



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA09-191**

1. Agenda Item Number:
20
2. Council Meeting Date:
March 12, 2009

TO: MAYOR & COUNCIL
THROUGH: CITY MANAGER

3. Date Prepared: February 19, 2009
4. Requesting Department: Municipal Utilities

5. SUBJECT: Approve Contract Amendment No. 2 to Engineering and Environmental Consultants, Inc. for Airport Water Production Facility (WPF) Modifications Design, Project No. WA0804-201, in an amount not to exceed \$22,756.

6. RECOMMENDATION: Staff recommends Council approve Contract Amendment No. 2 to Engineering and Environmental Consultants, Inc. for Airport Water Production Facility (WPF) Modifications Design, Project No. WA0804-201, in an amount not to exceed \$22,756.

7. BACKGROUND/DISCUSSION: In accordance with a recommendation made in the Water Master Plan, Municipal Utilities needs to expand the water distribution pressure zones to further stabilize water pressures throughout the City. Implementation of the expanded water distribution pressure zones requires upgrading the Airport WPF and the installation of pressure reducing valves at key locations along the zone boundaries.

This contract amendment will allow for the supplementary engineering design costs associated with the additional scope of work to complete the loop for Zone 1 distribution system at Airport Blvd. and Ryan Road, verify water service connection locations along Airport Blvd., and provide designs for a 16-inch waterline connection that will tie the Airport WPF to the Zone 2 distribution system.

8. EVALUATION PROCESS: On September 28, 2008, Council approved a one-year extension of Annual Contract No. EN0719-101 with Engineering and Environmental Consultants, Inc., for permitting, study, and design of water and wastewater facilities, with the option of three remaining one-year extensions. Staff has reviewed the scope of work and unit prices, compared them to historical costs, and determined that they are acceptable.

9. FINANCIAL IMPLICATIONS:

Total Design Contract:		\$	225,028
Contract Amendment No. 1:	(8.00%)	\$	19,563
Contract Amendment No. 2:	(10.00%)	\$	22,756
Revised Contract Amount:		\$	267,347
Savings:	None		
Long Term Costs:	None		

Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
601.3820.0000.6718.8WA230	Water Bonds	WPF Improvements	FY 07/08	\$22,756

10. PROPOSED MOTION: Move that Council approve Contract Amendment No. 2 to Engineering and Environmental Consultants, Inc. for Airport Water Production Facility (WPF) Modifications Design, Project No. WA0804-201, in an amount not to exceed \$22,756, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map, Contract Amendment

APPROVALS

11. Requesting Department

[Signature]
Robert Mulvey, Assistant Municipal Utilities Director

13. Department Head

[Signature]
Dave Siegel, Municipal Utilities Director

12. City Engineer

[Signature]
Sheina Hughes, Assistant Public Works Director/City Engineer *wy RB*

14. City Manager

[Signature]
W. Mark Pentz



AIRPORT WPF MODIFICATIONS DESIGN PROJECT NO. WA0804-201



MEMO NO. CA09-191

Contract Amendment #2

 **PROJECT AREA**





Chandler Arizona

AMENDMENT NUMBER 2
TO PROJECT AGREEMENT NO.: WA0804-201
PURSUANT TO ANNUAL CONTRACT NO.: EN0719-101

Project Name: Airport Water Production Facility Modifications Design
Project No.: WA0804-201

The City of Chandler (CITY) and Engineering and Environmental Consultants, Inc., an Arizona corporation, entered into an Annual Contract No. EN0719-101 dated September 28, 2007. Pursuant to this Annual Contract the parties entered into a Project Agreement dated October 2, 2007. This Amendment No. 2 to that certain Project Agreement between the City Of Chandler (CITY) and Engineering and Environmental Consultants, Inc., for Airport Water Production Facility Modifications Design is entered into this _____ day of _____, 2009.

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

NOW THEREFORE, the parties agree as follows:

1. Article 1, 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. Article 2, of the above referenced Agreement, is hereby amended by increasing the total contract price by an amount not to exceed the sum of Twenty Two Thousand Seven Hundred Fifty Six dollars, (\$22,756) for a total Contract Price not to exceed the sum of Two Hundred Sixty Seven Thousand Three Hundred Forty Seven dollars (\$267,347) of all payable in accordance with Exhibit B, attached hereto and incorporated herein by reference.
3. Article 3 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 Six Hundred (600) days from the original Notice to Proceed date.
4. The contract is amended by adding an additional Article 5 to the Agreement to read as follows:

Article 5 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.

5. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect.
6. 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

ANNUAL CONSULTANT:

By: _____

Title: _____

ATTEST: (If corporation)

Secretary

WITNESS: (If Individual or Partnership)

SEAL

Amendment No. 2 cont.

