



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA10-003**

1. Agenda Item Number:
31
2. Council Meeting Date:
July 30, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: July 10, 2009

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Approve Contract Amendment No. 1 in an amount not to exceed \$6,985 to the project agreement with Morrison-Maierle, Inc., for the Joint Water Treatment Plant (JWTP) Transmission Line, Project No. WA0901-201, for a revised contract total of \$61,825.

6. RECOMMENDATION: Staff recommends Council approve Contract Amendment No. 1 in an amount not to exceed \$6,985 to the project agreement with Morrison-Maierle, Inc., for the Joint Water Treatment Plant (JWTP) Transmission Line, Project No. WA0901-201, for a revised contract total of \$61,825.

7. BACKGROUND/DISCUSSION: Upon accepting water from the San Tan Vista plant in early June, staff identified some minor pipeline reconfigurations needed to properly transport water throughout the system. This contract provides for the additional design of approximately 30-feet of pipeline near the corner of Cooper and Germann Roads. Morrison-Maierle, Inc. is currently under contract to design a pipeline from Cooper and Germann to the City's Airport Water Production facility located at Airport Blvd and Ryan Road (see map).

8. EVALUATION PROCESS: Morrison-Maierle, Inc., was selected as the design consultant for the JWTP Transmission Line 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: \$6,985
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	Water Production Facility Improvements	FY 07/08	\$6,985

10. PROPOSED MOTION: Move that Council approve Contract Amendment No. 1 in an amount not to exceed \$6,985 to the project agreement with Morrison-Maierle, Inc., for the Joint Water Treatment Plant (JWTP) Transmission Line, Project No. WA0901-201, for a revised contract total of \$61,825.

