



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA12-215**

1. Agenda Item Number:

18

2. Council Meeting Date:

June 28, 2012

TO: MAYOR & COUNCIL

3. Date Prepared: June 4, 2012

THROUGH: CITY MANAGER

4. Requesting Department: Community Services

5. SUBJECT: Award a Professional Services Project Agreement for design and construction management services to Ritoch Powell & Associates for Aquatic ADA Improvements, Project No. CS1201-201, in an amount not to exceed \$87,035.80.

6. RECOMMENDATION: Staff recommends that Council award a Professional Services Project Agreement for design and construction management services to Ritoch Powell & Associates, for Aquatic ADA Improvements, Project No. CS1201-201, in an amount not to exceed \$87,035.80.

7. BACKGROUND/DISCUSSION: Title II of the Americans with Disabilities Act (42 USC 12131) prohibits local governments from discrimination on the basis of disability in the delivery of programs and services. On September 14, 2010, the Department of Justice (DOJ) amended the Americans with Disabilities Act to include public swimming pools under the new standards, which required facilities to be in compliance by March 15, 2012. In May 2012 the DOJ announced an extension with a new deadline of January 31, 2013.

In February of 2011 the Aquatics Division completed the required audit of the City's six pools, for compatibility with the revised Americans with Disabilities Act (ADA) regulations. In order to bring the pools into compliance with new ADA regulations, the City desires to make specific improvements to the aquatic facilities.

To bring facilities into compliance and adhere to the recommendations of the audit, the following improvements will be required. Minor enhancements shall consist of correcting the push/pull of doors, upgrading signage to primary facility elements, and correcting parking lot cross slopes in handicap spaces and access routes to facility entrances. Major improvements will include adjusting admission window counter heights, door widths and heights, removing wall protrusions in access routes through bathrooms and locker spaces, spatial issues in handicap shower stalls, and correcting toilet and urinal heights. Other modifications will include handicap access to all aquatic play structures and installing permanent lifts on all bodies of water. This contract will provide for design, construction plans, and specifications to allow the City to seek competitive bids from qualified contractors to construct the needed improvements.

8. EVALUATION: On January 27, 2011 Council approved an Annual Civil Design and Platting Services contract, EN1002-101, to Ritoch Powell & Associates. Staff has reviewed the scope of work, work loads, and total fee for this project and determined that they are reasonable.

9. FINANCIAL IMPLICATIONS:

Cost: \$87,035.80

Savings: N/A

Long Term Costs: N/A

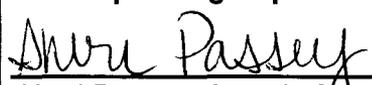
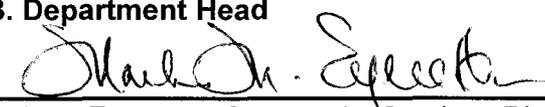
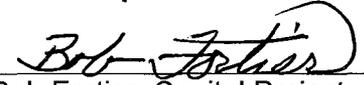
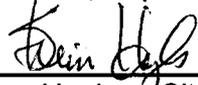
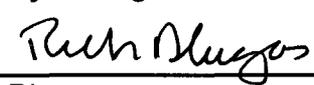
Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
420.4580.0000.6611	General Obligation Bonds	Aquatic Facility Safety Renovations	2011-12	\$87,035.80

10. PROPOSED MOTION: Move that Council award a Professional Services Project Agreement for design and construction management services to Ritoch Powell & Associates, for Aquatic ADA Improvements, Project No. CS1201-201, in an amount not to exceed \$87,035.80, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Contract, Location Map

