



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA10-004**

1. Agenda Item Number:
29

2. Council Meeting Date:
July 30, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: June 12, 2009

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Approval of Contract Amendment No. 1 to Tri-Core Engineering, Inc. for the CM Services for Water Main Replacements Phase III, Project No. WA0401-453, in an amount not to exceed \$21,556.

6. RECOMMENDATION: Staff recommends that Council approve Contract Amendment No. 1 to Tri-Core Engineering, Inc. for the CM Services for Water Main Replacements Phase III, Project No. WA0401-453, in an amount not to exceed \$21,556.

7. BACKGROUND/DISCUSSION: Some of the existing water mains in the older sections of the City are undersized and/or deteriorating. The result has been a high number of repairs to broken water mains, interrupted water service, numerous citizen complaints, and property damage. City staff has prioritized the areas for replacement based on the number of repairs made and complaints received. Tri-Core Engineering, Inc. was selected to provide construction management services for the replacement of approximately two and a half miles of existing 6-inch and 8-inch water lines.

Adjacent to the project area, staff identified additional sewer line in need of repair. This amendment is for design services to address the deteriorating sewer line.

8. EVALUATION: On May 8, 2008, Council approved a design and construction management services contract with Tri-Core Engineering, Inc., for Water Main Replacements Phase III. The consultant selection process was conducted in accordance with established City policies and procedures.

9. FINANCIAL IMPLICATIONS:

Original Contract Amount:	\$	119,898
Contract Amendment No. 1:	\$	21,556
Revised Contract Amount:	\$	141,454

Fund Source:

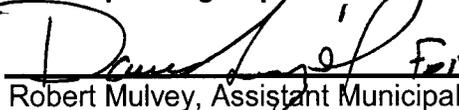
<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
611.3910.0000.6817.10WW266	Wastewater Bonds	Sewer Assessment & Rehab	FY09/10	\$21,556

10. PROPOSED MOTION: Move that Council approve Contract Amendment No. 1 to Tri-Core Engineering, Inc. for the CM Services for Water Main Replacements Phase III, Project No. WA0401-453, in an amount not to exceed \$21,556, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Map, Contract Amendment