ATTACHMENTS: Amendment, Location Map

APPROVALS

11. Requesting Department

13. Department Head


Robert Mulvey, Assistant Municipal Utilities Director


Dave Siegel, Municipal Utilities Director

12. City Engineer

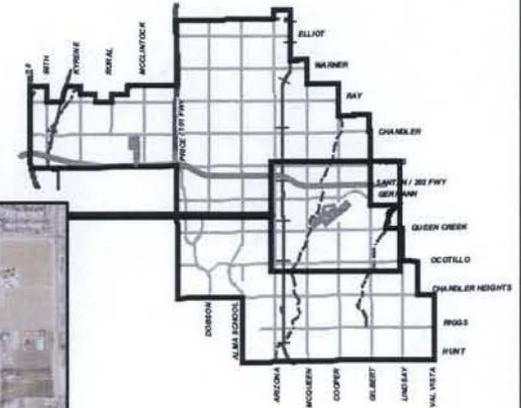
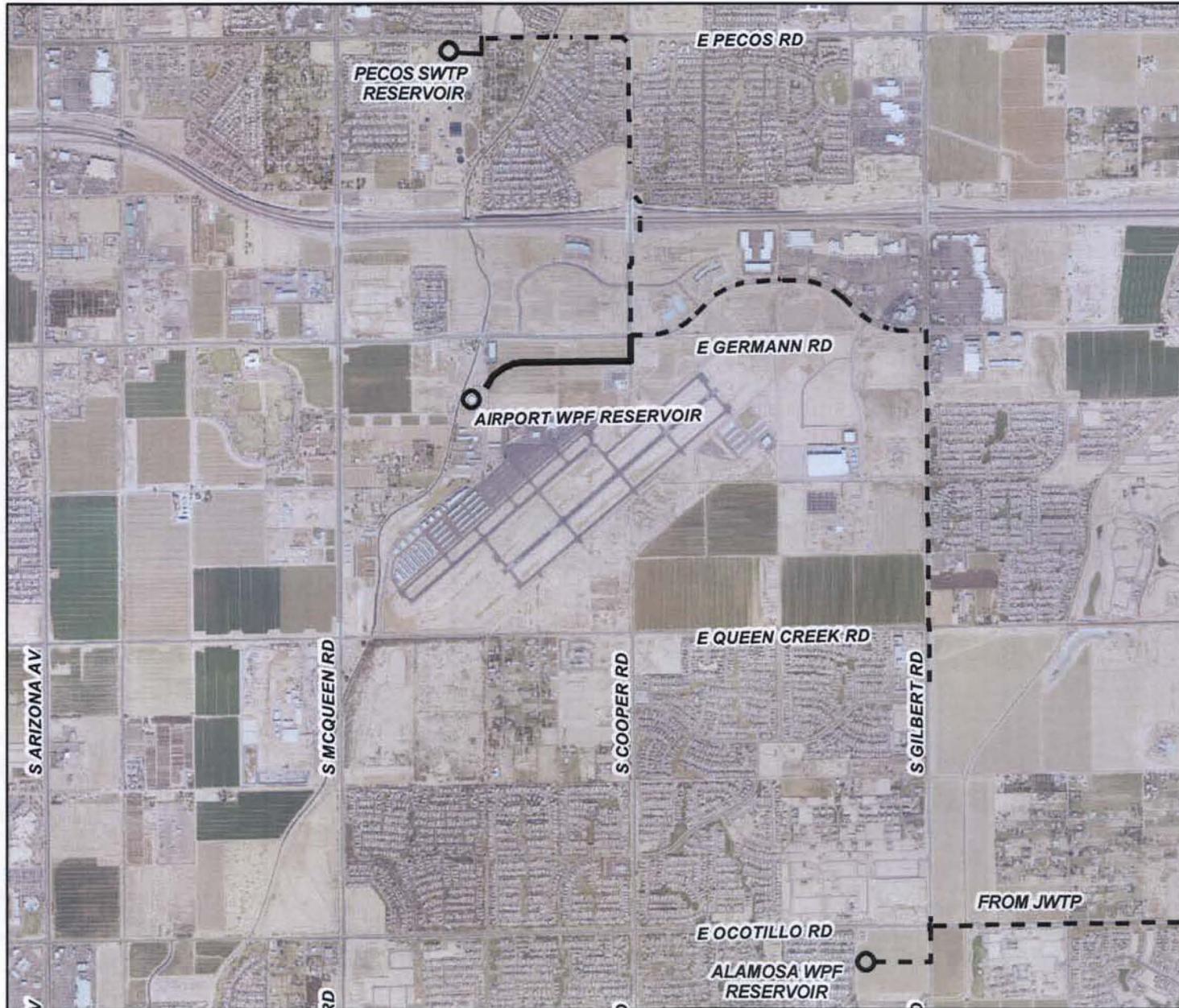
14. City Manager


Sheina Hughes, Assistant Public Works Director/
City Engineer


W. Mark Pentz



JWTP TRANSMISSION LINE PROJECT NO. WA0901-201



MEMO NO. CA10-003

-  PROPOSED TRANSMISSION MAIN
-  EXISTING TRANSMISSION MAIN





Chandler Arizona

AMENDMENT NUMBER 1
TO PROJECT AGREEMENT NO.: WA0901-201
PURSUANT TO ANNUAL CONTRACT NO.: EN0711-101

Project Name: Joint Water Treatment Plant Transmission Line
Project No.: WA0901-201

The City of Chandler (CITY) and Morrison-Maierle, Inc., an Arizona corporation, entered into an Annual Contract No. EN0711-101, dated September 4, 2007. Pursuant to this Annual Contract the parties entered into a Project Agreement dated September 29, 2008. This Amendment No. 1 to that certain Project Agreement between the City Of Chandler (CITY) and Morrison-Maierle, Inc., for Joint Water Treatment Plant Transmission Line 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 Six Thousand Nine Hundred Eighty Five dollars, (\$6,985) for a total Contract Price not to exceed the sum of Sixty One Thousand Eight Hundred Twenty Five dollars (\$61,825) 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 Ninety Six (196) days for a total Contract Time of Three Hundred Sixteen (316) 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.

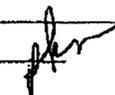
IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _____, 2009.

