

Staff Summary Report



Council Meeting Date: 2/19/09

Agenda Item Number: _____

SUBJECT: Request approval of addenda with Quality Testing, L.L.C., Ricker Atkinson McBee Morman & Associates, Inc., and Ninyo & Moore Geotechnical Consultants, Inc. for twelve month extensions of the contract terms to perform materials testing and related services.

DOCUMENT NAME: 20090219PWTG02 ENGINEERING ADMINISTRATION (803-02)

SUPPORTING DOCS: Yes.

COMMENTS: Total cost for each addendum is \$50,000, which will increase the original amount of each contract from \$350,000 to \$400,000.

PREPARED BY: Theresa Galindo, Acting Engineering Contract Administrator (x8518)

REVIEWED BY: Andy Goh, Deputy PW Manager/City Engineer (x8896)

APPROVED BY: Glenn Kephart, Public Works Manager (x8205)

LEGAL REVIEW BY: Judi Morgan, Assistant City Attorney (x8227)

FISCAL NOTE: The funds for materials testing are provided from two sources. Testing of construction associated with private development and utility permits are charged to operating budget cost center 3222. The materials testing cost associated with Capitol Improvement projects are charged to each individual CIP project for which testing is required. Each of the three materials testing contracts funding for these contract addenda will be provided from each C.I.P. project for which each job order is performed.

RECOMMENDATION: Approve an addendum with each of the materials testing contractors.

ADDITIONAL INFO: Staff originally used a qualifications based selection process, including conducting a site visit, to determine which testing labs best meet the current and future needs of the City. Considering the diversity of construction and maintenance projects in the City, and the differing areas of expertise of the labs being evaluated, three firms were selected for this on-call service.

The original contract terms permitted two possible twelve-month contract extensions. This will be the second contract extension.

Quality Testing, L.L.C., Ricker Atkinson McBee Morman & Associates, Inc., and Ninyo & Moore, Geotechnical Consultants, Inc. were originally selected by a qualifications based selection process pursuant to A.R.S. § 34-603.



CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

ADDENDUM NO. 2
TO CONTRACT (C2007-23) FOR
PROFESSIONAL SERVICES FOR ON-CALL MATERIALS TESTING

PROJECT NO. 3221-6659

PROJECT NAME: ON-CALL MATERIALS TESTING AND RELATED SERVICES

This Addendum No. 2 (“Addendum”) is made and entered into on the 19th day of February, 2009, by and between the City of Tempe, an Arizona municipal corporation (“City”), and Quality Testing, L.L.C., an Arizona limited liability company (“Consultant”).

R E C I T A L S:

- A. The parties hereto entered into that certain Contract for Professional Services on or about February 15, 2007 and Addendum No. 1 on or about February 7, 2008 (“Contract”), defining certain rights and obligations between the parties in order to provide on-call materials testing and related services.
- B. The parties desire to further define their respective rights and obligations with respect to the period of service, Consultant’s compensation, non-discrimination and legal compliance.
- C. The parties intend that the following sections shall be integrated into the Contract in place of the former similarly identified section, if any, and that this Addendum be given the full force and effect of law as the Contract.

Now therefore, in consideration of the mutual promises and covenants as more particularly set forth below, the parties do hereby amend the Contract to read as follows:

I. Contract Term. The Contract shall be extended for an additional twelve (12) months, as described in Exhibit "A" attached hereto and incorporated herein by this reference. Consultant shall proceed with the work immediately upon execution of this Addendum and all services shall be completed by February 15, 2010.

II. Contract Price. For services described herein, the method of payment shall be payment by installments based on the hourly rates established in the original Contract. The original Contract amount not to exceed \$300,000.00 plus the Addendum No. 1 amount not to exceed \$50,000.00 shall be increased by \$50,000.00, which shall constitute payment in full for all labor, equipment, materials and supplies needed to perform these services.

