



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CA09-184**

**1. Agenda Item Number:** 25  
**2. Council Meeting Date:** February 26, 2009

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** February 10, 2009

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Public Works

**5. SUBJECT:** Award Contract Amendment No. 1 in the amount of \$9,840 to Engineering and Environmental Consultants, Inc. for the Downtown Storm Drain Improvements, Project No. ST0818-101, for a revised contract total of \$33,370.

**6. RECOMMENDATION:** Staff recommends that Council award Contract Amendment No. 1 in the amount of \$9,840 to Engineering and Environmental Consultants, Inc. for the Downtown Storm Drain Improvements, Project No. ST0818-101, for a revised contract total of \$33,370.

**7. BACKGROUND/DISCUSSION:** The City has an existing Intergovernmental Agreement (IGA) with the Flood Control District of Maricopa County (FCDMC) to cost share drainage improvement projects. Pre-design analysis is needed for documenting the 10-year flood protection for projects through a Candidate Assessment Report (CAR) per the FCDMC prior to release of funds. Through the base contract additional projects in the downtown area were identified. This amendment studies the additional projects including improvements to the Detroit Basin and Armstrong Park and the effect these improvements would have on the Denver Basin. The CAR will be updated for submittal to the FCDMC

**8. EVALUATION:** The City selection process was developed in accordance with the state law for selecting design services. The engineering services contract was awarded on September 16, 2008. The proposed design fees were evaluated by City staff and compared to historical design costs for similar projects.

**9. FINANCIAL IMPLICATIONS:**

Original Design Contract	\$ 23,530	
Contract Amend. No.1	\$ 9,840	42% of original contract price
Revised Total Contract Cost	\$ 33,370	

**Fund Source:**

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
412.3310.0000.6511.9ST291	Storm Sewer Bond Fund	Miscellaneous Storm Drain Improvements	FY08/09	\$ 9,840

**10. PROPOSED MOTION:** Move that Council award Contract Amendment No. 1 in the amount of \$9,840 to Engineering and Environmental Consultants, Inc. for the Downtown Storm Drain Improvements, Project No. ST0818-101, for a revised contract total of \$33,370, and authorize the Mayor to sign the contract documents.

**ATTACHMENTS:** Contract Amendment

**APPROVALS**

**11. Requesting Department**

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 Pentz



Chandler Arizona

AMENDMENT NUMBER 1

Project Name: Downtown Storm Drain Improvements  
Project No.: ST0818-101

This Amendment No. 1 to that certain Agreement Between the City Of Chandler (CITY) and Engineering and Environmental Consultants, Inc., an Arizona corporation, for Downtown Storm Drain Improvements dated September 16, 2008 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 2, 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 Nine Thousand Eight Hundred Forty dollars, (\$9,840) for a total Contract Price not to exceed the sum of Thirty Three Thousand Three Hundred Seventy dollars (\$33,370) of all payable in accordance with Exhibit B, attached hereto and incorporated herein by reference.
3. Section 5 of the above referenced Agreement is hereby amended by increasing the Contract Time by One Hundred Eighty (180) days for a total Contract Time of Two Hundred Thirty (230) days from the original Notice to Proceed.
4. The contract is amended by adding an additional language 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.

All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect.

All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect.

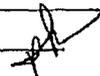
- 5. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF CHANDLER:

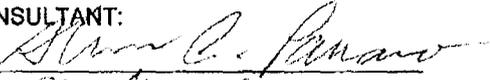
By: \_\_\_\_\_  
MAYOR Date

APPROVED AS TO FORM:

City Attorney by:   
ATTEST:

\_\_\_\_\_  
City Clerk

CONSULTANT:

By:   
Title: *SR. VICE PRESIDENT*

ATTEST: (If corporation)

\_\_\_\_\_  
Secretary

WITNESS: (If Individual or Partnership)

\_\_\_\_\_  
SEAL

Amendment No. 1 cont.

