



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA09-145**

1. Agenda Item Number:
29
2. Council Meeting Date:
January 8, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: December 22, 2008

THROUGH: CITY MANAGER

4. Requesting Department: Fire Department

5. SUBJECT: Approval of Contract Amendment No. 3 in an amount not to exceed \$41,050 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 not to exceed \$600,430.

6. RECOMMENDATION: Staff recommends that Council approve Contract Amendment No. 3 in an amount not to exceed \$41,050 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 not to exceed \$600,430.

7. BACKGROUND/DISCUSSION: The Fire Department Administration Building was awarded for construction on August 14, 2008. The new Fire Administration Building will be located just to the west of the current Fire Administration Building on Boston Street. The building will be three stories and a total of 18,420 square feet. The first two floors will be for Fire Department administrative and support staff. The third floor will be the City's Emergency Operations Center (EOC). The EOC will serve as the City's "command center" for any major disaster occurring in the City. When the new building is complete, the Police Department will be utilizing the current Fire Administration Building. The architectural theme of the building is that of an historic fire station. This conforms to the "Historic Downtown Chandler" theme and also brings some distinctive recognition to the building. This building will be one of the City's first buildings designed to the standards required for certification within the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED version 2.2) program. It is being built to achieve a "Silver" level certification.

The Contract Amendment is for additional design meetings and utility design and coordination associated with the extended construction schedule.

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	
Current Design Contract:	\$ 559,380	
Contract Amendment No. 3:	\$ 41,050	10.3% of original contract price
Revised Total Contract:	\$ 600,430	

Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
470.2250.0000.6210.9FI274	Fire Bond Fund	Fire Admin	FY08/09	\$41,050

10. PROPOSED MOTION: Move that Council approve Contract Amendment No. 3 in an amount not to exceed \$41,050 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 not to exceed \$600,430, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map, Contract Amendment

APPROVALS

11. Requesting Department

Tom Carlson

Tom Carlson, Assistant Fire Chief

13. Department Head

Jeff Clark

Jeff Clark, Fire Chief

12. City Engineer

Sheina P. Hughes, acting

Sheina Hughes, Assistant Public Works
Director/City Engineer

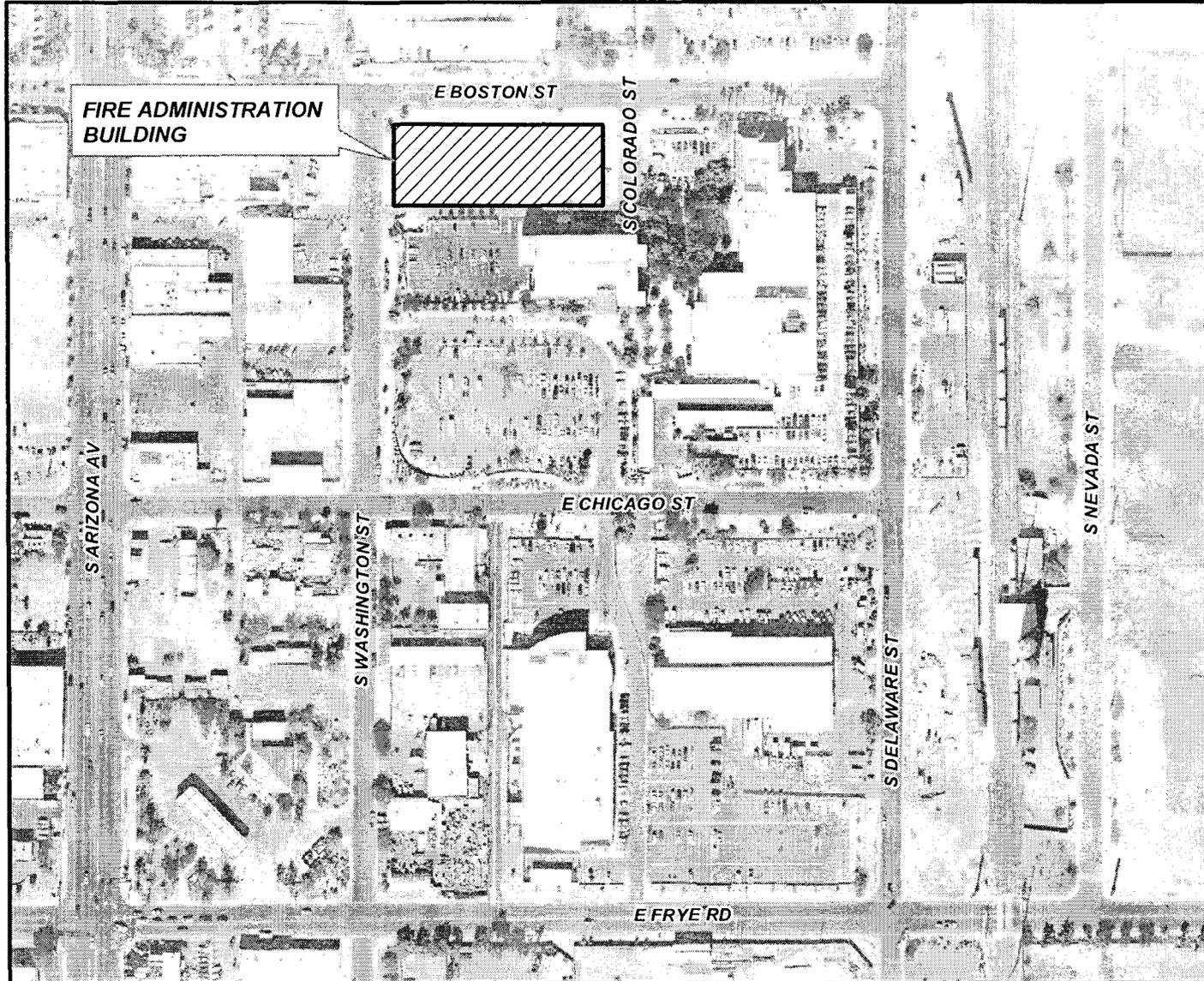
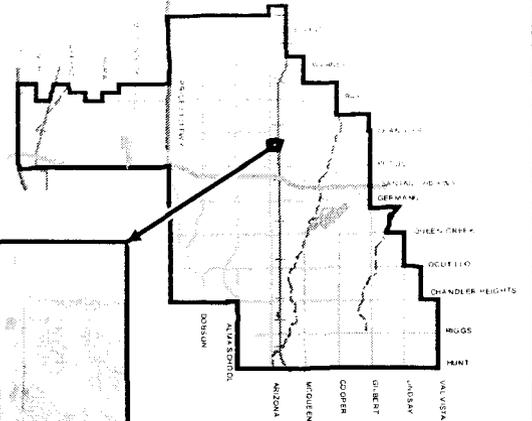
14. City Manager