Cost Analysis: Professional Services

Initial Contract Amount	\$300,000.00
Previous Addenda	\$50,000.00
This Addendum	\$50,000.00
 NEW CONTRACT AMOUNT	 \$400,000.00

III. Non-Discrimination and Legal Compliance. City is an equal opportunity, affirmative action employer. Consultant hereby covenants that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, national origin,

physical or mental disability, age, gender or veteran status. Consultant covenants and agrees that it will comply in all respects with the applicable provisions of the Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, and any other applicable state and federal statutes, as amended to the extent applicable, governing equal opportunity. Consultant agrees to post hereinafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this clause.

In addition, Consultant agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Arizona Fair and Legal Employment Act, including any amendments thereto, along with all laws, rules and regulations attendant thereto. Consultant acknowledges that a breach of this warranty is a material breach of this Contract and Consultant is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all Consultants, subconsultants and sub-subconsultants performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Consultant. Consultant hereby agrees to indemnify, defend and hold

City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

Consultant represents and warrants to City that neither Consultant nor any affiliate or representative of Consultant (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order No. 13224, 66 Fed.Reg. 49079 (“Order”); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s); (iii) is engaged in activities prohibited in the Order; or (iv) has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering. In addition, Consultant certifies that it does not have a scrutinized business operation in either Iran or Sudan.

IV. All other provisions of the original Contract where not inconsistent with this Addendum shall remain binding on the parties hereto.

[SIGNATURE PAGE TO FOLLOW]

On-Call Materials Testing and Related Services
Project No. 3221-6659

DATED this _____ day of _____, 2009.

CITY OF TEMPE, ARIZONA

By: _____
Mayor

By: _____
Public Works Manager

ATTEST:

Recommended By:

City Clerk

Deputy PW Manager/City Engineer

REVIEWED BY:

City Attorney

CONSULTANT warrants that the person who is signing this Agreement on behalf of CONSULTANT is authorized to do so and to execute all other documents necessary to carry out the terms of this Agreement.

CONSULTANT
Quality Testing, L.L.C.

By: _____
Name

Title

Federal I.D. No./Social Security No.

Certified to be a true and exact copy.

Karen M. Fillmore
Records Specialist

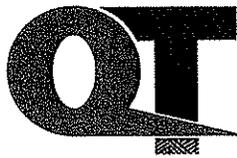


EXHIBIT A

Quality Testing, LLC

Construction Materials Testing, Inspection & Geotechnical Services

We Make Quality Our Business

OFFICE: (480)496-2000 • FAX: (480)496-2001 • www.qt-az.com

City of Tempe
Public Works Engineering Division
P.O. Box 5002 / 31 E. 5th St
Tempe, AZ 85281
Attention: Larry Fosholt

November 21, 2008

**Re: Request for Contract Extension
On-Call Materials Testing & Related Services
Tempe Project No. 3221-6659**

Dear Mr. Fosholt:

City of Tempe Project No. 3221-6659, consists of an agreement between the City of Tempe and Quality Testing, LLC (QT) for providing On-Call Materials Testing and Related Services. The original agreement was dated February 15, 2007 and defined a service period of one year. In January of 2008, Addendum No. 1 of that same project established a new end date of February 28, 2009.

As the end of 2008 approaches, QT is hereby requesting that another addendum be issued to extend our service period for another year. In light of the current economic environment, and to show good faith toward the City of Tempe, we are not requesting any increase from our current contract rates. We will continue to provide services at the rates included as EXHIBIT A on the hereinbefore referenced Addendum No. 1. Such rates became effective February 2008 and are still in affect for this contract.

Please let me know if and when an extension is processed. I appreciate your consideration of this matter.

Thank you.

Sincerely,

Doug Lattin, PE
Quality Testing, LLC
Vice President



LF
by [signature]



CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

ADDENDUM NO. 2
TO CONTRACT (C2007-24) FOR
PROFESSIONAL SERVICES FOR ON-CALL MATERIALS TESTING

PROJECT NO. 3221-6659

PROJECT NAME: ON-CALL MATERIALS TESTING AND RELATED SERVICES

This Addendum No. 2 (“Addendum”) is made and entered into on the 19th day of February, 2009, by and between the City of Tempe, an Arizona municipal corporation (“City”), and Ricker Atkinson McBee Morman & Associates, Inc., an Arizona corporation (“Consultant”).

