



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA10-016**

1. Agenda Item Number:
28
2. Council Meeting Date:
July 30, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: July 14, 2009

THROUGH: CITY MANAGER

4. Requesting Department: Public Works

5. SUBJECT: Approve Contract Amendment No. 1 in the amount of \$38,800 to the project agreement with Gilbertson Associates for the Airport Perimeter Access Road, Project No. AI0703-201, for a revised contract total of \$88,130.

6. RECOMMENDATION: Staff recommends that Council approve Contract Amendment No. 1 in the amount of \$38,800 to the project agreement with Gilbertson Associates for the Airport Perimeter Access Road, Project No. AI0703-201, for a revised contract total of \$88,130.

7. BACKGROUND/DISCUSSION: Service and maintenance vehicles at the Chandler Municipal Airport frequently cross taxiways and runways in order to travel from the northwest side of the airport to the southeast side. The Federal Aviation Administration (FAA) has recommended that the City construct a simple perimeter access road around the northern end of the runways. This would allow ground vehicles to avoid potential conflicts with aircraft operations and would improve overall safety. The FAA has provided grant funding for the project.

This amendment to the design contract will allow the design engineer to provide construction administration on the project. This will ensure that improvements are constructed to FAA standards and safety procedures are enforced while working within the airport fence. The amendment also includes assistance with construction submittals to the FAA in order to receive the grant reimbursement.

8. EVALUATION: On December 13, 2007, Council approved the project agreement with Gilbertson Associates for Airport Perimeter Access Road. The annual consultant selection process was conducted in accordance with established City policies and procedures.

9. FINANCIAL IMPLICATIONS:

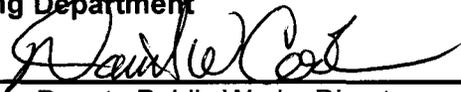
Cost:			FAA Grant (95%)	ADOT Grant (2.5%)	City (2.5%)
Original Contract Amount		\$ 49,330			
Contract Amendment No.1	(79%)	\$ 38,800	\$36,860	\$970	\$970
Revised Total Contract Cost		\$ 88,130			
Savings:	\$37,830 (from FAA and ADOT grants)				
Long Term Costs:	N/A				
Funding Source:					
<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>	
217.4110.0.6910.10A652	Grants in Aid	Perimeter Access Road	FY 09/10	\$36,860	
217.4110.0.6910.10A652	Grants in Aid	Perimeter Access Road	FY 09/10	\$ 970	
635.4110.0.6910.8AI652	Airport Operating Fund	Perimeter Access Road	FY 07/08	\$ 970	

10. PROPOSED MOTION: Move that Council approve Contract Amendment No. 1 in the amount of \$38,800 to the project agreement with Gilbertson Associates for the Airport Perimeter Access Road, Project No. AI0703-201, for a revised contract total of \$88,130, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map, Contract Amendment

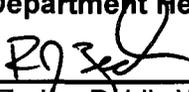
APPROVALS

11. Requesting Department



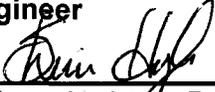
Daniel W. Cook, Deputy Public Works Director