CITY OF CHANDLER:

By: _____

MAYOR Date

APPROVED AS TO FORM:

City Attorney by: 

ATTEST:

City Clerk

Keith Belden
ANNUAL CONSULTANT:

By: *Keith Belden*

Title: VP

ATTEST: (If corporation)

Burtia Perkins

Secretary

WITNESS: (If Individual or Partnership)

SEAL

Amendment No. 1 cont.

Project No. WA0901-201

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

ORIGINAL CONTRACT AMOUNT	\$ 54,840
CURRENT CONTRACT PRICE PRIOR TO THIS AMENDMENT (Including previous amendments)	\$ 54,840
NET INCREASE / DECREASE (Resulting from this amendment)	\$ 6,985
REVISED CONTRACT PRICE (Including this amendment)	\$ 61,825
AMENDMENT PERCENTAGE (Of original contract price)	<u>12.7%</u>
CONTRACT TIME PRIOR TO THIS AMENDMENT (Including previous amendments)	1/31/09 (Days or Date)
NET INCREASE/DECREASE (Resulting from this amendment)	196 days (Days or Date)
REVISED CONTRACT TIME (Including this amendment)	8/15/09 (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>1</u>	Requires Council Approval Greater than \$30,000* _____
	Greater than 10% of Contract * X
*Including City Manager approved Amendments	
ORIGINAL CONTRACT COUNCIL DATE: 9/25/08 ITEM NO.: 30, if applicable	
COUNCIL APPROVAL: _____ ITEM NO.: _____, if applicable	
CITY OF CHANDLER (Date & Name of Owner Dept. verbal approval): <u>6/26/09, John Knudson</u>	

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

EXHIBIT A
SCOPE OF WORK

This contract amendment covers the preparation of additional Design Plans, Specifications, and Bid Documents for the separation of a 16-inch east/west running potable water line from a north/south running 30-inch transmission main. These two water lines are currently interconnected at a cross that lies under the north half of the Germann and Cooper intersection. The north/south running 30-inch water line shall be separated to become a dedicated low pressure transmission main (the Joint Water Treatment Plant Transmission Main) and the 16-inch water line shall remain part of the distribution system that supplies water demand and fire flow to the Chandler Airport area. In order to be fully effective, the 16-inch water line must be disconnected from the 30-inch transmission main and must run continuous through the intersection. This contract amendment also covers the bore and jacking of the 20-inch transmission line under the 30-inch RWCD irrigation line on Cooper Road just south of the Germann intersection.

The General Scope of Work consists of:

- Designing the disconnection of the 16-inch water line from the 30-inch water line.
- Plugging the 16-inch legs of the cross at the 30-inch water line in order to place the 30-inch transmission main back into service.
- Connecting the 16-inch line on east and west sides of the 30-inch line in order for it to run continuously through the intersection.
- Modifying the existing plans to accommodate a bore and jack of a 40-inch casing sleeve under a 30-inch RWCD irrigation lateral
- Coordinating potholing for the entire JWTP Transmission Line in Airport Blvd. project

ANNUAL CONSULTANT shall:

- Inventory the project site
- Review record drawings of area improvements
- Obtain utility location drawings from private utility servers who have facilities in the area, including but not limited to electricity, phone, cable TV, gas, and irrigation
- Photo log the existing conditions of the project area.
- Incorporate topographic survey data, roadway AutoCAD electronic design files, geotechnical investigation data, and any preliminary utility design data completed for the Airport Boulevard relocation project into the construction drawings. This information shall be provided by the CITY.
- Design these improvements in accordance with the City's Technical Design Manual #1 – Water System Design and the City's Standard Specifications and Details.
- Prepare construction drawings in AutoCAD format compatible with City of Chandler CADD technology using City layering standards. The drawing format shall be 24 inches x 36 inches sheet size. It is estimated that one (1) additional plan sheet shall be required, as follows for the disconnection of the 16-inch water line from the 30-inch transmission main:

Plan and Profile Sheet

1 sheet (W-6)

The bore and jack revisions shall be included in the existing Sheet W-5.