Project No. ST0818-101

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

<b>ORIGINAL CONTRACT AMOUNT</b>		<u>\$ 23,530</u>
<b>CURRENT CONTRACT PRICE PRIOR TO THIS AMENDMENT</b> (Including previous amendments)		<u>\$ 23,530</u>
<b>NET INCREASE / DECREASE</b> (Resulting from this amendment)		<u>\$ 9,840</u>
<b>REVISED CONTRACT PRICE</b> (Including this amendment)		<u>\$ 33,370</u>
<b>AMENDMENT PERCENTAGE</b> (Of original contract price)		<u>42%</u>
<b>CONTRACT TIME PRIOR TO THIS AMENDMENT</b> (Including previous amendments)		<u>50</u> (Days or Date)
<b>NET INCREASE/DECREASE</b> (Resulting from this amendment)		<u>180</u> (Days or Date)
<b>REVISED CONTRACT TIME</b> (Including this amendment)		<u>230</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		
<b>ORIGINAL CONTRACT COUNCIL DATE:</b> <b>ITEM NO.:</b> , if applicable		
<b>COUNCIL APPROVAL:</b> <u>      </u> <b>ITEM NO.:</b> <u>      </u> , if applicable		

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

EXHIBIT A  
SCOPE OF WORK

**Design Standards**

- City of Chandler Standard Details and Specifications, Current Edition
- City of Chandler Technical Design Manual #3
- MAG Standard Details, Current Edition
- MAG Standard Specifications, Current Edition

**Task 1: Expansion of Detroit Basin to increase Storage Volume**

CONSULTANT shall determine the 10-year storage volume requirements for the Detroit Basin using the Flood Control District of Maricopa County's new Chandler-Dobson Flood Insurance Study.

CONSULTANT shall estimate the required depth necessary to retain the 10-year volume based upon available layout and the City's design requirements. As part of the hydrologic investigation, the CONSULTANT shall model a new 10-year storm drain in Hamilton Street to convey storm water from Flint Street to the existing storm drain in Chandler Boulevard.

**Task 2: Storm Water Detention in Armstrong Park**

CONSULTANT shall develop hydrologic models to identify the contributing drainage area to and simulate the potential storm water detention within Armstrong Park for depth of 0.5 feet, 1.0 feet, and 1.5 feet.

These conceptual volumes shall be provided by the CITY. CONSULTANT shall develop stage-storage-discharge relationships for storing and bleeding off storm water from the proposed basin.

**Task 3: Determine Future Conditions effect of Improvements on the Denver Basin**

CONSULTANT shall model the future conditions for improvements to the Detroit Basin, Hamilton Street storm drain and the proposed retention within the Armstrong Park to determine the effect these improvements will have on the Denver Basin.

**Task 4: Update CAR**

CONSULTANT shall update the CAR to reflect the additional investigation and modeling for the improvements listed above.

CONSULTANT shall deliver two (2) draft copies to the CITY and four (4) final hard copies and a .dfg disk to the CITY

EXHIBIT B  
FEE SCHEDULE

<b>Task 1: Expansion of Detroit Basin to increase Storage Volume</b>	
1.1 Determine volume requirements	\$ 1,035
1.2 Estimate basin configuration to meet volume requirements	\$ 1,035
1.3 Hamilton Storm Drain, from Flint St to Chandler Boulevard	\$ 2,925
<b>Task 2: Storm Water Detention in Armstrong Park</b>	
2.1 Develop concept for three different volume configurations	\$ 2,380
<b>Task 3: Determine Future Conditions effect of Improvements on the Denver Basin</b>	
3.1 Develop future conditions hydrologic models	\$ 1,035
<b>Task 4: Update CAR</b>	
4.1 Update Candidate Assessment Report	\$ 1,430
	<b>TOTAL</b>
	<b>\$ 9,840</b>

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.

<b>Project Number/Division: ST0818-101, Downtown Storm Drain Improvements</b>		
<b>Name (as listed in the contract): Engineering and Environmental Consultants, Inc.</b>		
<b>Street Name and Number: 7878 N. 16th Street, Ste. 140</b>		
<b>City: Phoenix</b>	<b>State: AZ</b>	<b>Zip Code: 85020</b>

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 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:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date (month/day/year):** \_\_\_\_\_