13. Department Head



R.J. Zeder, Public Works Director

12. City Engineer



Sheina Hughes, Assistant Public Works
Director/City Engineer

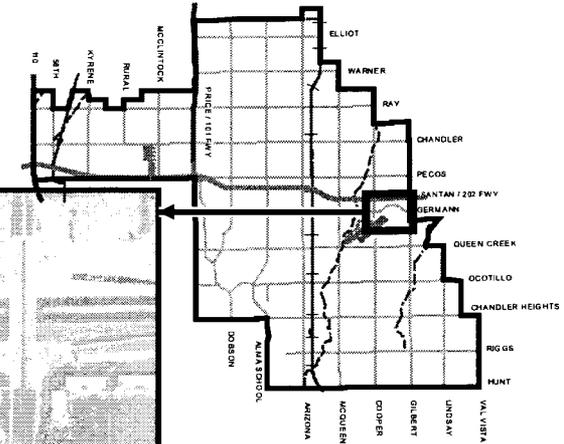
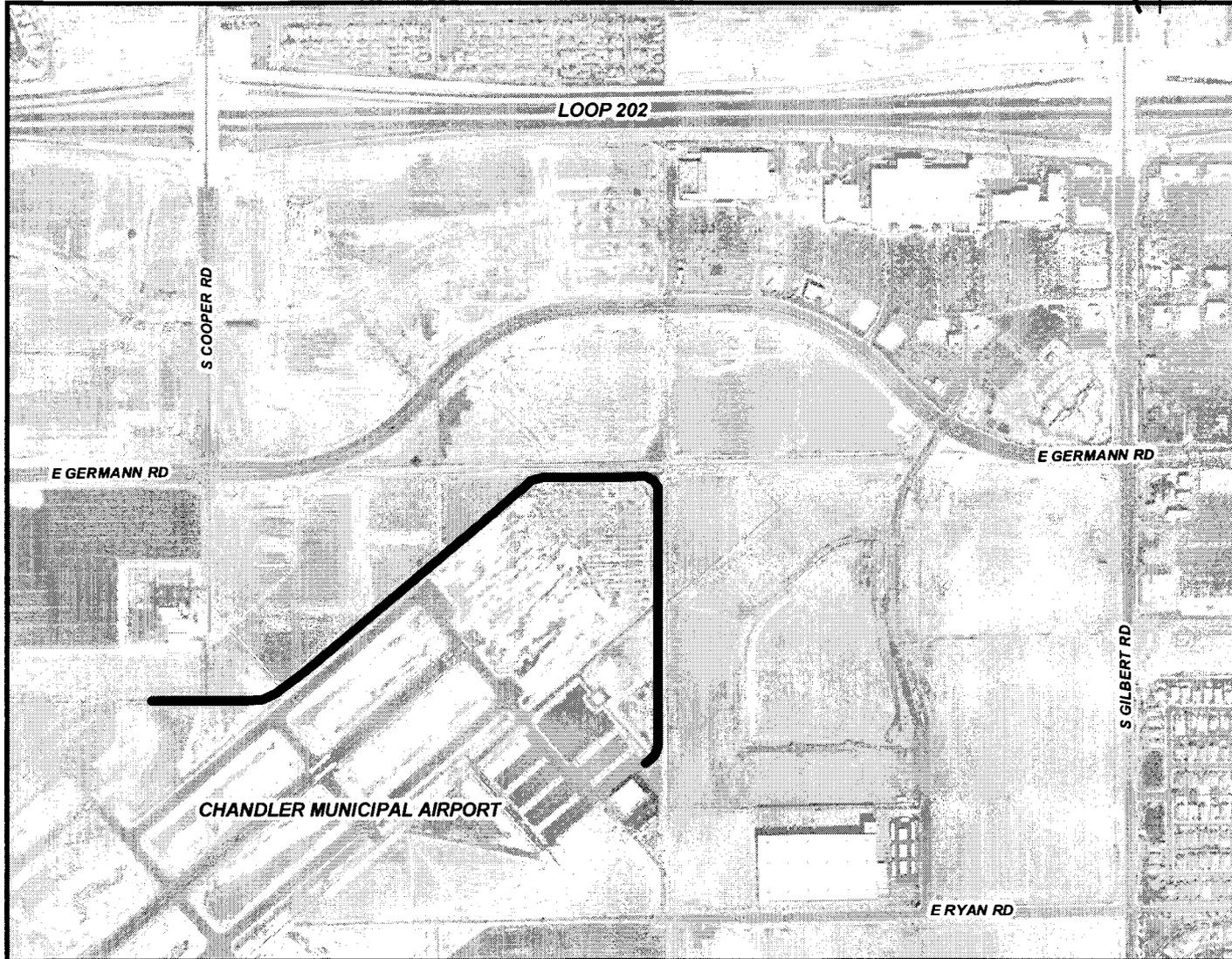
14. City Manager



W. Mark Pentz



PERIMETER ACCESS ROAD AT CHANDLER MUNICIPAL AIRPORT PROJECT NO. AI0703-201



MEMO NO. CA10-016

LEGEND

— PROPOSED ACCESS ROAD





Chandler Arizona

AMENDMENT NUMBER 1
TO PROJECT AGREEMENT NO.: AI0703-201
PURSUANT TO ANNUAL CONTRACT NO.: EN0707-101

Project Name: Airport Perimeter Access Road
Project No.: AI0703-201

The City of Chandler (CITY) and Wilcox Professional Services of Arizona, LLC doing business as Gilbertson Associates, Inc., entered into an Annual Contract No. EN0707-101, dated January 9, 2008. Pursuant to this Annual Contract the parties entered into a Project Agreement dated January 14, 2008. This Amendment No. 1 to that certain Project Agreement between the City Of Chandler (CITY) and Wilcox Professional Services of Arizona, LLC doing business as Gilbertson Associates, Inc., for Airport Perimeter Access Road 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 Thirty Thousand Eight Hundred dollars, (\$38,800) for a total Contract Price not to exceed the sum of Eighty Eight Thousand One Hundred Thirty dollars (\$88,130) 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 Six Hundred (600) days for a total Contract Time of Six Hundred Sixty (660) days from the original Notice to Proceed date.
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

ANNUAL CONSULTANT:

By: _____
Title: PRASAD DEBORATOR

ATTEST: (If corporation)

Secretary
WITNESS: (If Individual or Partnership)

SEAL

Amendment No. 1 cont.