APPROVALS

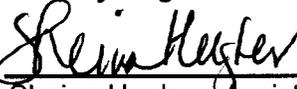
11. Requesting Department


Robert Mulvey, Assistant Municipal Utilities Director

13. Department Head


Dave Siegel, Municipal Utilities Director

12. City Engineer

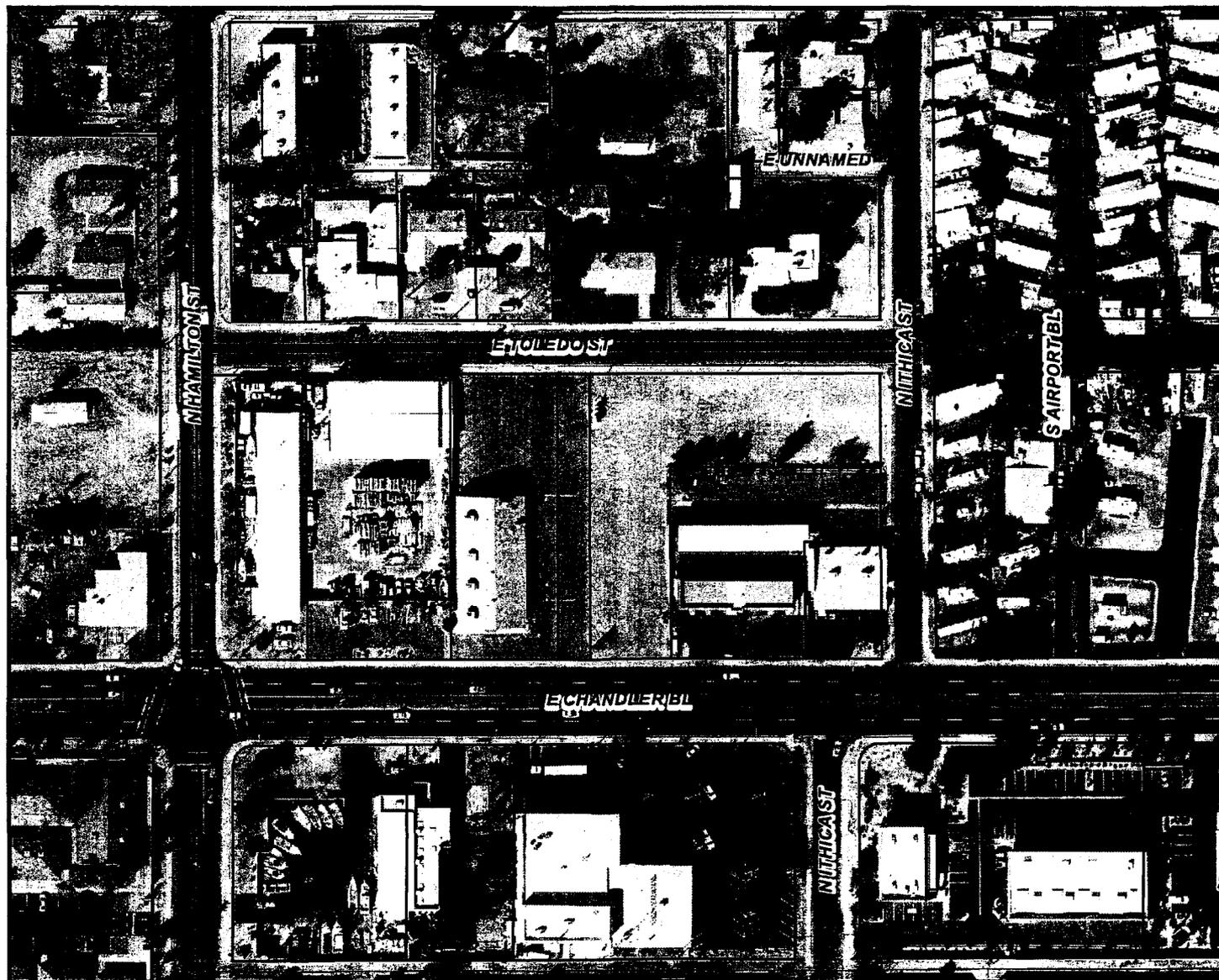

Sheina Hughes, Assistant Public Works
Director/City Engineer

14. City Manager


W. Mark Pentz
City Manager



WATER MAIN REPLACEMENTS PHASE III - PROJECT NO. WA0401-453



MEMO NO. CA10-004

— NEW SEWER LINE





Chandler Arizona

AMENDMENT NUMBER 1

Project Name: Construction Management Services for Water Main Replacements Phase III
Project No.: WA0401-453

This Amendment No. 1 to that certain Agreement Between the City Of Chandler (CITY) and Tri-Core Engineering, Inc., an Arizona Corporation for Construction Managements Services for Water Main Replacements Phase III dated June 9, 2008 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 Twenty One Thousand Five Hundred Fifty Six dollars, (\$21,556) for a total Contract Price not to exceed the sum of One Hundred Forty One Thousand Four Hundred Fifty Four dollars (\$141,454) of all payable in accordance with Exhibit B, attached hereto and incorporated herein by reference.
3. Section 4 of the above referenced Agreement is hereby amended by increasing the Contract Time by Two Hundred Twenty (220) days for a total Contract Time of Four Hundred Ninety (490) days from the original Notice to Proceed date to the anticipated end of construction.
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.

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

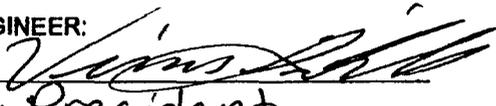
APPROVED AS TO FORM:

City Attorney by: 

ATTEST:

City Clerk

ENGINEER:

By: 

Title: President

ATTEST: (If corporation)

Secretary

WITNESS: (If Individual or Partnership)

SEAL

Amendment No. 1 cont.

Project No. WA0401-453

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

ORIGINAL CONTRACT AMOUNT	\$ 119,898
CURRENT CONTRACT PRICE PRIOR TO THIS AMENDMENT (Including previous amendments)	\$ 119,898
NET INCREASE / DECREASE (Resulting from this amendment)	\$ 21,556
REVISED CONTRACT PRICE (Including this amendment)	\$ 141,454
AMENDMENT PERCENTAGE (Of original contract price)	<u>18%</u>
CONTRACT TIME PRIOR TO THIS AMENDMENT (Including previous amendments)	270 (Days or Date)
NET INCREASE/DECREASE (Resulting from this amendment)	220 (Days or Date)
REVISED CONTRACT TIME (Including this amendment)	490 (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* _____
	Greater than 10% of Contract * X
*Including City Manager approved Amendments	
ORIGINAL CONTRACT COUNCIL DATE: 5/8/2008 ITEM NO.: 37, if applicable	
COUNCIL APPROVAL: _____ ITEM NO: _____, if applicable	

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 Specifications / Details and MAG Standards. Services for this Amendment shall include:

Survey & Base Maps

ENGINEER shall perform survey and prepare topographic and utility base maps for the following area:

- Along E. Toledo Street from N. Hamilton Street to N. Ithica Street and north and south on both N. Hamilton and N. Ithica for a distance of 100 feet.