RECITALS:

- A. The parties hereto entered into that certain Contract for Professional Services on or about February 15, 2007 and Addendum No. 1 on or about February 7, 2008 (“Contract”), defining certain rights and obligations between the parties in order to provide on-call materials testing and related services.
- B. The parties desire to further define their respective rights and obligations with respect to the period of service, Consultant’s compensation, non-discrimination and legal compliance.

C. The parties intend that the following sections shall be integrated into the Contract in place of the former similarly identified section, if any, and that this Addendum be given the full force and effect of law as the Contract.

Now therefore, in consideration of the mutual promises and covenants as more particularly set forth below, the parties do hereby amend the Contract to read as follows:

I. Contract Term. The Contract shall be extended for an additional twelve (12) months, as described in Exhibit "A" attached hereto and incorporated herein by this reference. Consultant shall proceed with the work immediately upon execution of this Addendum and all services shall be completed by February 15, 2010.

II. Contract Price. For services described herein, the method of payment shall be payment by installments based on the hourly rates established in the revised fee schedule in Exhibit "A" attached hereto and incorporated herein by this reference. The original Contract amount not to exceed \$300,000.00 plus the Addendum No. 1 amount not to exceed \$50,000.00 shall be increased by \$50,000.00 which shall constitute payment in full for all labor, equipment, materials and supplies needed to perform these services.

Cost Analysis: Professional Services

Initial Contract Amount	\$300,000.00
Previous Addenda	\$50,000.00
This Addendum	\$50,000.00

NEW CONTRACT AMOUNT \$400,000.00

III. Non-Discrimination and Legal Compliance. City is an equal opportunity, affirmative action employer. Consultant hereby covenants that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, national origin, physical or mental disability, age, gender or veteran status. Consultant covenants and agrees that it will comply in all respects with the applicable provisions of the Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, and any other applicable state and federal statutes, as amended to the extent applicable, governing equal opportunity. Consultant agrees to post hereinafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this clause.

In addition, Consultant agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Arizona Fair and Legal Employment Act, including any amendments thereto, along with all laws, rules and regulations attendant thereto. Consultant acknowledges that a breach of this warranty is a material breach of this Contract and Consultant is subject to penalties for violation(s) of this provision, including termination of this Contract. City

retains the right to inspect the documents of any and all Consultants, subconsultants and sub-subconsultants performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Consultant. Consultant hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

Consultant represents and warrants to City that neither Consultant nor any affiliate or representative of Consultant (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order No. 13224, 66 Fed.Reg. 49079 (“Order”); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s); (iii) is engaged in activities prohibited in the Order; or (iv) has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering. In addition, Consultant certifies that it does not have a scrutinized business operation in either Iran or Sudan.

IV. All other provisions of the original Contract where not inconsistent with this Addendum shall remain binding on the parties hereto.

[SIGNATURE PAGE TO FOLLOW]

On-Call Materials Testing and Related Services
Project No. 3221-6659

DATED this _____ day of _____, 2009.

CITY OF TEMPE, ARIZONA

By: _____
Mayor

By: _____
Public Works Manager

ATTEST:

Recommended By:

City Clerk

Deputy PW Manager/City Engineer

REVIEWED BY:

City Attorney

CONSULTANT warrants that the person who is signing this Agreement on behalf of CONSULTANT is authorized to do so and to execute all other documents necessary to carry out the terms of this Agreement.

CONSULTANT
Ricker Atkinson McBee Morman &
Associates, Inc.

By: _____
Name

Title

Federal I.D. No./Social Security No.

Certified to be a true and exact copy.

Karen M. Fillmore
Records Specialist

EXHIBIT A



R·A·M·M

RICKER • ATKINSON • McBEE • MORMAN & ASSOCIATES, INC.

