PR0801-251, for a revised contract amount not to exceed \$210,755.

7. BACKGROUND/DISCUSSION: The Boys and Girls Club project is currently in its design phase. This CIP project was approved for design in the fiscal year (FY 07/08). It has been recommended by City Management that the design team achieve a 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 Compadre Branch will be the first Boys and Girls Club certified building in the state of Arizona.

Amendment No. 1 is for services required to achieve a certification level within the Leadership in Energy and Environmental Design (LEED)-NC Version 2.2 Green Building Rating System. The additional fee is \$104,750.

8. EVALUATION: The consultant selection process was conducted in accordance with established City policies and procedures.

9. FINANCIAL IMPLICATIONS:

Original Design Contract	\$ 106,005	
Contract Amend. No.1	\$ 104,750	98% of original contract price
Revised Total Contract Cost	\$ 210,755	

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
420.4580.0000.6611.8PR627	General Obligation Bonds	Boys and Girls Club Renovation	07/08	\$104,750

10. PROPOSED MOTION: Move that Council approve Contract Amendment No.1 in the amount of \$104,750 to the Pre-construction Services Contract with Chasse Building Team for the Boys and Girls Club, Project No. PR0801-251, for a revised contract amount not to exceed \$210,755, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map, Contract

APPROVALS

11. Requesting Department


Mickey Ohland, Park Development and Operations Manager

14. Requesting Department


Mark M. Eynatten, Community Services Director

13. City Engineer


Sheina Hughes, Asst. Public Works Director/City Engineer

16. City Manager


W. Mark Pentz



Chandler Arizona

AMENDMENT NUMBER No. 1

Project Name: Boys and Girls Club
Project No.: PR0801-251

This Amendment No. 1 to that certain Agreement Between the City Of Chandler (CITY) and Chasse Building Team, an Arizona corporation, for Boys and Girls Club dated July 24, 2008 is entered into this day of , 200 .

WHEREAS the parties have determined that it is necessary and desirable for CM@RISK 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 6, 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 four thousand seven hundred fifty dollars, (\$104,750) all payable in accordance with Exhibit B, for a total contract price not to exceed the sum of two hundred ten thousand seven hundred fifty-five dollars, (\$210,755).
3. The contract is amended by adding an additional Section 17 to the Agreement to read as follows:

Section 17. Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") 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 "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty 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 Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor 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 Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.

The provisions of this Article must be included in any contract the Contractor 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 contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

In accordance with A.R.S. §35-397, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-397, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Sudan."

4. Contractor has signed the Contractor Immigration Warranty that is attached as Exhibit C to this Amendment and incorporated by reference.
5. 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 _____, 200

CITY OF CHANDLER:

By: _____

MAYOR

Date

APPROVED AS TO FORM:

ATTEST:

City Attorney by: _____

City Clerk

CM@RISK

By: _____

Title: *PRESIDENT*

ATTEST: (If corporation)

Secretary

WITNESS: (If Individual or Partnership)

SEAL

Amendment No. 1 cont.

Project No. PR0801-251

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

ORIGINAL CONTRACT AMOUNT		<u>\$ 106,005</u>
CURRENT CONTRACT PRICE PRIOR TO THIS AMENDMENT (Including previous amendments)		<u>\$ 106,005</u>
NET INCREASE / DECREASE (Resulting from this amendment)		<u>\$ 104,750</u>
REVISED CONTRACT PRICE (Including this amendment)		<u>\$ 210,755</u>
AMENDMENT PERCENTAGE (Of original contract price)		<u>98.8%</u>
CONTRACT TIME PRIOR TO THIS AMENDMENT (Including previous amendments)		<u>210</u>
		(Days or Date)
NET INCREASE/DECREASE (Resulting from this amendment)		<u>0</u>
		(Days or Date)
REVISED CONTRACT TIME (Including this amendment)		<u>210</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>1</u>	Requires Council Approval Greater than \$30,000*	<u>X</u>
	Greater than 10% of Contract *	<u>X</u>
*Including City Manager approved Amendments		
ORIGINAL CONTRACT COUNCIL DATE: 6/26/2008 ITEM NO.: 48, if applicable		
COUNCIL APPROVAL: _____ ITEM NO.: _____, if applicable		

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

EXHIBIT A SCOPE OF WORK

A: LEED Charrette:

Construction Manager at Risk "CM@Risk" shall conduct a one-day charrette to focus the project team on the strategies that are necessary to achieve certification within the Leadership in Energy and Environmental Design (LEED) -NC Version 2.2 Green Building Rating System.