Design and Plan Preparation

ENGINEER shall perform sewer line design and prepare construction plans for the following additional items:

- Design of a new 8" sewer line along E. Toledo Street, from N. Hamilton Street to N. Ithica Street and connecting therein to the existing 8" sewer line in Hamilton and/or the existing manhole in Ithica. Provide two 4" service lines extending from the new 8" sewer and to the south ROW line for future service to the two properties east of the existing building on the SE corner of E. Toledo Street and N. Hamilton Street.
- ENGINEER shall consider and analyze three options as part of this design work as follows:
 - Installing the 8" sewer line starting at the most westerly property 4" service line and connecting to the existing manhole in N. Ithica
 - Installing the 8" sewer line starting at the most easterly property 4" service line and connecting to the existing 8" sewer line in N. Hamilton
 - Installing two separate 8" sewer lines starting at both 4" service lines and connecting to both the existing manhole in N. Ithica and the existing 8" sewer line in N. Hamilton
- ENGINEER shall analyze the three options relative to slope, ease of connection, utility conflicts, pavement impacts, cost, etc. ENGINEER shall prepare a brief report to present the analysis, results and recommendations.
- ENGINEER shall include this design in the Phase III construction documents and revise the plans, cost estimate and Technical Provisions as required.
- ENGINEER shall submit only the revised Phase III construction documents and the new construction documents relative to the sewer to the city for review and not the entire Phase III set.
- ENGINEER shall submit these new sewer plans, and required sewer report to the Maricopa County Environmental Services Department for review and approval.

The 60%, 90% and Final Mylar submittals shall adhere to the following:

60% SUBMITTAL

This submittal shall consist of one review meeting with selected City staff members. The items to be reviewed at this meeting shall include:

1. The updated Engineer's construction cost estimate
2. The new sewer plan sheets and any revised plan sheets from the Phase III set.
3. The revised Technical Specifications with all changes/additions highlighted in yellow.

90% SUBMITTAL

ENGINEER shall incorporate all comments from the 60% review meeting into the 90% documents. This submittal shall include:

1. One copy of the updated Engineer's construction cost estimate
2. Ten (10) full size blue-line copies of the 90% plan sheets that will include only the new sewer sheets and any revised sheets from the Phase III set.
3. One copy of the revised Technical Specifications with all changes/additions highlighted in yellow.

FINAL CONSTRUCTION PLANS

ENGINEER shall incorporate all comments from the 90% review into the final documents. The ENGINEER shall deliver only the new sewer sheets and any revised sheets from the Phase III set, professionally sealed to the City for incorporation into the existing Phase III set of Mylars the City currently has in its possession. ENGINEER shall submit construction drawings on 24"x 36" 4-mil. Mylar sheets. Final Mylars shall be the property of the City. ENGINEER shall submit one original of the bid tabulation and cost estimate on 8 ½" x 11" sheets.

In addition to the original contract documents, the 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). ENGINEER shall return 90% redlined review plans to the City.

**EXHIBIT B
FEE**

TASK	Senior Project Manager \$18,000	Project Engineer \$10,000	Senior Civil Tech \$8,000	Word Processor \$49,000	Total Hours	Total Fee
GENERAL PROJECT TASKS - TOLEDO STREET						
GENERAL PROJECT TASKS						
Field Visits	4	4			8	\$1,044.00
Project Management	4			1	5	\$673.00
Utility Coordination	2	2	6	1	11	\$1,087.00
Tri-Core Design Team Meetings & Coord.	2	2	2		6	\$694.00
Coordination with City of Chandler Staff	8	3	2	1	14	\$1,784.00
SECTION TOTAL HRS	20	11	10	3	44	
SECTION TOTAL \$	\$3,120.00	\$1,166.00	\$860.00	\$147.00		\$5,293.00
ANALYSIS, DESIGN AND CONSTRUCTION DOCUMENTS						
PHASE III PRELIMINARY SERVICES						
Survey						\$3,200.00
Options Analysis, Recommendation and Report	2	16	12	2	32	\$3,122.00
Prepare 60% Sewer Plans and Revise Water Main Sheets	2	16	16		34	\$3,368.00
Quantities	1	2	2		5	\$538.00
Cost Estimate and Bid Tabulation	1	2	2		5	\$538.00
QA/QC	1	1	1		3	\$347.00
Prepare 90% Sewer Plans and Revise Water Main Sheets	4	8	8	2	22	\$2,250.00
Quantities	1	2	2		5	\$538.00
Cost Estimate and Bid Tabulation	1	2	2		5	\$538.00
QA/QC	1	1	1		3	\$347.00
SUBTOTAL	14	50	46	4	114	\$14,788.00
PHASE III FINAL SERVICES - TOLEDO STREET						
Final Plans	1	2	4	1	8	\$759.00
Quantities		1	1		2	\$191.00
Cost Estimate and Bid Tabulation		1	1		2	\$191.00
QA/QC	1	1	1		3	\$347.00
SUBTOTAL	2	5	7	1	15	\$1,488.00
SECTION TOTAL HRS	16	55	53	5	129	
SECTION TOTAL \$	\$2,496.00	\$5,775.00	\$4,658.00	\$246.00		\$13,175.00
PROJECT TOTAL HOURS	30	66	63	8	173	
PROJECT TOTAL COST	\$5,616.00	\$6,930.00	\$8,418.00	\$392.00		\$21,356.00

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: WA0401-453, CM Services Water Main Replacements Phase III		
Name (as listed in the contract): Tir-Core Engineering, Inc.		
Street Name and Number: 8840 E. Chaparral Rd., Ste. 150		
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): 7/7/09