



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA10-094**

1. Agenda Item Number: 26
2. Council Meeting Date: November 19, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: October 27, 2009

THROUGH: CITY MANAGER

4. Requesting Department: Public Works

5. SUBJECT: Approve Contract Amendment No. 1 in the amount of \$8,287 to Lee Engineering L.L.C. for the Chandler Boulevard Fiber Cable Installation, Project No. ST0814-201, for a revised contract total of \$37,867.

6. RECOMMENDATION: Staff recommends that Council approve Contract Amendment No. 1 in the amount of \$8,287 to Lee Engineering L.L.C. for the Chandler Boulevard Fiber Cable Installation, Project No. ST0814-201, for a revised contract total of \$37,867.

7. BACKGROUND/DISCUSSION: This project will install Fiber Optic Cable for transportation communication along the south side of Chandler Boulevard from Delaware Street to Gilbert Road. The scope of the work will replace sections of existing copper cable with fiber optics cable and extend or add new segments of fiber optic cable to help complete the Regional Communication Network (RCN). This project will also utilize federal closeout money for construction. As a result of approval to use federal closeout funding late in design, additional revisions of the plans and specifications were required to ensure conformance to federal requirements.

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:	\$29,580	
Contract Amend. No. 1:	\$8,287	28% of original
Revised Total Contract Cost:	\$37,867	

Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
411.3310.0000.6517.9ST649	GO Bonds	Chandler Blvd Fiber Cable Installation	FY08/09	\$8,287

10. PROPOSED MOTION: Move that Council approve Contract Amendment No. 1 in the amount of \$8,287 to Lee Engineering L.L.C. for the Chandler Boulevard Fiber Cable Installation, Project No. ST0814-201, for a revised contract total of \$37,867.

ATTACHMENTS: Location Map, Contract Amendment No. 1

APPROVALS

11. Requesting Department

13. Department Head

DW Cook
Daniel W. Cook, Deputy Public Works Director

RJ Zeder
R.J. Zeder, Public Works Director

12. City Engineer

14. City Manager

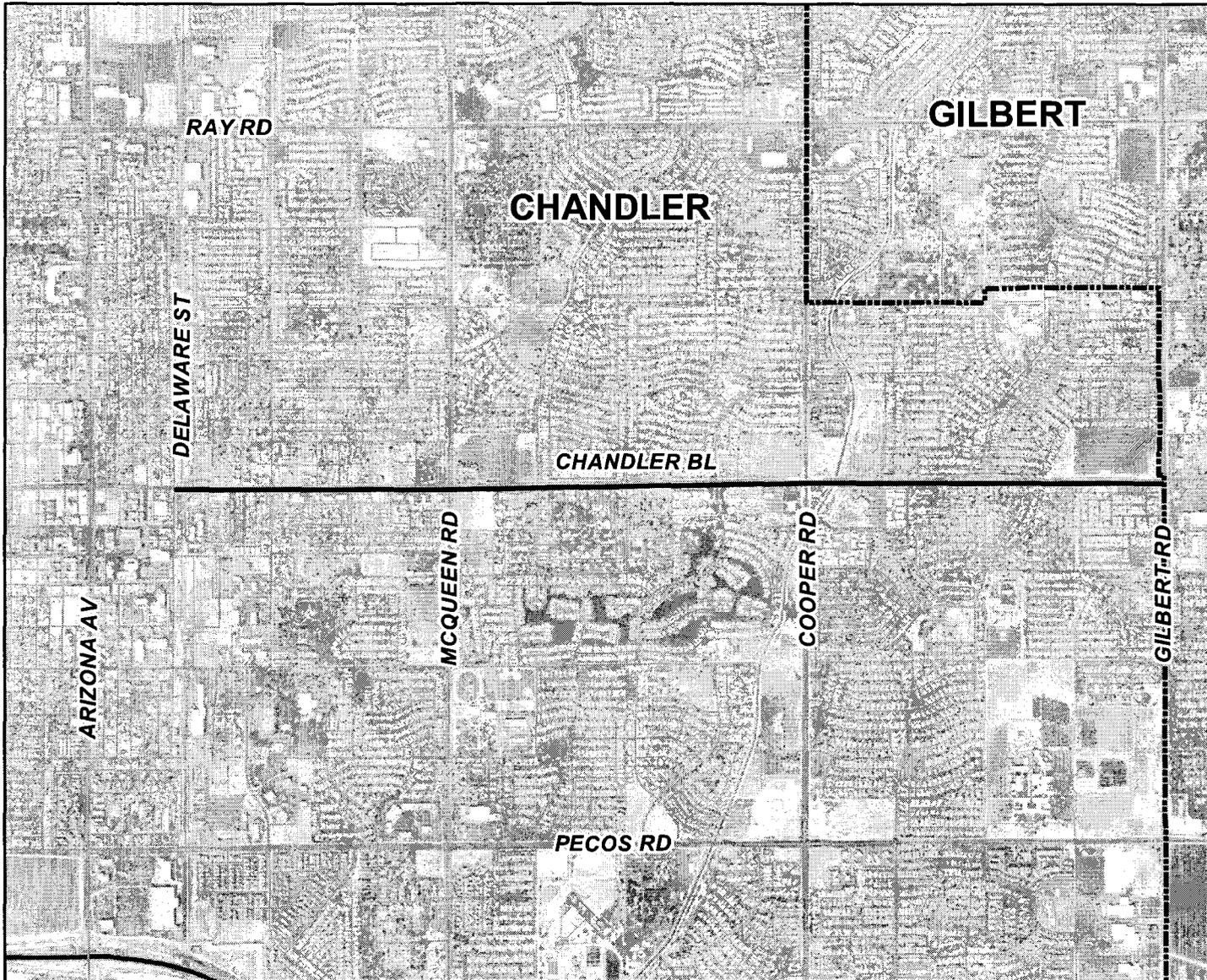
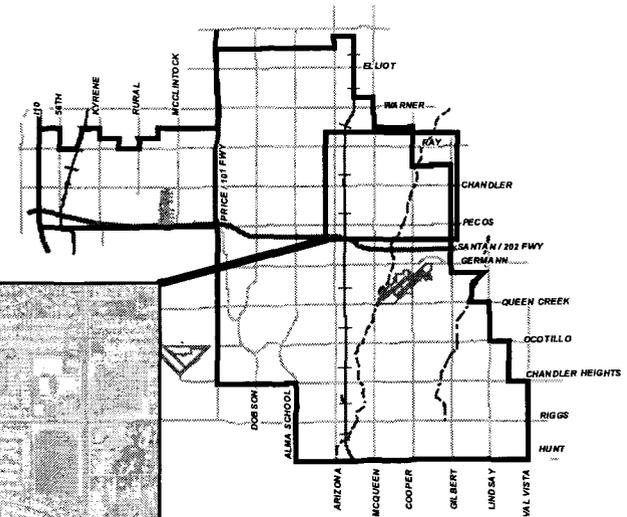
Sheina Hughes
Sheina Hughes, Assistant Public Works Director/City Engineer

