



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA09-238**

1. Agenda Item Number:
30
2. Council Meeting Date:
June 11, 2009

TO: MAYOR & COUNCIL
THROUGH: CITY MANAGER

3. Date Prepared: May 20, 2009
4. Requesting Department: Municipal Utilities

5. SUBJECT: Approve Contract Amendment No. 6 in an amount not to exceed \$88,137 to the engineering services contract with Tri-Core Engineering for the design of Water Main Replacements, Project No. WA0401-201, for a revised contract total of \$646,292.

6. RECOMMENDATION: Staff recommends Council approve Contract Amendment No. 6 in an amount not to exceed \$88,137 to the engineering services contract with Tri-Core Engineering for the design of Water Main Replacements, Project No. WA0401-201, for a revised contract total of \$646,292.

7. BACKGROUND/DISCUSSION: Some of the existing water mains in the older sections of the City are undersized and/or deteriorating, resulting in a high number of repairs to broken water mains, interrupted water service, numerous citizen complaints, and property damage. In November 2003, Council approved an engineering contract that provided for the design of approximately nine miles of small diameter water main replacements in several residential neighborhoods. During the plan review process, staff identified a benefit to relocating the new water mains into the road rights-of-way to eliminate significant reconstruction in alleys, alongside other utilities. Relocation of the new water mains in the roadways, near the lip of gutter, is also consistent with the work completed during Phase II of this project. Contract Amendment No. 6 provides for the additional services required for these design modifications.

8. EVALUATION PROCESS: Tri-Core Engineering was selected as the designer for the water main replacement project in accordance with established City policies and procedures. Staff has reviewed the scope of work, billing rates, and fee for this amendment and found them to be consistent with similar projects.

9. FINANCIAL IMPLICATIONS:

Cost:

Original Contract Amount: \$400,796

	<u>Amount of Amendment</u>	<u>Percent of Original Contract</u>	
Contract Amendment No. 1:	\$ 36,100	9.0%	(Staff approved)
Contract Amendment No. 2:	\$ 14,805	3.7%	(Council approved Nov. 18, 2004)
Contract Amendment No. 3:	\$ 23,582	5.9%	(Staff approved)
Contract Amendment No. 4:	\$ 48,861	12.2%	(Council approved Jan. 17, 2008)
Contract Amendment No. 5:	\$ 34,011	8.5%	(Staff approved)
Contract Amendment No. 6:	<u>\$ 88,137</u>	<u>22.0%</u>	<i>(Pending Council approval)</i>
New Contract Amount:	\$646,292		

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>
601.3820.0000.6714.8WA023	Water Bonds	Main Replacements	FY 07/08	\$88,137

10. PROPOSED MOTION: Move that Council approve Contract Amendment No. 6 in an amount not to exceed \$88,137 to the engineering services contract with Tri-Core Engineering for the design of Water Main Replacements, Project No. WA0401-201, for a revised contract total of \$646,292.

ATTACHMENTS: Contract Amendment, Location map

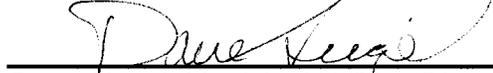
APPROVALS

11. Requesting Department



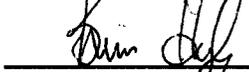
Robert Mulvey, Assistant Municipal Utilities Director

13. Department Head



Dave Siegel, Municipal Utilities Director

12. City Engineer



Sheina Hughes, Assistant Public Works Director/
City Engineer

14. City Manager



W. Mark Pentz



Chandler Arizona

AMENDMENT NUMBER 6

Project Name: Water Main Replacements

Project No.: WA0401-201

This Amendment No. 6 to that certain Agreement between the City Of Chandler (CITY) and Tri-Core Engineering Inc., an Arizona corporation, for Water Main Replacements, dated November 14, 2003, is entered into this _____ day of _____, 2009.

WHEREAS the parties have determined that it is necessary and desirable for ENGINEER 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 3, of the above referenced Agreement, is hereby; amended by increasing the total contract price by an amount not to exceed the sum of Eighty Eight Thousand One Hundred Thirty Seven dollars, (\$88,137) for a total Contract Price not to exceed the sum of Six Hundred Forty Six Thousand Two Hundred Ninety Two dollars (\$646,292) of all payable in accordance with Exhibit B, attached hereto and incorporated herein by reference.
3. The contract is amended by adding an additional language to Section 16 of 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.