Geotechnical Engineering • Construction Materials Testing

City of Tempe
Engineering Division
P.O. Box 5002
Tempe, Arizona

November 21, 2008

Attention: Andy Goh, P.E.
Deputy Public Works Manager/City Engineer

Ricker Atkinson McBee Morman and Associates, Inc. has appreciated the opportunity to provide Materials Testing Services to the City of Tempe during the past year. In accordance with the provisions of our contract, at this time we would like to request a contract extension of one additional year. At this time we would also request an adjustment to the current Fee Schedule, utilizing the rates included in the attached Proposed Fee Schedule.

We are proud of our involvement in the City's construction quality control program and look forward to working with Tempe staff during the next contractual period.

Respectfully submitted,

RICKER ATKINSON MCBEE MORMAN & ASSOCIATES, INC.

Shawn C. Morman, E.I.T.
Vice President

/scm

LF
by CAH



Ricker • Atkinson • McBee • Morman & Associates, Inc.
Geotechnical Engineering • Construction Materials Testing
2105 S. Hardy Drive, Suite 13, Tempe, AZ 85282-1924
Telephone (480) 921-8100 • Facsimile (480) 921-4081

City of Tempe On-Call Materials Testing and Related Services
PROPOSED FEE SCHEDULE

ENGINEERING

Project Engineer/Manager \$ 80.00 /hour

FIELD SAMPLING AND TESTING

Engineering Technician \$ 46.00 /hour

Senior Engineering Technician (ATTI, ACI, NICET Level III) \$ 52.00 /hour

Asphalt Coring Equipment \$ 26.00 /hour

SPECIAL INSPECTIONS

Foundation Excavations \$ 58.00 /hour

Structural Masonry, Reinforced Concrete, Reinforcing Steel (ICC) \$ 58.00 /hour

Post-Tensioned Slabs - Layout and Stressing (PTI) \$ 58.00 /hour

LABORATORY TESTING

Concrete, Grout & Mortar:

Molds, Curing, Capping, Testing \$ 15.00 /each

Concrete Masonry Units:

Unit Weight, Absorption, Net Area (ASTM C140 - set of 3) \$ 185.00 /each

Compressive Strength (ASTM C140 - set of 3) \$ 155.00 /each

Masonry Prisms:

UngROUTED \$ 85.00 /each

Grouted \$ 105.00 /each

Asphalt Concrete:

Bitumen Content & Gradation \$ 125.00 /each

Marshall Density (3-point) \$ 105.00 /each

Rice Maximum Density \$ 105.00 /each

Core Density & Thickness \$ 40.00 /each

Soil and Aggregate:

Standard Proctor Density (ASTM D698/AASHTO T99) \$ 85.00 /each

Modified Proctor Density (ASTM D1557/AASHTO T180) \$ 105.00 /each

Sieve Analysis \$ 50.00 /each

Minus 200 Wash \$ 35.00 /each

Plasticity Index \$ 50.00 /each

Swell Potential \$ 60.00 /each

Sand Equivalent \$ 70.00 /each

Fractured Faces \$ 70.00 /each

Video Inspection

CCTV Inspection, 8"-12" Pipe \$ 0.52 /each

CCTV Inspection, 15"-21" Pipe \$ 0.64 /each

CCTV Inspection, 24" and above Pipe \$ 0.75 /each

Hydrovac \$ 155.00 /hour



LF
max
GUY



CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

ADDENDUM NO. 2
TO CONTRACT (C2007-25) FOR
PROFESSIONAL SERVICES FOR ON-CALL MATERIALS TESTING

PROJECT NO. 3221-6659

PROJECT NAME: ON-CALL MATERIALS TESTING AND RELATED SERVICES

This Addendum No. 2 (“Addendum”) is made and entered into on the 19th day of February, 2009, by and between the City of Tempe, an Arizona municipal corporation (“City”), and Ninyo & Moore, Geotechnical Consultants Inc., an California corporation (“Consultant”).

RECITALS:

- A. The parties hereto entered into that certain Contract for Professional Services on or about February 15, 2007 and Addendum No. 1 on or about February 7, 2008 (“Contract”), defining certain rights and obligations between the parties in order to provide on-call materials testing and related services.
- B. The parties desire to further define their respective rights and obligations with respect to the period of service, Consultant’s compensation, non-discrimination and legal compliance.

