

RESOLUTION NO. 2953

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AMENDMENT #1 OF THE CONTRACT ON THE C.C. CRAGIN RESERVOIR WATER TREATMENT PLANT DESIGN AND POST DESIGN SERVICES PROJECT ORIGINALLY IDENTIFIED AS PENSTOCK PHASE 007 WITH SUNRISE ENGINEERING, INC. (“CONTRACTOR”), AND THE TOWN OF PAYSON, AN ARIZONA MUNICIPAL CORPORATION, (“TOWN”).

WHEREAS, pursuant to A.R.S. § 9-240 (A) and (B), the Town Council shall have control of the finances of the municipal corporation and shall appropriate money and provide for the payment of its debts and expenses; and

WHEREAS, pursuant to A.R.S. § 9-240 (B)(6), the Town Council shall also have power to provide the Town with water, to construct public wells, cisterns and reservoirs in the streets and other public and private places within the town and beyond the limits thereof and to supply the same with pumps and conducting pipes or ditches; and

WHEREAS, pursuant to A.R.S. § 9-571 (A), the Town may construct, acquire from a willing seller or improve a wastewater treatment facility, drinking water facility or nonpoint source project with monies borrowed from or financial assistance provided by the water infrastructure finance authority of Arizona (“WIFA”); and

WHEREAS, the Town of Payson has and will be using funds provided under WIFA Loans as may be applicable to fund the project; and

WHEREAS, the TOWN officially approved a CDR on December 13th, 2012 to enter into the Original Agreement with **SUNRISE ENGINEERING, INC.** under the scope of work for the Raw Water Penstock Construction Post Design Services; and

WHEREAS, the TOWN desires to approve **Amendment #1** to revise the scope of work to show the phased project construction and to increase the contract amounts due to the additional duration of construction and added services; and

WHEREAS, the TOWN agrees to pay **CONTRACTOR** an additional **\$116,000.00** for the work specified in the revised scope of work enumerated in Exhibit A and identified as the **C.C. CRAGIN RAW WATER SUPPLY PROJECT PENSTOCK POST DESIGN SERVICES**; and

NOW, THEREFORE, THE MAYOR AND COUNCIL OF THE TOWN OF PAYSON, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:

Prepared by Town of Payson Legal Department

HMF:dkk August 31, 2016 (2:41PM)

O:\Civil\Resolutions\2900s\2953 C.C. Cragin Amendment 1 w Sunrise Engineering.doc

SEP 15 2016 G. |

PAYSON, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:

Section 1: That Amendment #1 to the Original **C.C. CRAGIN RAW WATER SUPPLY PROJECT CONTRACT** with **SUNRISE ENGINEERING, INC.** c/o Gregory D. Potter, 414 **S. Beeline Highway, Suite 1, Payson, Arizona 85541** is approved and authorized in the additional amount of **\$116,000.00**.

Section 2: That Kenny J. Evans, Mayor of the Town of Payson, is authorized to execute the Contract amendment in substantially the form attached hereto as Exhibit A.

Section 3: That the Town and the Town Manager are authorized to take such other and further actions as may be necessary or appropriate to carrying out the intent of this Resolution.

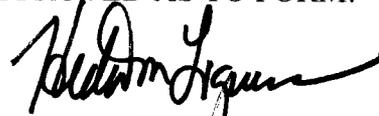
PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF PAYSON, ARIZONA, this 15th day of September, 2016, by the following vote:

AYES _____ NOES _____ ABSTENTIONS _____ ABSENT _____

Kenny J. Evans, Mayor

ATTEST:

APPROVED AS TO FORM:



Silvia Smith, Town Clerk

Hector M. Figueroa, Town Attorney

Exhibit A

to Resolution 2953

(Amendment 1 to C.C. Cragin/Sunrise Engineering, Inc. Agreement)

	Contract Amendment #1 SEI Project #04420.001	
	C.C. Cragin Reservoir Water Supply Project Water Treatment Plant Design & Post Design Services	

**AMENDMENT TO AGREEMENT FOR
 CC CRAGIN RAW WATER SUPPLY PROJECT
 PENSTOCK POST DESIGN SERVICES**

Project No.: 04420.001

Amendment #1 dated September 1, 2016 is subject to the terms and conditions of the original agreement dated December 14th 2012, between the Town of Payson (Client) and Sunrise Engineering, Inc. (Engineer), and adds the following services:

Summary of Changes in this Amendment: Revise the scope of work for the Raw Water Penstock Construction Post Design Services to show the phased construction for the project and increase the contract amounts due to the additional duration of construction.

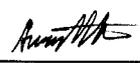
Compensation for these added services, Sunrise Engineering, Inc., shall be compensated in accordance with the fees and compensation types shown in the attached Scope of Services.

This Agreement shall be governed by the laws of the state where the services are provided.

