



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
MEMO NO. CA10-050**

**1. Agenda Item Number:**

**21**

**2. Council Meeting Date:**  
September 24, 2009

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** August 26, 2009

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Public Works

**5. SUBJECT:** Approval of Contract Amendment No. 1 in the amount of \$49,665 to the design services contract with PB Americas, Inc. for the Transportation Master Plan Update, Project No. ST0701-101, for a revised contract total of \$349,406.

**6. RECOMMENDATION:** Staff recommends that Council approve Contract Amendment No. 1 in the amount of \$49,665 to the design services contract with PB Americas, Inc. for the Transportation Master Plan Update, Project No. ST0701-101, for a revised contract total of \$349,406.

**7. BACKGROUND/DISCUSSION:** This contract amendment will allow for the supplementary engineering design costs associated with the additional scope of work to modify the Future Conditions Report to identify existing and planned improvements, future roadway and transit needs. In addition, the plan will incorporate revised recommendations to meet anticipated growth based on the current City of Chandler Capital Improvement Plan along with revising the short-, mid- and long-term recommendations.

**8. EVALUATION PROCESS:** PB Americas, Inc. was selected in accordance with established City policies and procedures. Council awarded the engineering services contract on June 28, 2007.

**9. FINANCIAL IMPLICATIONS:**

Cost:

Total Design Contract:		\$299,741
Contract Amendment No. 1: (16.0%)		\$ 49,665
Revised Contract Amount:		\$349,406

Savings: N/A

Long Term Savings: N/A

Fund Source:

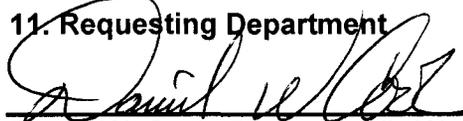
<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
411.3310.0.6517.10T319	GO Bonds	Transportation Plan Update	FY 09/10	\$49,665

**10. PROPOSED MOTION:** Move that Council approve Contract Amendment No. 1 in the amount of \$49,665 to the design services contract with PB Americas, Inc. for the Transportation Master Plan Update, Project No. ST0701-101, for a revised contract total of \$349,406, and authorize the Mayor to sign the contract documents.

**ATTACHMENTS:** Contract Amendment

**APPROVALS**

**11. Requesting Department**

  
Daniel W. Cook, Deputy Public Works Director

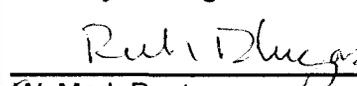
**13. Department Head**

  
R.J. Zeder, Public Works Director

**12. City Engineer**

  
Sheina Hughes, Assistant Public Works Director/City Engineer

**14. City Manager**

  
W. Mark Pentz



Chandler Arizona

AMENDMENT NUMBER 1

Project Name: Transportation Master Plan Update  
Project No.: ST0701-101

This Amendment No. 1 to that certain Agreement Between the City Of Chandler (CITY) and PB Americas, Inc., a New York corporation licensed to do business in Arizona, for Transportation Master Plan Update dated July 23, 2007 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 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 4, of the above referenced Agreement, is hereby; amended by increasing the total contract price by an amount not to exceed the sum of Forty Nine Thousand Six Hundred Sixty Five dollars, (\$49,665) for a total Contract Price not to exceed the sum of Three Hundred Forty Nine Thousand Four Hundred Six dollars (\$349,406) of all payable in accordance with Exhibit B, attached hereto and incorporated herein by reference.
3. Section 5 of the above referenced Agreement is hereby amended by increasing the Contract Time by Five Hundred Fifteen (515) days for a total Contract Time of Eight Hundred Eighty (880) 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

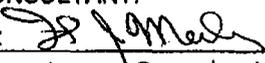
APPROVED AS TO FORM: \_\_\_\_\_

City Attorney by: 

ATTEST: \_\_\_\_\_

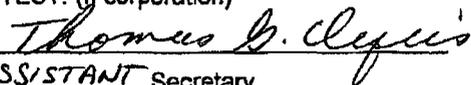
City Clerk

CONSULTANT:

By: 

Title: Vice President

ATTEST: (If corporation)

  
ASSISTANT Secretary

WITNESS: (If Individual or Partnership) \_\_\_\_\_

SEAL

Amendment No. 1 cont.