W. Mark Pentz
W. Mark Pentz



Chandler • Arizona

CHANDLER BLVD FIBER INSTALL PROJECT NO. ST0814-201



MEMO NO. CA10-094

-  PROJECT AREA
-  CITY LIMITS

PROJECT AREA IS THE SOUTH SIDE OF CHANDLER BLVD, FROM THE SOUTHEAST CORNER OF DELAWARE ST TO THE SOUTHEAST CORNER OF GILBERT ROAD.





Chandler Arizona

AMENDMENT NUMBER 1

Project Name: Chandler Boulevard Fiber Cable Installation
Project No.: ST0814-201

This Amendment No. 1 to that certain Agreement between the City Of Chandler (CITY) and Lee Engineering L.L.C., licensed in the state of Arizona, for Chandler Boulevard Fiber Cable Installation dated 13, May, 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 Eight Thousand Two Hundred Eighty Seven Dollars (\$8,287) for a total Contract Price not to exceed the sum of Thirty Seven Thousand Eight Hundred Sixty Seven Dollars (\$37,867) 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: *[Signature]*

ATTEST:

City Clerk

ENGINEER:

By: *[Signature]*

Title: *Principal*

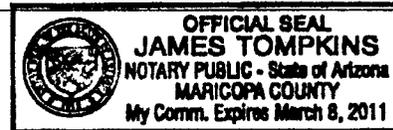
ATTEST: (If corporation)

James Tompkins

Secretary

WITNESS: (If Individual or Partnership)

SEAL



Amendment No. 1 cont.

Project No. ST0814-201

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

ORIGINAL CONTRACT AMOUNT	<u>\$ 29,580</u>
CURRENT CONTRACT PRICE PRIOR TO THIS AMENDMENT (Including previous amendments)	<u>\$ 29,580</u>
NET INCREASE / DECREASE (Resulting from this amendment)	<u>\$ 8,287</u>
REVISED CONTRACT PRICE (Including this amendment)	<u>\$ 37,867</u>
AMENDMENT PERCENTAGE (Of original contract price)	<u>28 %</u>
CONTRACT TIME PRIOR TO THIS AMENDMENT (Including previous amendments)	<u>60</u> (Days or Date)
NET INCREASE/DECREASE (Resulting from this amendment)	<u>525</u> (Days or Date)
REVISED CONTRACT TIME (Including this amendment)	<u>585</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>1</u>	Requires Council Approval Greater than \$30,000* <u> </u>
	Greater than 10% of Contract * <u>X</u>
*Including City Manager approved Amendments	
ORIGINAL CONTRACT COUNCIL DATE: <u>N/A</u> ITEM NO.: <u>N/A</u>, if applicable	
COUNCIL APPROVAL: _____ ITEM NO: _____, if applicable	
CITY OF CHANDLER (Date & Name of Owner Dept. verbal approval): <u>Daniel Cook</u>	

