



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA10-086**

1. Agenda Item Number: 25
2. Council Meeting Date: November 19, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: October 12, 2009

THROUGH: CITY MANAGER

4. Requesting Department: Public Works

5. SUBJECT: Approve Contract Amendment No. 2 in the amount of \$34,710 to Camp Dresser & McKee for the Pump Station at Thude Park, Project No. ST0708-201, for a revised contract total of \$121,975.

6. RECOMMENDATION: Staff recommends that Council approve Contract Amendment No. 2 in the amount of \$34,710 to Camp Dresser & McKee for the Pump Station at Thude Park, Project No. ST0708-201, for a revised contract total of \$121,975.

7. BACKGROUND/DISCUSSION: The western area of the drainage basin, Basin G, at Thude Park, on the southeast corner of Galveston Road and Price Road, has an area that does not drain, creating standing water. To address health concerns associated with standing water, a pump station needs to be designed and installed. The pump station will automatically operate when water is present and return to standby once water has been removed.

Due the need to keep the project within the available budget and coordination efforts with the Salt River Project (SRP) and Arizona Department of Transportation (ADOT) the project requires significant redesign. The work under this amendment will include redesign for a below ground pump station and new electrical service due to new location, elimination of energy dissipaters, and elimination of retaining walls. Work also includes a revised engineer's cost estimate, additional Value Engineering analysis, and some construction administration services.

8. EVALUATION: This consultant was selected in accordance with the City's selection process. The design fees have been evaluated by City staff and compared to historical design rates for similar projects.

9. FINANCIAL IMPLICATIONS:

Original Design Contract:	\$ 43,865	
Contract Amend. No. 1:	\$ 43,400	99% of original
Contract Amend. No. 2:	\$ 34,710	79% of original
Revised Total Contract Cost:	\$121,975	

Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
412.3310.000.6511.9ST291	GO Bonds - Stormwater	Misc. Storm Drain Imp.	FY08/09	\$34,710

10. PROPOSED MOTION: Move that Council approve Contract Amendment No. 2 in the amount of \$34,710 to Camp Dresser & McKee for the Pump Station at Thude Park, Project No. ST0708-201, for a revised contract total of \$121,975.

ATTACHMENTS: Location Map, Contract Amendment No. 2

APPROVALS

11. Requesting Department

13. Department Head

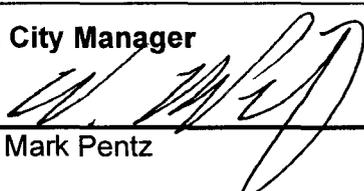
for 
Daniel W. Cook, Deputy Public Works Director