C. The parties intend that the following sections shall be integrated into the Contract in place of the former similarly identified section, if any, and that this Addendum be given the full force and effect of law as the Contract.

Now therefore, in consideration of the mutual promises and covenants as more particularly set forth below, the parties do hereby amend the Contract to read as follows:

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II. Contract Price. For services described herein, the method of payment shall be payment by installments based on the hourly rates established in the original Contract. The original Contract amount not to exceed \$300,000.00 plus the Addendum No. 1 amount not to exceed \$50,000.00 shall be increased by \$50,000.00, which shall constitute payment in full for all labor, equipment, materials and supplies needed to perform these services.

Cost Analysis: Professional Services

Initial Contract Amount	\$300,000.00
Previous Addenda	\$50,000.00
This Addendum	\$50,000.00

NEW CONTRACT AMOUNT \$400,000.00

III. Non-Discrimination and Legal Compliance. City is an equal opportunity, affirmative action employer. Consultant hereby covenants that it shall not

discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, national origin, physical or mental disability, age, gender or veteran status. Consultant covenants and agrees that it will comply in all respects with the applicable provisions of the Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, and any other applicable state and federal statutes, as amended to the extent applicable, governing equal opportunity. Consultant agrees to post hereinafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this clause.

In addition, Consultant agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Arizona Fair and Legal Employment Act, including any amendments thereto, along with all laws, rules and regulations attendant thereto. Consultant acknowledges that a breach of this warranty is a material breach of this Contract and Consultant is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all Consultants, subconsultants and sub-subconsultants performing work and/or services relating to the Contract to ensure

compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Consultant. Consultant hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

Consultant represents and warrants to City that neither Consultant nor any affiliate or representative of Consultant (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order No. 13224, 66 Fed.Reg. 49079 (“Order”); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s); (iii) is engaged in activities prohibited in the Order; or (iv) has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering. In addition, Consultant certifies that it does not have a scrutinized business operation in either Iran or Sudan.

IV. All other provisions of the original Contract where not inconsistent with this Addendum shall remain binding on the parties hereto.

[SIGNATURE PAGE TO FOLLOW]

On-Call Materials Testing and Related Services
Project No. 3221-6659

DATED this _____ day of _____, 2009.

CITY OF TEMPE, ARIZONA

By: _____
Mayor

By: _____
Public Works Manager

ATTEST:

Recommended By:

City Clerk

Deputy PW Manager/City Engineer

REVIEWED BY:

City Attorney

CONSULTANT warrants that the person who is signing this Agreement on behalf of CONSULTANT is authorized to do so and to execute all other documents necessary to carry out the terms of this Agreement.

CONSULTANT
Ninyo & Moore, Geotechnical Consultants Inc.

By: _____
Name

Title

Federal I.D. No./Social Security No.

Certified to be a true and exact copy.

Karen M. Fillmore
Records Specialist

EXHIBIT A

Ninyo & Moore

Geotechnical and Environmental Sciences Consultants

November 24, 2008

Mr. Larry Fosholt
City of Tempe
31 East Fifth Street
Tempe, Arizona 85281

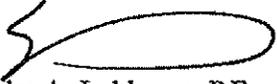
Subject: Request for Extension on Master Services Agreement
On-Call Materials Testing and Related Services
Project Number: 3221-6659

Dear Mr. Fosholt:

Per your request, Ninyo and Moore is submitting this letter to extend our on-call Materials Testing and Related Services contract with the City of Tempe for another year. This extension would be in addition to the previous extension dated February 15, 2008 provided by the City of Tempe and would allow for services to be provided through the end of 2009. All terms, conditions, and pricing of Addendum No. 1 dated February 15, 2008 will be upheld.

If you need additional information, please let me know.

Respectfully submitted,
NINYO & MOORE


Sandra A. Lohkamp, P.E.
Senior Engineer


Eric C. Zite
Principal/Director of Construction Services

SAL/EZ/hle

Distribution: (1) Addressee

LF
my call