Project No. AI0703-201

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

ORIGINAL CONTRACT AMOUNT	\$ 49,330
CURRENT CONTRACT PRICE PRIOR TO THIS AMENDMENT (Including previous amendments)	\$ 49,330
NET INCREASE / DECREASE (Resulting from this amendment)	\$ 38,800
REVISED CONTRACT PRICE (Including this amendment)	\$ 88,130
AMENDMENT PERCENTAGE (Of original contract price)	<u>79%</u>
CONTRACT TIME PRIOR TO THIS AMENDMENT (Including previous amendments)	60 (Days or Date)
NET INCREASE/DECREASE (Resulting from this amendment)	600 (Days or Date)
REVISED CONTRACT TIME (Including this amendment)	660 (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>1</u>	Requires Council Approval Greater than \$30,000* X
	Greater than 10% of Contract * _____
*Including City Manager approved Amendments	
ORIGINAL CONTRACT COUNCIL DATE: 12-13-08 ITEM NO.:36, if applicable	
COUNCIL APPROVAL: _____ ITEM NO: _____, if applicable	
CITY OF CHANDLER (Date & Name of Owner Dept. verbal approval): <u>Greg Chenoweth</u>	

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

EXHIBIT A
SCOPE OF WORK

CONSTRUCTION ADMINISTRATION SERVICES

Upon successful completion of the Bidding Phase, and upon written authorization from City, ANNUAL CONSULTANT shall perform the follow tasks.

1. General Administration of Construction Contract.

Consult with City and act as City's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of ANNUAL CONSULTANT as assigned in the General Conditions shall not be modified, except as ANNUAL CONSULTANT may otherwise agree in writing. All of City's instructions to Contractor will be issued through ANNUAL CONSULTANT, which shall have authority to act on behalf of City in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.

2. Resident Project Representative (RPR).

Unless otherwise notified in writing by City, provide the services of a Resident Project Representative (RPR) at the Site to assist ANNUAL CONSULTANT and to provide more continuous observations of such work on a full-time basis unless part-time services are expressly approved by Agency and this Agreement is amended accordingly. ANNUAL CONSULTANT will, prior to the pre-construction conference, submit a resume of the RPR's qualifications for approval by City.

3. Testing Laboratory.

Perform Material Acceptance Testing (Quality Assurance) services identified in the Contract Documents.

4. Pre-Construction Conference.

Participate in a Pre-Construction Conference prior to commencement of Work at the Site. If RPR services are provided by ANNUAL CONSULTANT, the RPR shall attend the Pre-Construction Conference.

5. Schedules.

Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to ANNUAL CONSULTANT, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

6. Baselines and Benchmarks.

As appropriate, establish baselines and benchmarks for locating the Work which in ANNUAL CONSULTANT's judgment are necessary to enable Contractor to proceed.

7. Visits to Site and Observation of Construction.

In connection with observations of Contractor's Work while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as ANNUAL CONSULTANT deems necessary, but at least monthly, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by ANNUAL CONSULTANT, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to ANNUAL CONSULTANT in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ANNUAL CONSULTANT's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, ANNUAL CONSULTANT will determine in general if the Work is proceeding in accordance with the Contract Documents, and ANNUAL CONSULTANT shall keep City informed of the progress of the Work. Weekly construction progress reports will be forwarded to the City, FAA and ADOT Aeronautics Division.

b. The purpose of ANNUAL CONSULTANT's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ANNUAL CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by ANNUAL CONSULTANT during the Construction Phase, and, in addition, by the exercise of ANNUAL CONSULTANT's efforts as an experienced and qualified design professional, to provide for City a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. ANNUAL CONSULTANT shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall ANNUAL CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ANNUAL CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

8. Defective Work.

Recommend to City that Contractor's Work be rejected while it is in progress if, on the basis of ANNUAL CONSULTANT's observations, ANNUAL CONSULTANT believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

9. Clarifications and Interpretations; Field Orders.

Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ANNUAL CONSULTANT may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.

10. Change Orders and Work Change Directives.

Recommend Change Orders and Work Change Directives to City, as appropriate, and prepare Change Orders and Work Change Directives as required. ANNUAL CONSULTANT shall coordinate with FAA and ADOT Aeronautics Division as required for verification of funding eligibility.

11. Shop Drawings and Samples.

Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. ANNUAL CONSULTANT shall meet any Contractor's submittal schedule that ANNUAL CONSULTANT has accepted.

12. Substitutes and "or-equal."

Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of the Contract Documents.

13. Inspections and Tests.

Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents.