R.J. Zeder, Public Works Director

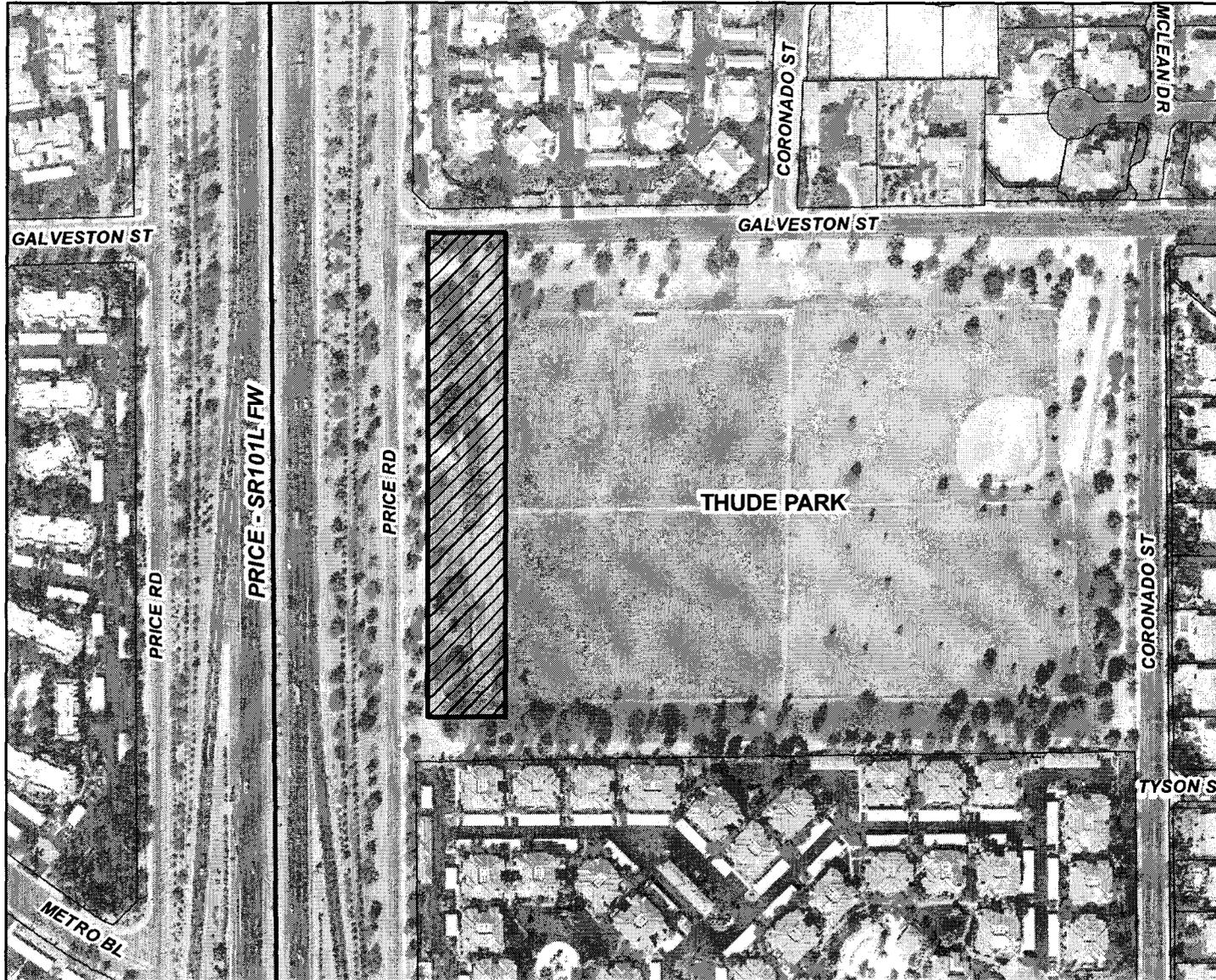
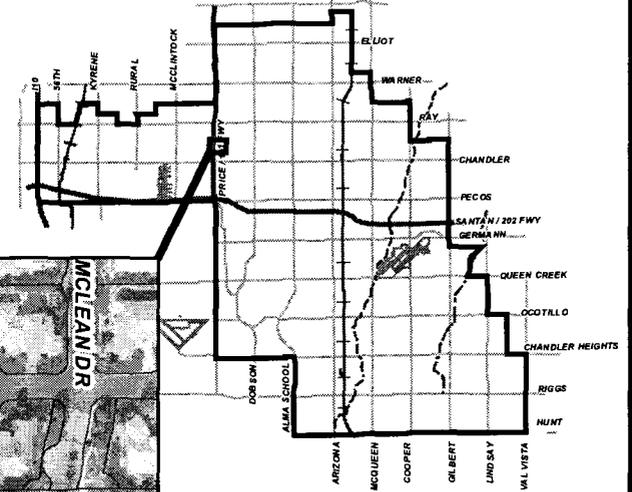
12. City Engineer