Project No. ST0701-101

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

<b>ORIGINAL CONTRACT AMOUNT</b>	<b>\$ 299,741</b>
<b>CURRENT CONTRACT PRICE PRIOR TO THIS AMENDMENT</b> (Including previous amendments)	<b>\$ 299,741</b>
<b>NET INCREASE / DECREASE</b> (Resulting from this amendment)	<b>\$ 49,665</b>
<b>REVISED CONTRACT PRICE</b> (Including this amendment)	<b>\$ 349,406</b>
<b>AMENDMENT PERCENTAGE</b> (Of original contract price)	<b><u>16%</u></b>
<b>CONTRACT TIME PRIOR TO THIS AMENDMENT</b> (Including previous amendments)	<b>365</b> (Days or Date)
<b>NET INCREASE/DECREASE</b> (Resulting from this amendment)	<b>515</b> (Days or Date)
<b>REVISED CONTRACT TIME</b> (Including this amendment)	<b>880</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>1</u>	Requires Council Approval Greater than \$30,000* <u>X</u>
	Greater than 10% of Contract * _____
*Including City Manager approved Amendments	
<b>ORIGINAL CONTRACT COUNCIL DATE: 6/28/2007ITEM NO.:38, if applicable</b>	
<b>COUNCIL APPROVAL: _____ITEM NO:_____, if applicable</b>	
<b>CITY OF CHANDLER (Date &amp; Name of Owner Dept. verbal approval): <u>R. J. Zeder, 8/28/09</u></b>	

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

EXHIBIT A  
SCOPE OF WORK

CONSULTANT shall provide services for the items below:

***Task 1: Modify Future Conditions Report***

Modified the Future Conditions Report to identify existing and planned improvements, future roadway and transit needs. Incorporate revised recommendations to meet anticipated growth based on the projected City Capital Improvement Plan. Short-, mid- and long-term recommendations shall also be revised for roadway and transit. In addition, a Bicycle and Pedestrian element shall be developed to identify important corridors to improve the mobility of pedestrians and bicyclists.

***Task 2: Project Management***

Project Management tasks include monitoring the completion of project deliverables, ensuring that an effective quality control process is followed and provides for regular communication with City staff regarding project progress and schedule.

***Task 3: Transportation Commission Presentation***

This task provides for the presentation of the Draft Future Conditions Report to the City of Chandler Transportation Commission. A PowerPoint presentation will be created and all necessary graphics and handouts will be produced.

***Task 4: Public Meeting***

The Draft Future Conditions Report will be presented to the community to share the recommendations for improving roadway movement, transit services and bicycle/pedestrian access. Consultant shall create a presentation, handouts and graphic boards for the event. Consultant shall summarize the event for inclusion into the Final Report.

***Task 5: Final Report Preparation***

This task provides for the creation of a Draft Final Report, Final Report and Executive Summary. The Final Report is a compilation of the Existing Conditions Report and Future Conditions Report, as well as the Public Meeting summaries.

***Task 6: Administration***

Administrative tasks include the preparation and processing of payment invoices and other documentation related to the project.

***Deliverables:*** Consultant shall provide a Draft Final Report, Final Report and Executive Summary. Consultant shall provide 10 full color and bound copies of the Draft Final Report, Final Report and Executive Summary. Consultant shall provide 5 CD's with electronic versions of the reports. The Executive Summary will be presented in the standard full-color format and will not exceed 12 pages.

EXHIBIT B  
FEE SCHEDULE

Remaining Project Tasks	Hours	Expenses	
Complete Future Conditions Report	75		
Project Management	25		
Commission Presentation	35	\$450	
Public Meeting	70	\$2,250	
Final Report Preparation	75	\$75	
Administration	7		
<b>Total Hours</b>	<b>287</b>		
<b>Hourly Rate (Avg.)</b>	<b>\$163.38</b>		
<b>Total Cost</b>	<b>\$46,890.06</b>	<b>\$2,775.00</b>	<b>\$49,665.06</b>

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.

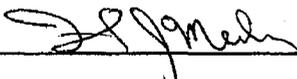
By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

<b>Project Number/Division: ST0701-101, Transportation Master Plan Update</b>
<b>Name (as listed in the contract): PB Americas, Inc</b>
<b>Street Name and Number: 1501 W. Fountainhead Parkway #400</b>
<b>City: Tempe                      State: AZ                      Zip Code: 85282</b>

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:** Frank J. Medina  
**Title:** Vice President  
**Date (month/day/year):** 9/11/09