TOWN OF PAYSON
 303 N. Beeline Highway
 Payson, AZ 85541

SUNRISE ENGINEERING, INC.
 414 S. Beeline Highway, Suite 1
 Payson, AZ 85541

By: _____

By:  _____

Title: _____

Title: Principal/Vice President

Date: _____

Date: 8-29-16

	Contract Amendment #1 SEI Project #04420.001	
	C.C. Cragin Reservoir Water Supply Project Water Treatment Plant Design & Post Design Services	

AMENDMENT DESCRIPTION:

The scope of work outlined in the original contract for Phase 0007 – Raw Water Penstock Post Design Services included the provision that the construction for the Raw Water Penstock would be accomplished in one bidding package with one general contractor for a total construction period of 18 months. The individual tasks, scope and fees reflect this in the contract. Subsequently, the Town desired to divide the construction of the penstock into two separate phases (Phase 1 and Phase 2) with a construction duration of 9 months (270 calendar days) for each per phase. This created the requirement of duplication of efforts for items such as bidding, pre-construction meetings, contract close-out and lost efficiency with the requirement of coordinating with two contractors rather than only one.

The Phase 1 Notice to Proceed (start of construction) was August 3, 2015. A 270 calendar day construction period would set the end of construction at April 30, 2016. During the course of construction, the contractor was granted contract extensions to August 17, 2016 until substantial completion was granted. This exceeded the original construction schedule by 3.5 months. These contract extensions were required for a variety of reasons which included paving of Houston Mesa Road, addition of full width road restoration on FS32 & Control road and additional waterline bypass/replacement in Box Elder Lane.

The purpose of this amendment is two-fold. First, it establishes individual budgets for each of the Phase 0007 Tasks for each construction phase of the Penstock. Second, it provides for additional budget for the construction extension to account for the additional 3.5-month construction period in Phase 1. Below is a summary table of the proposed contract budget phasing and net increase to the contract.

Phase 0007 - Raw Water Penstock Post Design Services

Task	Scope of Work Item	Original Contract Amounts		Construction Phasing		Proposed Contract Amounts	
		(No Phasing)					
001	Bidding	\$	27,800	Phase 1	\$	27,800.00	
				Phase 2	\$	6,900.00	
002	Construction Administration	\$	283,200	Phase 1	\$	153,600.00	
				Phase 2	\$	133,150.00	
003	Construction Observation	\$	592,900	Phase 1	\$	392,000.00	
				Phase 2	\$	306,450.00	
004	Record Drawings	\$	26,100	Phase 1	\$	13,050.00	
				Phase 2	\$	13,050.00	
Original Total		\$	930,000	Revised Total		\$	1,046,000
Net Phase 0007 Contract Increase						\$	116,000

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Upon approval of this amendment individual billing phases (0007 and 0008) and tasks (001 thru 004) will be established for each of the proposed contract amounts shown above. Future billing will be in accordance with the Phases and Tasks outlined above.

SCOPE OF WORK CONDITIONS & EXCLUSIONS

- A. The scope of work for this contract is limited to the items listed above. If additional items are added to the contract, they will be performed in accordance with rates & fees shown in Exhibit A.
- B. Reproduction, mileage and travel costs shall be billed as a reimbursable expense in addition to the contract cost in accordance with the rates and fees shown in Exhibit A.
- C. The fee schedules shown in Exhibit A can be revised to the current annual fee schedule on the anniversary of the contract execution for providing Time and Material services.

	Contract Amendment #1 SEI Project #04420.001	
	C.C. Cragin Reservoir Water Supply Project Water Treatment Plant Design & Post Design Services	

EXHIBIT A

SUNRISE ENGINEERING, INC.

**Arizona Offices
2016 Fee Schedule**

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>RATE</u>	<u>CODE</u>	<u>CLASSIFICATION</u>	<u>RATE</u>
101	Engineer (E.I.T.) I	\$89 <i>per hour</i>	051	Administrative I	\$40 <i>per hour</i>
102	Engineer (E.I.T.) II	\$99	052	Administrative II	\$49
103	Engineer III	\$125	053	Administrative III	\$59
104	Engineer IV	\$145	922	Survey Tech	\$60
105	Engineer V	\$165	930	Survey CAD Tech	\$85
110	Principal Engineer	\$195	935	Survey Crew Chief	\$110
711	Project Manager I	\$115	940	Survey Manager	\$115
712	Project Manager II	\$150	945	Registered Surveyor	\$125
301	Engineering Tech I	\$69	950	Principal Surveyor	\$160
302	Engineering Tech II	\$85	351	Construction Manager I	\$ 119
303	Engineering Tech III	\$95	352	Construction Manager II	\$ 139
304	Engineering Tech IV	\$105	353	Sr. Construction Manager	\$ 159
401	CAD Technician I	\$59	920	Field Technician I	\$ 59
402	CAD Technician II	\$69	921	Field Technician II	\$ 69
403	CAD Technician III	\$79	900	Field Technician III	\$ 79
404	CAD Technician IV	\$89	MILE	Mileage	\$0.59 <i>per mile</i>

Subconsultants and other direct expenses as incurred plus 10% handling fee