14. Disagreements between City and Contractor.

Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by City or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if ANNUAL CONSULTANT in its discretion concludes that to do so would be inappropriate. In rendering such decisions, ANNUAL CONSULTANT shall

be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

15. Applications for Payment.

Based on ANNUAL CONSULTANT's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that ANNUAL CONSULTANT recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ANNUAL CONSULTANT's representation to City, based on such observations and review, that, to the best of ANNUAL CONSULTANT's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ANNUAL CONSULTANT's responsibility to observe Contractor's Work. In the case of unit price work, ANNUAL CONSULTANT's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

b. By recommending any payment, ANNUAL CONSULTANT shall not thereby be deemed to have represented that observations made by ANNUAL CONSULTANT to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ANNUAL CONSULTANT in this Agreement and the Contract Documents. Neither ANNUAL CONSULTANT's review of Contractor's Work for the purposes of recommending payments nor ANNUAL CONSULTANT's recommendation of any payment including final payment will impose on ANNUAL CONSULTANT responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ANNUAL CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to City free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid.

16. Contractor's Completion Documents.

Receive, review, and transmit to City maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A.5 and A.11, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by ANNUAL CONSULTANT will be limited as provided in paragraph A.5 and A.11.

17. Substantial Completion.

Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with City and Contractor, conduct a pre-final inspection to determine if the Work is substantially complete. If after considering any objections of City, ANNUAL CONSULTANT considers the Work substantially complete, ANNUAL CONSULTANT shall deliver a certificate of Substantial Completion to City, ADOT Aeronautics Division, and Contractor.

18. Record Drawings.

Prepare and furnish to City a set of reproducible Project Record Drawings showing appropriate record information based on Record Drawing information from Contractor and Project documentation received from RPR.

19. Final Notice of Acceptability of the Work.

In company with City's and ADOT Aeronautics Division's representatives, conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ANNUAL CONSULTANT may recommend, in

writing, final payment to Contractor according to the best of ANNUAL CONSULTANT's knowledge, information, and belief and based on the extent of the services provided by ANNUAL CONSULTANT under this Agreement.

20. Duration of Construction Phase.

The Construction Phase will commence with the execution of the construction Contract for the Project or any part thereof and will terminate upon written recommendation by ANNUAL CONSULTANT for final payment to Contractors. ANNUAL CONSULTANT shall be entitled to an equitable increase in compensation if Construction-Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.

21. Limitation of Responsibilities.

ANNUAL CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. ANNUAL CONSULTANT shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

22. Post-Construction Phase

ANNUAL CONSULTANT, during the Post-Construction Phase, shall:

Together with City, visit the Project to observe any apparent defects in the Work, assist City in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

Prepare Project Close Out Report for distribution to the FAA City and ADOT Aeronautics Division.

In company with City or City's representative, provide an inspection of the Project within one month before the end of the Correction Period for Contractor's Work to ascertain whether any portion of the Work is subject to correction.

The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified herein, will terminate at the end of the Construction Contract's Correction Period.

EXHIBIT B
FEE SCHEDULE

DESCRIPTION	PROJ. MGR.	ENGR/ DES	DRFT	CLER	TOTAL HOURS	TOTAL FEE
1. Meetings and Coordination						
Preconstruction Meeting		6		2	8	\$ 770.00
Construction Progress Meetings (5 Ea)		20		5	25	\$ 2,475.00
2. Submittal Reviews						
Submittal Log	2	8			10	\$ 1,140.00
3. Site Visits, Inspections, Construction Observation						
Monthly site visits (2 Ea)	2	8			10	\$ 1,140.00
Weekly Reports		16		5	21	\$ 2,035.00
Review Weekly Certified Payroll		14		4	18	\$ 1,760.00
Material Acceptance Testing*					Allowance*	\$ 11,000.00
Construction Observation (8 Days)		64			64	\$ 7,040.00
4. RFIs, Clarifications, Change Orders						
RFIs, Work Directives, Change Orders		10		2	12	\$ 1,210.00
5. Applications for Payment						
Review Contractor Pay Request		10		4	14	\$ 1,320.00
6. Project Completion and Acceptance						
Review & distribute Contractor close out documents	2	12		2	16	\$ 1,690.00
Pre final inspection and punchlist		6		2	8	\$ 770.00
Final Inspection		6		2	8	\$ 770.00
Certificate of Completion and Final Acceptance	2	4			6	\$ 700.00
7. Post construction phase						
Project Close Out Report	2	20	4	2	28	\$ 2,850.00
As-built plans	1	8	16		25	\$ 2,130.00
TOTAL HOURS & FEES	11	212	20	30	273	\$ 38,800.00
HOURLY FEES						
	\$130.00	\$110.00	\$70.00	\$55.00		

*Note- Material Acceptance Testing on a Time and Materials Basis estimated Not To Exceed