



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA10-056**

1. Agenda Item Number:
40
2. Council Meeting Date:
September 24, 2009

TO: MAYOR & COUNCIL
THROUGH: CITY MANAGER

3. Date Prepared: September 4, 2009
4. Requesting Department: Public Works

5. SUBJECT: Approve a one (1) year extension to the existing contracts for engineering services with Gavan and Barker, Inc., Contract No. EN0723-101 in an amount not to exceed \$200,000.

6. RECOMMENDATION: Staff recommends Council approve a one (1) year extension to the existing contracts for engineering services with Gavan and Barker, Inc., Contract No. EN0723-101 in an amount not to exceed \$200,000.

7. BACKGROUND/DISCUSSION: Design of the projects within this Capital Improvement Program will require a wide range of expertise and experience. The City has greatly improved project delivery time and efficiency through the use of annual contracts with established design firms. These contracts will provide consulting services for a broad range of projects including studies, master plans, and design of Arts and Parks Facilities. Work will be rotated between the two firms based on their availability and expertise. The annual limits for the two firms were originally \$2,000,000 each in 2007. The combined annual limit for the two firms this year is \$600,000, of which \$166,290 is be used utilized. Based on the need for design flexibility, the use of the annual consultants last year, and anticipated projects for the upcoming year the annual limits for this extension have been set at \$200,000 each. Additionally, the contract for the third firm, Olsson Associates, Contract No. EN0722-101 is not being renewed at this time.

8. EVALUATION PROCESS: The consultant selection process was conducted in accordance with established City policies and procedures. On November 8, 2007, J2 Engineering and Environmental Design, LLC and Gavan and Barker, Inc. were awarded contracts for engineering services for park design services, No. EN0716-101 and EN0723-101, respectively. The consultant selection was conducted in accordance with established City policies and procedures. The existing standard billing rates, which were already very competitive, have been renegotiated. The overhead and profit margins of these two consultants are notably lower than typical historical and current rates for similar services from other consultants. Staff recommends the approval of one-year extensions to these annual contracts. This is the second extension of this contract; the extension of the contracts will run through November 8, 2010 with the option to renew for two additional years.

9. FINANCIAL IMPLICATIONS:
Cost: N/A
Fund Source: The owner/user department shall provide funding for each individual project requiring design services.

10. PROPOSED MOTION: Move that Council approve a one (1) year extension to the existing contracts for engineering services with Gavan and Barker, Inc., Contract No. EN0723-101 in an amount not to exceed \$200,000 and authorize the Mayor to sign contract documents.

ATTACHMENTS: Contract

APPROVALS

11. Requesting Department
William Fay
William Fay, Public Works Engineer

13. Department Head
R.J. Zeder
R.J. Zeder, Public Works Director

12. City Engineer
Sheina Hughes
Sheina Hughes, Assistant Public Works Director/City Engineer

14. City Manager
W. Mark Pentz
W. Mark Pentz

NOTICE OF EXERCISE OF OPTION TO EXTEND
ANNUAL CONTRACT FOR PARK DESIGN
PROJECT NUMBER EN0723-101

The City Council authorized the City of Chandler (hereinafter referred to as "CITY") and Gavan & Barker, Inc., an Arizona corporation, (hereinafter referred to as "ANNUAL CONSULTANT") to enter into an Annual Contract for Park Design (hereinafter referred to as "AGREEMENT"), which was approved by the City Council on November 8, 2007 and executed on November 21, 2007.

1. This AGREEMENT authorized CITY the option to extend this AGREEMENT for four one-year terms.
2. CITY hereby gives notice of the exercise of its option to extend the AGREEMENT for one year pursuant to the same terms and conditions as the AGREEMENT.
3. This Notice is hereby incorporated to the AGREEMENT and must be filed with the City Clerk's Office.
4. Section 20, of the above referenced Contract, is hereby; amended by adding additional language Required Compliance With Arizona Procurement Law described in more detail in Exhibit A attached hereto and incorporated herein by reference.
5. The total cost of work issued to the ANNUAL CONSULTANT by the City of Chandler will not exceed Two Hundred Thousand dollars (\$200,000).
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 hereto have executed this Agreement on the day and year first written above.

This Notice is hereby incorporated to the AGREEMENT and must be filed with the City Clerk's Office

This Notice is hereby signed and approved by CITY and ANNUAL CONSULTANT

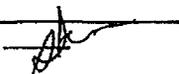
CITY OF CHANDLER

MAYOR Date

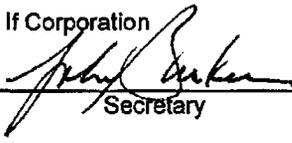
ENGINEER:

By: 
Title: PRESIDENT

APPROVED AS TO FORM:

City Attorney by: 

ATTEST: If Corporation


Secretary

ATTEST:

City Clerk

SEAL

WITNESS: (If individual or Partnership)

EXHIBIT A

REQUIRED COMPLIANCE WITH ARIZONA PROCUREMENT LAW

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. §35-397, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-397, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Sudan.

EXHIBIT A (cont.)

**Consultant Immigration Warranty
To Be Completed by Consultant Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the consultant and subconsultants 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.

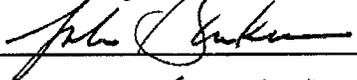
By completing and signing this form and attached Employee Verification Worksheet the Engineer/Annual Consultant shall attest that it and all subconsultants performing work under the cited State contract meet all conditions contained herein.

Project Number: EN0723-101		
Project Name: Annual Park Design		
Street Name and Number:		
City: Chandler	State: AZ	Zip Code:

I hereby attest that:

1. The Engineer/Annual Consultant 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 subconsultants 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 Engineer/Annual Consultant has identified all consultant and subconsultant 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 Engineer/Annual Consultant (Employer) or Authorized Designee:



Printed Name: JOHN BARKER

Title: VIC PRESIDENT/SECRETARY

Date (month/day/year): 9-10-09