- Coordinate potholing for the entire project. Actual potholing work is not part of this contract.
- Provide complete specifications in CSI format to include technical specifications, bidding documents, and special provisions.
- Have one review meeting with the City's Municipal Utilities Department at the 90 percent stage for the 16-inch/30-inch disconnection.
- Meet with the Maricopa County Environmental Services Department (MCESD) and resubmit final design documents for an Approval to Construct. Any fees associated with this resubmittal shall be the responsibility of the CITY.
- Submit design documents to the City for review at 100 percent stage in conjunction with the 100 percent review of the original portions of the project.
- Submit design documents to applicable utility companies for review at 100 percent stage.
- Incorporate all comments and/or corrections received from the reviewing entities into final design documents.
- Update the Opinion of Probable Cost accordingly for Project bidding upon completion of final bid documents.
- Prepare updated traffic control details on 11" x 17" sheets and specifications, to incorporate into the final bid set, for work in the Cooper/Germann intersection.

**EXHIBIT B
FEE SCHEDULE**

Task	Proj. Prncpl	Super. Eng. II	---hours---					CADD Proj Tech Coord	Total Labor Dollars
			Super. Eng. I	Eng. P.E.	Eng. E.I.T.	2 Man Survey	Sr. Eng Tech.		
Site Visit & Inventory									
Base CADD Maps									
Addtnl Topo Survey									
Plan/Profile-16/30 Disconnect		3				20		\$2,565.00	
Plan/Profile-RWCD Bore & Jack		2				3		\$625.00	
Specifications		1				2		\$365.00	
City Meeting & Submittals		2				1	1	\$480.00	
Utility Submittal		1				2	3	\$560.00	
MCESD Meeting & Submit		2				1	1	\$480.00	
Comment Incorporation		1				2		\$365.00	
Final Plans & Specs									
Traffic Control Dwgs/Plans		1				2		\$365.00	
Opinion of Probable Cost		1				2		\$365.00	
Bidding Assistance									
Quality Assurance Review	1							\$200.00	
Potholing Coordination		3						\$465.00	
Manhour Totals	1	17				35	5	\$6,835.00	

LABOR COSTS

Category

Category	Hours	Contract Hourly Rate	Hours X Hourly Rate = Cost
Proj. Principal	1	\$200.00	200.00
Supervising Engineer II	17	\$155.00	2635.00
Supervising Engineer I		\$135.00	
Proj. Engineer, P.E.		\$120.00	
Proj. Engineer, E.I.T.	35	\$105.00	3675.00
2 Man Survey Crew & Equip.		\$150.00	
Sr. Engineer Tech		\$100.00	
Eng./CADD Tech		\$80.00	
Project Coordinator	5	\$65.00	325.00
	58		
Labor Costs			\$6,835.00

OTHER DIRECT COSTS

Item	Quantity	Unit	Rate	Cost
Survey Equipment		Hrs.	\$40.00	
Vehicle Expense	77	Mi	\$0.65	50.00
Aircraft Exp/Private-Commercial		Trip	\$400.00	
PerDiem - Room & Meals		Man Days	\$100.00	
Printing	1	Copies	\$50.00	50.00

Freight/Postage		Each	\$25.00	
Photographs/Maps		Each	\$25.00	
Project Supplies	1	Cost	\$50.00	50.00
Subconsultant		Cost	1.15	
Subconsultant		Cost	1.15	
			<hr/>	
Expenses				\$150.00

TOTAL FEE \$6,985.00

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.

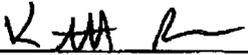
By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Project Number/Division: WA0901-201, Joint Water Treatment Plant Transmission Line		
Name (as listed in the contract): Morrison-Malerle, Inc.		
Street Name and Number: 1275 W Washington St., Ste. 108		
City: Tempe	State: AZ	Zip Code: 85281

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: Keith Belden

Title: V P

Date (month/day/year): 07/13/09