The Goals of this one-day charrette is to explore critical path issues, identify areas that will require future research, discuss potential alliances, and review and analyze how LEED relates to the project. This shall include:

- Team integration and collaboration ideas.
- Recognition of professional disciplines, strengths and weaknesses.
- Issue identification, philosophies and methodology towards LEED certification.
- Determining roles and responsibilities for achieving LEED certification.
- Identify concerns and probable obstacles.
- Analyzing costs associated with obtaining points towards LEED certification.
- Finalizing strategies and methodologies towards LEED certification.
- Confirming overall LEED Credit strategy

B: LEED Project Consulting

CM@Risk shall perform duties from the items listed below as required to fulfill project compliance at the Certified level with the LEED-NC Green Building Rating System:

1. Ideas Phase - CM@Risk shall Work with Project Team throughout Ideas Phase:

- Orientation Meeting – Introduce LEED Program, conduct Orientation Meeting
- Incentives Meeting – Research and Present incentives available for adding sustainable features.
- Credit Strategy Meeting – Preliminary Project Research, Conduct LEED Credit Strategy, Deliverables and documentation

2. Design Development Phase - CM@Risk shall Work with Project Team throughout Design Development Phase:

- LEED Online – Conduct LEED-Online Admin: Register, orient Team, assign and submit credits and responses
- Design Development Meeting – Design Development Progress Meeting and Review. LEED online overview and template Q&A. Attend 3-4 design meetings
- Specifications – Specification guidance meeting
- CD Review – Specification and CD review.
- CD Progress Meeting and Report – Construction Documents Progress Meeting and Report, prepare 2-3+ updated reports.
- Open Consulting – Open Consulting hours
- Review Submittal Package – Review, comment, and advise team regarding compliance of Design Submittals.
- Manage Response to USGBC – Manage USGBC design review responses.

3. Construction Phase - CM@Risk shall manage the LEED Documentation Process throughout Construction:

- LEED Online – LEED Online administrative services.
- GC Training – General Contractor training and work session
- Subcontractor training – Subcontractor orientation session
- Open Consulting – Open Consulting hours
- Review Submittal Package – Review, comment, and advise team regarding compliance of Construction Submittals.
- Manage Response to USGBC – Manage USGBC design review responses.

4. Administration - CM@Risk shall manage Administration of LEED Documentation Process:

- Project Initiation – Prepare Project Initiation Checklist
- Project Closeout – Prepare Project Closeout Checklist
- Financial Maintenance – Billing and Account Maintenance

C. Energy Modeling:

5. LEED Energy Analysis:

- CM@Risk 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).
- Prepare spreadsheet summary of energy analysis results.
- Prepare PowerPoint presentation detailing the results of the analysis.
- Design Charrette

6. Utility Incentives:

- CM@Risk shall prepare support documentation and application assistance for APS utility incentives.

D. Commissioning:

7. Fundamental Commissioning:

- Lead, Review, and oversee the completion of the commissioning process activities as required by the USGBC.
- Review the Owner developed Project Requirements (OPR) and design team developed Basis of Design (BOD) for clarity and completeness.
- Develop and incorporate commissioning requirements into the construction documents.
- Develop and implement a commissioning plan.
- Verify the installation and performance of the systems to be commissioned.
- Complete a summary commissioning report.

8. Enhanced Commissioning:

- Conduct at minimum, one commissioning design review of the OPR, BOD, and design documents prior to mid construction-documents and back check the review comments in the subsequent design submissions
- Review contractor submittals applicable to systems being commissioned for compliance with the OPR and BOD. This review shall be concurrent with the architectural and engineering reviews and submitted to the design team and owner.
- Develop a systems manual that provides future operating staff the information needed to understand and optimally operate the commissioned systems.
- Verify that the requirements for training operating personnel and building occupants are completed.
- Review building operation within 10 months after substantial completion with Operations and Maintenance staff and occupants. Include a plan for resolution of outstanding commissioning related issued.

EXHIBIT A
FEE SCHEDULE

A: LEED Charrette	\$ 8,000
B: LEED Project Consulting	\$ 54,750
1. Ideas Phase - \$7,950	
2. Design Development Phase - \$19,550	
3. Construction Phase - \$22,750	
4. Administration - \$4,500	
C. Energy Modeling	\$ 14,500
5. LEED Energy Analysis - \$12,000	
6. Utility Incentives - \$2,500	
D. Commissioning	\$ 27,500
7. Fundamental Commissioning - \$24,000	
8. Enhanced Commissioning - \$3,000	
TOTAL	\$104,750

Hourly Rates	
<u>Classification</u>	<u>Hourly Rate</u>
LEED Project Consulting	
Principal	\$209
Project Manager	\$144
Engineer	\$129
Admin Support	\$78
 Commissioning	
Principal	\$170
Project Manager/Engineer	\$130
Technical Specialist	\$120
Commissioning Specialist	\$110

EXHIBIT C
Contractor Immigration Warranty
To Be Completed by Contractor Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors 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 and attached Employee Verification Worksheet the contractor shall attest that it and all subcontractors performing work under the cited State contract meet all conditions contained herein.

Project Number/Division: Boys and Girls Club
Name (as listed in the contract): PR0801-251
Street Name and Number:
City: Chandler State: AZ Zip Code:

I hereby attest that:

1. The contractor 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 subcontractors 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 contractor has identified all contractor and subcontractor employees who perform work under the contract on the attached Employee Verification Worksheet 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 Contractor (Employer) or Authorized Designee:



Printed Name: Barry Chasse

Title: Owner

Date (month/day/year): 10/15/08