Project No. WA0804-201

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

ORIGINAL CONTRACT AMOUNT	\$ 225,028
CURRENT CONTRACT PRICE PRIOR TO THIS AMENDMENT (Including previous amendments)	\$ 244,591
NET INCREASE / DECREASE (Resulting from this amendment)	\$ 22,756
REVISED CONTRACT PRICE (Including this amendment)	\$ 267,347
AMENDMENT PERCENTAGE (Of original contract price)	10%
CONTRACT TIME PRIOR TO THIS AMENDMENT (Including previous amendments)	420 (Days or Date)
NET INCREASE/DECREASE (Resulting from this amendment)	180 (Days or Date)
REVISED CONTRACT TIME (Including this amendment)	600 (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. 2	Requires Council Approval
	Greater than \$30,000* _____
	Greater than 10% of Contract * X
*Including City Manager approved Amendments	
ORIGINAL CONTRACT COUNCIL DATE: 9-6-07 ITEM NO.:35, if applicable	
COUNCIL APPROVAL: _____ ITEM NO: _____, if applicable	
CITY OF CHANDLER (Date & Name of Owner Dept. verbal approval): 2-19-09 John Knudson	

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

**EXHIBIT A
SCOPE OF WORK**

The water system zone split was intended to occur at SR 202 Santan Freeway. The zone split will now be moved south to Appleby Road. Moving the zone boundary south has resulted in additional work that will be incorporated into the AWPf PRV Stations and Zone Split plans. Annual Consultant's additional services for this project are as follows:

Zone 1 Looping: Additional work will be required to complete the loop for Zone 1 distribution system. This will include an interconnection with the water main in Airport Blvd that heads north and the water main in Ryan Road that will head east. Services include survey, utility research and design that will be incorporated in the plan set.

Water Service Research in Zone 2: Annual Consultant will research the water services that will be located in Zone 2 (existing water main south of the AWPf will be a zone 2 main). The existing information is not verified and Annual Consultant will conduct field verification (survey will be excluded) and include the water service information in the design report.

Zone 2 Interconnection: Annual Consultant will design a connection that will tie into the existing 12-inch main in Queen Creek and will design a new 16-inch main with plan and profile that will head south along McQueen on the east side of the road and tie into the inlet side of the 16" PRV. The new 16-inch main will be approximately 600 linear feet.

ARV detail: Annual Consultant will coordinate with Chandler and Maricopa County Environmental Services to update the standard air release valve detail. The existing detail illustrates an above ground ARV and the new design shall detail a below ground equipment installation. This detail will be included in the PRV plan set.

The above additions will be incorporated into the existing plan set and the revised plan will be submitted to MCEs for approval.

The following services are excluded:

- Services during construction

**EXHIBIT B
FEE SCHEDULE**

ITEM NO	DESCRIPTION	LABOR CLASS	RATE	HOURS	LABOR COST	ODC AT 5%	TOTAL
1	Zone 1 Looping Investigate existing mains in Airport Blvd and Ryan Road. Include interconnection in plan set	PM4	\$155		\$0	\$0	\$0
		PM2	\$130	8	\$1,040	\$52	\$1,092
		PE3	\$110		\$0	\$0	\$0
		DES3	\$100		\$0	\$0	\$0
		DES4	\$110	14	\$1,540	\$77	\$1,617
		DRAF3	\$75	20	\$1,500	\$75	\$1,575
		ADMIN SUP	\$65		\$0	\$0	\$0
		Prof Surveyor	\$130	4	\$520	\$26	\$546
		SM2	\$110	10	\$1,100	\$55	\$1,155
		2P Crew	\$125	16	\$2,000	\$100	\$2,100
	Subtotal			\$7,700	\$385	\$8,085	
2	Water Service Research (Zone 2) Need to verify water services in the proposed zone 2 main. Survey not included	PM4	\$155		\$0	\$0	\$0
		PM2	\$130	4	\$520	\$26	\$546
		DES4	\$110	2	\$220	\$11	\$231
		DES3	\$100	0	\$0	\$0	\$0
		DES1	\$80	12	\$960	\$48	\$1,008
		DRAF3	\$75	10	\$750	\$38	\$788
		ADMIN SUP	\$65		\$0	\$0	\$0
	Subtotal					\$2,573	
3	Zone 2 Interconnection Interconnection with new 16-inch main, plan and profile to tie into existing 16" main at inlet of PRV station	PM4	\$155		\$0	\$0	\$0
		PM2	\$130	9	\$1,170	\$59	\$1,229
		PE3	\$110		\$0	\$0	\$0
		DES3	\$100	5	\$500	\$25	\$525
		DES4	\$110	15	\$1,650	\$83	\$1,733
		DRAF3	\$75	30	\$2,250	\$113	\$2,363
		ADMIN SUP	\$65		\$0	\$0	\$0
	Subtotal			\$5,570	\$279	\$5,850	
4	ARV Detail Coordinate with Chandler and MCES for new ARV detail. Incorporate detail in plan set.	PM4	\$155		\$0	\$0	\$0
		PM2	\$130	12	\$1,560	\$78	\$1,638
		PE3	\$110		\$0	\$0	\$0
		DES3	\$100	20	\$2,000	\$100	\$2,100
		DES4	\$110	19	\$2,090	\$105	\$2,195
		DRAF3	\$75	4	\$300	\$15	\$315
		ADMIN SUP	\$65		\$0	\$0	\$0
	Subtotal			\$5,950	\$298	\$6,248	
GRAND TOTAL							\$22,756

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.

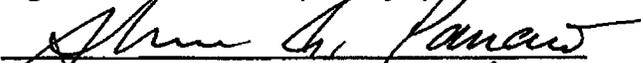
By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited State contract meet all conditions contained herein.

Project Number/Division: WA0804-201, AWPf Modifications Design
Name (as listed in the contract): EEC
Street Name and Number: 3003 N. Central Ave., Ste. 600
City: Phoenix State: AZ Zip Code: 85012

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: GLENN A. PANANO

Title: S.R. VICE PRESIDENT

Date (month/day/year): 02/25/2009