W. Mark Pentz

W. Mark Pentz



FIRE ADMINISTRATION BUILDING PROJECT NO. FI0605-201



MEMO NO. CA09-145

 PROJECT AREA





Chandler Arizona

AMENDMENT NUMBER 3

Project Name: **Chandler Fire Administration Building**
Project No.: **FI0605-201**

This Amendment No. 3 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 Administration Building dated April 2, 2007 is entered into this _____ day of _____, 2009.

WHEREAS the parties have determined that it is necessary and desirable for 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 forty one thousand fifty dollars, (\$41,050) all payable in accordance with Exhibit B, for a total contract price not to exceed the sum of six hundred thousand four hundred thirty dollars, (\$600,430).
3. The contract is amended by adding "Contractor Immigration Warranty" to the Agreement to read as follows:

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. §35-393.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Sudan."

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

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 _____, 2009.

CITY OF CHANDLER:

By: _____

MAYOR Date

APPROVED AS TO FORM:

City Attorney by: 

ATTEST:

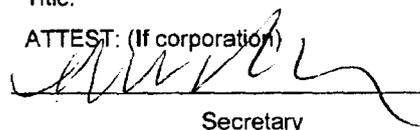
City Clerk

CONSULTANT:

By: 

Title:

ATTEST: (If corporation)


Secretary

WITNESS: (If Individual or Partnership)

SEAL

Amendment No. 3 cont.

Project No. Fi0605-201

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)	\$ 559,380
NET INCREASE / DECREASE (Resulting from this amendment)	\$ 41,050
REVISED CONTRACT PRICE (Including this amendment)	\$ 600,430
AMENDMENT PERCENTAGE (Of original contract price)	<u>10.3</u> %
CONTRACT TIME PRIOR TO THIS AMENDMENT (Including previous amendments)	270 (Days or Date)
NET INCREASE/DECREASE (Resulting from this amendment)	630 (Days or Date)
REVISED CONTRACT TIME (Including this amendment)	900 (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>3</u>	Requires Council Approval Greater than \$30,000* _____
	Greater than 10% of Contract * X
*Including City Manager approved Amendments	
ORIGINAL CONTRACT COUNCIL DATE: <u>1/25/2007</u> ITEM NO.: <u>19</u>	
COUNCIL APPROVAL: _____ ITEM NO: _____, if applicable	

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

EXHIBIT A

Description of Services: Update of service, above and beyond the basic services as described in the original contract, dated April 2, 2007 to provide:

1. Additional Utility & Street Light Relocation Design/Coordination/Meetings
 - A. Civil Engineering Utility Coordination/Design/Meetings (CMX)
 - B. Civil Engineering Street Light Relocation Design/Plans (CMX)
 - C. Architectural: Coordination, Review & Additional Meetings
 - (5- additional meetings with attendance by 2-people)

2. Additional Architectural Construction Administration Meetings/Site Visits
 - Existing Contract includes weekly CA meetings for 8-month duration total of (32) meetings. Proposed additional service includes weekly meetings for (6) additional months based on Contractors proposed 14-month construction duration- a total of (24) additional meetings
 - 24 meetings, 4 hours each.

EXHIBIT B

Cost:

1. Additional Civil Utility & Street Light Relocation Design/Coordination/Meetings

A. CMX T & M Not to Exceed	\$12,500.00
B. CMX	\$1,730.00
C. Perlman Architects	\$4,260.00

Total \$18,490.00

2. Additional Architectural Construction Administration Meetings/Site Visits

• (24) meetings x 4hr/ea x \$125/hr (Principal/Director):	\$12,000.00
• (24) meetings x 4hr/ea x \$110/hr (Sr. PM):	\$10,560.00

Total \$22,560.00

Total: \$41,050.00 + Reimbursable Exp.

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 the contractor shall attest that it and all subcontractors performing work under the cited State contract meet all conditions contained herein.

Project Number/Division: FI0605-201		
Name (as listed in the contract): Perlman Architects of Arizona		
Street Name and Number:		
City:	State:	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 with the 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: _____

Title: _____

Date (month/day/year): _____