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

EXHIBIT A SCOPE OF WORK

ENGINEER shall perform the following additional services:

Task 1 – Preparation of Federal Low Bid Construction Documents

Development of construction plans, technical specifications or special provisions, bid schedule, and ENGINEER's estimate for biddable construction plans, suitable for Federally Funded project. This task includes the additional level of effort and design changes to convert the plans from a Job Order Contracting (JOC)/constructible set of construction documents to a low bid federal construction set of construction documents. It also includes work associated to make sure that the construction documents are in compliance with federal guidelines for a project of this type, such as inclusion of certified payroll and reporting requirements in specifications. Technical specifications or special provisions to be 8 ½" X 11" documents shall include required provisions issued by ADOT for Federally funded projects in addition to technical provisions for items to be furnished by the contractor and/or others and shall include appropriate professional seals and signatures. Moreover, work shall account for any additional level of effort required to ensure that construction documents comply with Federal, State, City, County, and utility bluestake permitting and construction requirements, such as encroachment permits and utility clearance requirements. This work includes the addition of additional template bore profiles and utility information to plans. As a result, the plan set size and numbers of sheets have increased from the original 8 sheets as appropriate to meet CITY and Federal requirements. ENGINEER shall also incorporate technical specifications or special provisions with the CITY's "front-end" preapproved construction bid documents that include contract and general conditions and electronic equipment technical specifications and/or special provisions provided by separate CITY consultant, RJ Engineering. Technical Specifications or special provisions already on the current plans stamped and sealed 7/23/09 shall not be transferred to new prepared technical specifications or special provisions.

Task 2 – Obtaining Supplemental Aerials and Property Information

Obtain aerials to design and show existing conditions on project plans to more accurately design and show existing conditions on project plans to supplement CITY supplied aerials. Obtaining and shifting property file information from various sources to create a composite for the design plans. Original CITY provided aerials were not to sufficient detail for project needs as was clarified in original contract.

Conduct a comprehensive collection, review, and incorporation of CITY "as-built" plans and county information including right-of-way, parcel ownership, and property information onto plans. Plans to plot and map utilities as verified from field and historical information, as well as property information required by utility review. Deliverable to be included on current plans

Task 3 – Additional Plan Submittals and Coordination Meetings

Preparing and providing additional 95% preliminary, 100% preliminary, 100% not for construction, submittals, in addition to original preliminary 60% plans and Final construction plans packages. Submittal shall incorporate information provided by RJ Engineering and CITY for electronic equipment and splicing details. Final Submittal to the CITY shall include at minimum of 8 full size plan sets, 2 half size plan sets, and electronic PDF plan sets with appropriate professional seals and signatures. Final submittal shall include one Mylar Cover sheet with appropriate professional seals and signatures, electronic PDF file of construction documents, and AutoCAD project files.

Provide additional coordination meetings, as necessary, with the CITY, other agencies such as Town of Gilbert and Maricopa County, and utilities companies as necessary to review and finalize plans. Although, no additional meetings are anticipated beyond those that have already occurred.

Clarifications:

Final completion of plans is contingent upon receipt of equipment and project requirements provided by the CITY and by other consultant RJ Engineering. ENGINEER shall coordinate project plans and services with work being performed by RJ Engineering.

Review of bids, review of submittals, and review and response to Requests for Information (RFI), and participation and attendance of construction meeting, as needed, at beginning, intermediate, and final completion of project are already included as part of the Task 3 - Post Design Services of original contract.

**EXHIBIT B
FEE SCHEDULE**

Task Description	PM		ITS Designer		CADD		Total	
	Hrs	\$221.17	Hrs	\$147.45	Hrs	\$88.47	Hrs	
1 Prepare Federal Low Bid Construction Documents	10	\$ 2,212	22	\$ 3,244	20	\$1,769	52	\$7,225
2 Obtain Supplemental Aerials		\$ -		\$ -	2	\$ 177	2	\$ 177
3 Additional Plan Submittals and Coordination Meetings	4	\$ 885		\$ -		\$ -	4	\$ 885
Total								\$8,287

**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.

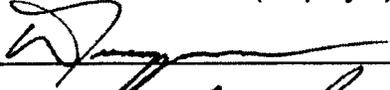
By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Project Number/Division: ST0814-201
Name (as listed in the contract): Lee Engineering L.L.C
Street Name and Number: 3033 N. 44 th Street
City: Phoenix State: AZ Zip Code: 85018

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: DAVE BERGERON

Title: PRINCIPAL

Date (month/day/year): 10/26/09