



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CA09-267**

**1. Agenda Item Number:**

**53**

**2. Council Meeting Date:**

June 25, 2009

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** June 12, 2009

**THROUGH: CITY MANAGER**

**4. Requesting Department:** City Manager

**5. SUBJECT:** Approval of Contract Amendment No. 2 to Smithgroup, Inc. for the City Hall Complex, Project No. GG0502-201, in an amount not to exceed \$144,980.

**6. RECOMMENDATION:** Staff recommends that Council approve Contract Amendment No. 2 to Smithgroup, Inc. for the City Hall Complex, Project No. GG0502-201, in an amount not to exceed \$144,980.

**7. BACKGROUND/DISCUSSION:** The City moved into the Chandler Office Center in the fall of 1998. The City is leasing approximately 38,000 square feet in the building for twelve years, and in 2010, the City's current lease will expire. The City Municipal Complex will total approximately 130,000 square feet and is planned to be available by the time the City moves out of the Chandler Office Center.

In 2007, Smithgroup, Inc. was contracted for architectural and design services on the new City Hall. Since that time, City staff and Smithgroup have been working diligently on the "Urban Edge" design and site layout for the City Hall, which will include parking, Council Chambers and administrative offices.

In compliance with the International Building Code (IBC), the City is required to employ a certified engineer or architect as special inspector to be responsible for certifying the construction work is performed according to the IBC and the structural, electrical, and fire safety construction documents. Work includes inspections of fireproofing; application of the stone veneer; electrical services; and structural elements, including concrete, welding, reinforcing, and masonry. Accordingly, City staff has requested those services be supplied by Smithgroup, whose subconsultants meet the requirement of the building code. Typically, these services are included in the design contracts. In this case, due to the complexity of the project, the lead architect could not determine the exact nature of the special inspections until the completion of construction documents. City staff is recommending that the design contract amount be increased to accommodate the additional effort.

**8. EVALUATION:** On December 13, 2007, Council approved a design services contract with Smithgroup, Inc., for the new City Hall complex. The consultant selection process was conducted in accordance with established City policies and procedures.

**9. FINANCIAL IMPLICATIONS:**

Original Contract Amount:	\$ 5,232,150
Contract Amendment No. 1:	\$ 266,600
Contract Amendment No. 2:	\$ 144,980
Revised Contract Amount:	\$ 5,643,730

**Fund Source:**

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
101.1290.0000.6210.8GG075	General Fund	City Hall	FY07/08	\$144,980

**10. PROPOSED MOTION:** Move that Council approve Contract Amendment No. 2 to Smithgroup, Inc. for the City Hall Complex, Project No. GG0502-201, in an amount not to exceed \$144,980, and authorize the Mayor to sign the contract documents.

**ATTACHMENTS:** Map, Contract Amendment

**APPROVALS**

**11. Requesting Department**

*Marian Norris*

Marian Norris, Assistant to the City Manager

**13. Department Head**

*Rich Dlugas*

Rich Dlugas, Assistant City Manager

**12. City Engineer**

*Sheina Hughes*

Sheina Hughes, Assistant Public Works  
Director/City Engineer

**14. City Manager**

*W. Mark Pentz*

W. Mark Pentz



Chandler Arizona

AMENDMENT NUMBER 2

Project Name: City Hall  
Project No.: GG0502-201

This Amendment No. 1 to that certain Agreement between the City Of Chandler (CITY) and SmithGroup, Inc., a Michigan corporation licensed to do business in Arizona, for City Hall dated January 2, 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 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 One Hundred Forty Four Thousand Nine Hundred Eighty dollars, (\$144,980) for a total Contract Price not to exceed the sum of Five Million Six Hundred Forty Three Thousand Seven Hundred Thirty dollars (\$5,643,730) of all payable in accordance with Exhibit B, attached hereto and incorporated herein by reference.
3. 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: Mark A. Medina

Title:

ATTEST: (If corporation)

BOB COLBERT

Secretary

WITNESS: (If Individual or Partnership)

SEAL

Amendment No. 2 cont.

Project No. GG0502-201

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

<b>ORIGINAL CONTRACT AMOUNT</b>	<b>\$ 5,232,150</b>
<b>CURRENT CONTRACT PRICE PRIOR TO THIS AMENDMENT</b> (Including previous amendments)	<b>\$ 5,498,750</b>
<b>NET INCREASE / DECREASE</b> (Resulting from this amendment)	<b>\$ 144,980</b>
<b>REVISED CONTRACT PRICE</b> (Including this amendment)	<b>\$ 5,643,730</b>
<b>AMENDMENT PERCENTAGE</b> (Of original contract price)	<b><u>2.8</u> %</b>
<b>CONTRACT TIME PRIOR TO THIS AMENDMENT</b> (Including previous amendments)	<b>455</b> (Days or Date)
<b>NET INCREASE/DECREASE</b> (Resulting from this amendment)	<b>0</b> (Days or Date)
<b>REVISED CONTRACT TIME</b> (Including this amendment)	<b>455</b> (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>2</u>	Requires Council Approval Greater than \$30,000* <b>X</b>
	Greater than 10% of Contract * _____
*Including City Manager approved Amendments	
<b>ORIGINAL CONTRACT COUNCIL DATE: <u>12/13/07</u> ITEM NO.: <u>47</u>, if applicable</b>	
<b>COUNCIL APPROVAL: _____ ITEM NO: _____, if applicable</b>	

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

EXHIBIT A  
SCOPE OF WORK

CONSULTANT shall perform special inspections as required by the CITY for the construction of the City Hall.

In compliance with the 2006 International Building Code, as adopted by the CITY, CONSULTANT shall assume full responsibility for special inspections of the following types of construction:

1. Structural Inspections
  - a. Concrete
  - b. Bolts installed in concrete
  - c. Reinforcing & post-tensioned steel tendons
  - d. Welding
  - e. High strength bolting
  - f. Structural masonry
  - g. Expansion, epoxy and bolts
2. Stone veneer
3. Sprayed-on fireproofing
4. Exterior insulation finish system (EIFS)
5. Intumescent fireproofing (paint)
6. Service entrance section over 1,000 Amps
7. HI-POT test

CONSULTANT shall prepare written reports of inspection results and shall issue written reports with test data to the CITY REP, indicating whether or not the construction work is being performed according to the construction documents. CONSULTANT shall inform the CONTRACTOR of deficiencies or work that does not conform to the construction documents in a timely manner.

EXHIBIT B

FEE SCHEDULE

The fees listed below are designated as allowances, against which actual services will be billed on an hourly basis as the inspections are performed throughout the project. Fee includes an allowance of \$5,000 for additional services as may be required to complete the special inspections.

Structural	\$	121,000
Stone veneer, sprayed-on and intumescent fireproofing, EIFS	\$	18,320
Electrical	\$	660
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Subtotal	\$	139,980
Allowance	\$	5,000
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<b>Total Special Inspection Fee</b>	<b>\$</b>	<b>144,980</b>