14. City Manager


Sheina Hughes, Assistant Public Works
Director/City Engineer


W. Mark Pentz

PUMP STATION AT THUDE PARK PROJECT NO. ST0708-201



MEMO NO. CA10-086

 PROJECT AREA





Chandler Arizona

AMENDMENT NUMBER 2

Project Name: Pump Station at Thude Park
Project No.: ST0708-201

This Amendment No. 2 to that certain Agreement Between the City Of Chandler (CITY) and Camp, Dresser & McKee, incorporated in the State of Massachusetts, licensed to do business in Arizona, for Pump Station at Thude Park dated April 18, 2007 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 Thirty Four Thousand Seven Hundred Ten dollars, (\$34,710) for a total Contract Price not to exceed the sum of One Hundred Twenty One Thousand Nine Hundred Seventy Five dollars (\$121,975) of all payable in accordance with Exhibit B, attached hereto and incorporated herein by reference.
3. 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.

- 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

ENGINEER:
By: John Douglas Hohn
Title:

ATTEST: (If corporation)
Marlene M McKenzie
Secretary

WITNESS: (If Individual or Partnership)

SEAL



Amendment No. 2 cont.

Project No. ST0708-201

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

ORIGINAL CONTRACT AMOUNT		<u>\$ 43,865</u>
CURRENT CONTRACT PRICE PRIOR TO THIS AMENDMENT (Including previous amendments)		<u>\$ 87,265</u>
NET INCREASE / DECREASE (Resulting from this amendment)		<u>\$ 34,710</u>
REVISED CONTRACT PRICE (Including this amendment)		<u>\$ 121,975</u>
AMENDMENT PERCENTAGE (Of original contract price)		<u>79%</u>
CONTRACT TIME PRIOR TO THIS AMENDMENT (Including previous amendments).		<u>455</u> (Days or Date)
NET INCREASE/DECREASE (Resulting from this amendment)		<u>550</u> (Days or Date)
REVISED CONTRACT TIME (Including this amendment)		<u>1,005</u> (Days or Date)
THIS AMENDMENT No. _____	Does not Require Council Approval: Less than \$30,000*	<u> </u>
	More than \$30,000 but less than 10% of Contract*	<u> </u>
THIS AMENDMENT No. <u>2</u>	Requires Council Approval Greater than \$30,000*	<u>X</u>
	Greater than 10% of Contract *	<u>X</u>
*Including City Manager approved Amendments		
ORIGINAL CONTRACT COUNCIL DATE: <u>3/22/07</u> ITEM NO.: <u>31</u> , if applicable		
COUNCIL APPROVAL: _____ ITEM NO.: _____, if applicable		
CITY OF CHANDLER (Date & Name of Owner Dept. verbal approval): <u>Daniel Cook, 10/9/09</u>		

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

EXHIBIT A SCOPE OF WORK

Engineer shall perform the following additional scope of work:

Task 1 – Construction Cost Opinion Update

ENGINEER shall revise the opinion of construction cost to reflect current unit prices and construction market conditions:

- Contingency shall be reduced from 10% to 0%
- Field & home office overhead shall be reduced from 15% to 5%
- The profit margin shall be reduced from 10% to 5%
- Update unit costs

Task 2 – Design Revisions

ENGINEER shall provide the following services:

1. Attend one pre-final design submittal meeting to coordinate and review with the City prior to submitting the final design documents. Also attend meetings with the ADOT staff to coordinate ADOT's pedestrian bridge design.
2. Provide design services to include the following additional items:
 - 2.1 Remove the concrete/shotcrete from the spillway and energy dissipaters as shown on the detailed design drawings and replace with riprap.
 - 2.2 Modify detailed design electrical drawings and specifications associated with the installation of a new below ground pump station and the installation of a new electrical service. Relocate the pump station electrical local control panel (LCP) to a position where a retaining wall shall not be needed. As discussed during the telephone conference of September 9, the LCP shall be located above the basin high water mark and near the new SRP electrical services.
 - 2.3 Eliminate the structural retaining wall, which was required to access the local control panel, from the detailed design drawings.
 - 2.4 Revise the opinion of construction cost to account for the modifications in items 2.1, 2.2, and 2.3. Revisit the cost estimate mark-up factors and unit costs based on the current construction market.
 - 2.5 Evaluate the following VE ideas for constructability and potential construction cost savings:
 - Eliminate one pump (and associated electrical and ancillary equipment) in the duplex pump station so that one pump is capable of pumping 100% of the design flow (500 GPM), without redundancy.
 - Revisit pumping flow and horsepower design criteria. Evaluate whether a smaller pump motor size is feasible.
 - Review the soil cut and fill requirements to verify if they balance and determine if there is value in potential excess soils.
 - Verify if diameter of discharge pipes can be reduced without adversely impacting the necessary pump motor horsepower.
 - ENGINEER shall provide the results of the evaluation to the City for review. City shall decide if any of these should be incorporated as additional revisions to the design.