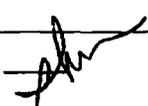
CITY OF CHANDLER:

By: _____
MAYOR Date

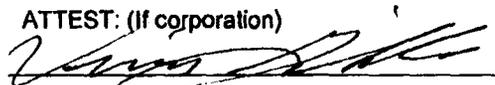
ENGINEER:

By: 
Title: President

APPROVED AS TO FORM:

City Attorney by: 

ATTEST: (If corporation)


Secretary

ATTEST:

City Clerk

WITNESS: (If Individual or Partnership)

SEAL

Amendment No. 6 cont.

Project No. WA0401-201

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

ORIGINAL CONTRACT AMOUNT	\$ 400,796
CURRENT CONTRACT PRICE PRIOR TO THIS AMENDMENT (Including previous amendments)	\$ 558,155
NET INCREASE / DECREASE (Resulting from this amendment)	\$ 88,137
REVISED CONTRACT PRICE (Including this amendment)	\$ 646,292
AMENDMENT PERCENTAGE (Of original contract price)	<u>22.0%</u>
CONTRACT TIME PRIOR TO THIS AMENDMENT (Including previous amendments)	5/15/08 (Days or Date)
NET INCREASE/DECREASE (Resulting from this amendment)	503 (Days or Date)
REVISED CONTRACT TIME (Including this amendment)	9/30/09 (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>6</u>	Requires Council Approval Greater than \$30,000* _____
	Greater than 10% of Contract * X
*Including City Manager approved Amendments	
ORIGINAL CONTRACT COUNCIL DATE: 11/6/03 ITEM NO.: 22, if applicable	
COUNCIL APPROVAL: _____ ITEM NO: _____, if applicable	
CITY OF CHANDLER (Date & Name of Owner Dept. verbal approval): <u>Bob Fortier, 5/8/09</u>	

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

EXHIBIT A SCOPE OF WORK

GENERAL

ENGINEER shall complete the additional work in accordance with the current versions of the City of Chandler Standard Details / Specifications and MAG Standard Details / Specifications.

The City has decided to move the new waterlines, currently designed to replace the existing lines in-place in the alleys, to the adjacent streets at an approximate 3-foot offset from lip of gutter. The portion of Phase III where this change shall take place is in the area bounded by Hartford Street on the west, Erie Street on the north, Nebraska Street on the east, and Guadalupe Road on the south.

Along with this change the City has also requested that the complete Phase III plan set be revised from an All Plan & Cross Section City format, to a standard Plan and Profile format. Due to the fast track nature of the Phase III plan preparation and the changes required therein from the Phase II design build construction that was ongoing at the time, the City has also requested that a final quality control check be performed, coupled with field visits to ensure compatibility with the as-built Phase II connection locations and configurations.

Services required for this Amendment shall include:

SURVEY

ENGINEER shall perform survey on the following streets and update the base maps accordingly:

- Erie Street from Hartford Street to Nebraska Street
- Flint Street from Hartford Street to Nebraska Street
- Detroit Street from Hartford Street to Nebraska Street
- Toledo Street from Hartford Street to Nebraska Street
- Chandler Boulevard from Hartford Street to Nebraska Street
- Iowa Street from Chandler Boulevard to Erie Street
- Nebraska Street from Chandler Boulevard to Erie Street

DESIGN AND PLAN PREPARATION

ENGINEER shall:

- design water lines in the streets, including but not limited to geometric alignment, profile, fittings, fire hydrant connections, valves, water meter connections, tie-ins to existing water line improvements, thrust blocks, and sewer line/water main encasements;
- provide design information and/or details for changes in abandonment, removal, and/or replacement of existing water mains, valves, and miscellaneous improvements; cut and plug locations; and pavement replacement;
- design the new water lines to cross under or over existing utilities according to current MAG and City clearance and design criteria, and show all such crossing in profiles;
- identify all existing water lines which need to be abandoned in place as a result of the new alignments;
- determine, identify, and provide cutout details for the best locations to cut and plug existing water lines that will be abandoned;
- perform site visits and review Phase II as-built plans to determine any variances and/or changes that occurred in the field at Phase II / Phase III connection points, and incorporate them into the final Phase III design;

- revise all plan sheets to reflect the new water main locations and the new plan and profile format;
- revise quantities for all changes and identify any new quantities;
- revise cost estimates for all changes and identify any new bid items;
- revise Technical Specifications for all changes and identify and prepare any new stipulations therein.

SUBMITTALS AND REVIEWS

CONTRACTOR shall:

- submit revised construction documents (90% level) to the city for review;
- incorporate all review comments into a revised set of construction documents;
- submit revised construction documents (100% level) to the city for final review;
- submit revised construction documents (100% level) to the Maricopa County Environmental Services Department for review and approval;
- incorporate all review comments into a revised set of construction documents;
- submit revised construction documents (FINAL).