- 2.6 ENGINEER shall prepare a revised set of project documents and submit them as a "95%" design for City review. ENGINEER shall incorporate City review comments into a "100%" set of final bid documents, sealed by an Arizona P.E.

Task 3 –Construction Phase Services

ENGINEER shall provide the following specific assistance after Bid Services, during the Construction Phase Services of the Thude Park Pump Station Project:

- 3.1 The ENGINEER shall issue written clarifications and interpretations of the Contract Document requirements. Clarifications and interpretations efforts are based upon maximum of 40 hours at 1 hr per Request For Information (RFI) review on average.
- 3.2 ENGINEER shall review and process shop drawings and other submittals for conformance with the requirements of the Contract Documents submittal. The Engineer shall promptly process submittals in accordance with the requirements of the Specifications. Submittal review efforts are based upon a maximum of two (2) reviews per submittal.
- 3.3 ENGINEER shall establish a construction document control system to facilitate the monitoring of submittals and correspondence generated during the life of the project. The construction document control system shall include submittal and shop drawings log, and correspondence and interpretation log that shall be capable of generating reports to verify that paperwork is processed in a timely manner.

Exclusions:

ENGINEER's construction phase services shall not include scheduling procedures and critical milestones, payment procedures, change order and time extension procedures, coordination of utilities beyond those specifically identified and/or beyond response to submittals and/or RFIs, safety and emergency procedures, storage of materials and special work activities or conditions, site visits, and record drawing maintenance and submission requirements.

**EXHIBIT B
FEE SCHEDULE**

Tasks	Proj Dir	PM	Sr Mech Eng	Mech Eng	Civil. Eng	Sr Electr. Eng	Electr. Eng	Tech	Admin	Cost Estimator	Hr/Task	Labor	Task
	\$200	\$150	\$140	\$110	\$110	\$175	\$110	\$85	\$65	\$155			
1	Construction Cost Opinion Update												
1.1		4	4							12	20	\$3,020.00	\$3,020.00
2.1	5	8	8			2			2		25	\$3,800.00	\$3,800.00
2.2	2	10	8		16	8	8	40	2		94	\$10,590.00	\$10,590.00
2.3		2	2		2	4	2		8		20	\$2,240.00	\$2,240.00
2.4		8	8		8	8	4		2		38	\$5,170.00	\$5,170.00
3.1		2	2	24	8	2	8		2		48	\$5,460.00	\$5,460.00
3.2		2	2	8	10	2	8	6	2		40	\$4,430.00	\$4,430.00
Subtotal	7	36	34		44	26	30	46	18	12	285	\$34,710.00	
PROJECT TOTAL													\$34,710.00

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: ST0708-201, Pump Station at Thude Park		
Name (as listed in the contract): Camp, Dresser & McKee, Inc.		
Street Name and Number: 4835 E. Cactus Rd, Suite 360		
City: Phoenix	State: AZ	Zip Code: 85254

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:

John Douglas Kobrick

Printed Name: John Douglas Kobrick

Title: Associate Client Services Manager

Date (month/day/year): 10/27/2009