The submittals shall adhere to the following:

90% SUBMITTAL

This submittal shall include:

1. four (4) copies of the updated Engineer's construction cost estimate;
2. four (4) copies of the updated Technical Specifications;
3. six (6) full size blue-line copies of the 90% plans for the water lines.

100% SUBMITTAL

This submittal shall include:

1. four (4) copies of the updated Engineer's construction cost estimate;
2. four (4) copies of the updated Technical Specifications;
3. six (6) full size blue-line copies of the 100% plans for the water lines.

FINAL CONSTRUCTION DOCUMENTS

All comments from the 100% review shall be incorporated into the final documents. ENGINEER shall deliver a complete set of professionally sealed original documents to the City. Construction drawings shall be submitted on 24"x 36" 4-mil. Mylar sheets. Final mylars shall be the property of the City. One original of the bid tabulation and cost estimate shall all be submitted on 8 ½" x 11" sheets.

In addition to the original contract documents, ENGINEER shall provide to the City all drawings, cost estimates, and bid schedules stored on optical disks (AutoCAD 2000® for drawings and MS Word™ for written materials; or as approved by the City's Project Manager). 100% redlined review plans shall be returned to the City.

EXHIBIT B
FEE SCHEDULE

TASK	Senior Project Manager \$156.00	Project Engineer \$105.00	Senior CADD Tech \$86.00	Word Processor \$49.00	Total Hours	Total Fee
GENERAL PROJECT TASKS - TOLEDO STREET						
GENERAL PROJECT TASKS						
Field Visits	4	4	16		24	\$2,420.00
Project Management	12	6		1	19	\$2,551.00
Utility Coordination	4	6	8	1	19	\$1,991.00
Tri-Core Design Team Meetings & Coord.	2	2	2		6	\$694.00
Coordination with City of Chandler Staff	8	2	2	1	13	\$1,679.00
SECTION TOTAL HOURS	30	20	28	3	81	
SECTION TOTAL COSTS	\$4,680	\$2,100	\$2,408	\$147		\$9,335
ANALYSIS, DESIGN AND CONSTRUCTION DOCUMENTS						
PHASE III 90% SERVICES						
Survey by Manhard						\$21,400.00
Existing Utility Crossing Design and Layouts	4	16	24		44	\$4,368.00
Analysis, Options Evaluation, and Design	12	32	48		92	\$9,360.00
Abandoned Waterline Cut & Plug Plans	2	8	12		22	\$2,184.00
Abandoned Waterline Cutout Plans	2	8	10		20	\$2,012.00
Revise and Prepare 90% Plans	4	8	40	2	54	\$5,002.00
Revise and Prepare Technical Specifications	12	6		1	5	\$2,551.00
Quantities	2	10	12		24	\$2,394.00
Cost Estimate	1	2	12		15	\$1,398.00
QA/QC	4	6	2		12	\$1,426.00
SUBTOTALS	43	96	160	3	288	\$52,095.00
PHASE III 100% SERVICES						
City of Chandler Review Meeting	4	4			8	\$1,044.00
Revise and Prepare 100% Plans	8	32	80	2	138	\$11,586.00

Abandoned Waterline Cut & Plug Plans	1	4	9		15	\$1,350.00
Abandoned Waterline Cutout Plans	1	4	9		15	\$1,350.00
Revise and Prepare Technical Specifications	6	2		1	5	\$1,195.00
Quantities	2	6	8		28	\$1,630.00
Cost Estimate	1	1	4		18	\$605.00
QA/QC	2	4	2		14	\$904.00
Maricopa County Environmental Review Fee						\$1,200.00
SUBTOTALS	25	57	112	3	241	\$20,864.00
PHASE III FINAL SERVICES						
City of Chandler Review Meeting	4	4			8	\$1,044.00
Final Plans	4	12	16	1	33	\$3,309.00
Quantities	1	2	4		12	\$710.00
Cost Estimate	1	1	2		11	\$433.00
QA/QC	1	1	1		7	\$347.00
SUBTOTALS	11	20	23	1	71	\$5,843.00
SECTION TOTAL HOURS	79	173	295	7	600	
SECTION TOTAL COSTS	\$12,324	\$18,165	\$25,370	\$343		\$78,802

PROJECT TOTAL HOURS	109	193	323	10	681	
PROJECT TOTAL COSTS	\$17,004	\$20,265	\$27,778	\$490		\$88,137

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 contract meet all conditions contained herein.

Project Number/Division: WA0401-201		
Name (as listed in the contract): Tri-Core Engineering		
Street Name and Number: 8840 E. Chaparral Rd.		
City: Scottsdale	State: AZ	Zip Code: 85250

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: Vince Gibbons

Title: President

Date (month/day/year): 5/12/09