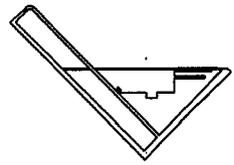
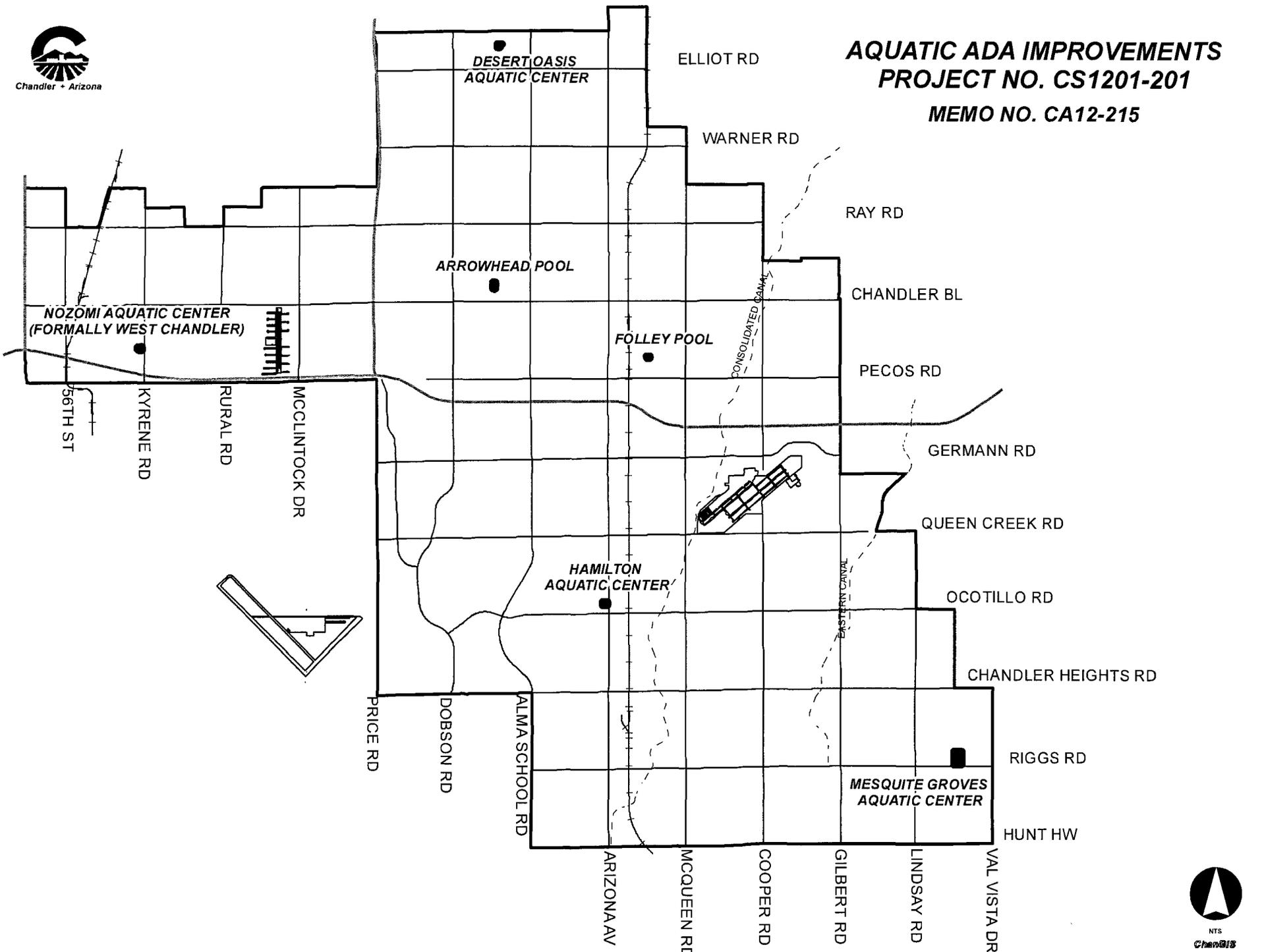
APPROVALS

11. Requesting Department  <hr/> Sheri Passey, Aquatic Superintendent	13. Department Head  <hr/> Mark M. Eynatten, Community Services Director
12. Transportation & Development  <hr/> Bob Fortier, Capital Projects Manager  <hr/> Sheina Hughes, City Engineer	14. City Manager  <hr/> Rich Dlugas



AQUATIC ADA IMPROVEMENTS PROJECT NO. CS1201-201

MEMO NO. CA12-215



**PROJECT AGREEMENT
PURSUANT TO ANNUAL CONTRACT NO. EN1002-101**

AGREEMENT NO: CS1201-201

This AGREEMENT is made this _____ day of _____, 2012, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and Ritoch-Powell & Associates, (hereinafter referred to as "Annual Consultant") and is a project agreement entered into pursuant to Annual Contract No. EN1002-101.

CITY and Ritoch-Powell & Associates, in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1. DESCRIPTION OF WORK

This project is Aquatic ADA Improvements, Project Number CS1201-201. The scope of work consists of preparing construction documents compliant with Title II of Americans with Disabilities Act, all as more particularly set forth in Exhibit A attached hereto and incorporated herein by reference.

The Annual Consultant shall not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract amendment and signed by the Contract Administrator.

ARTICLE 2. CONTRACT PRICE

CITY shall pay Annual Consultant for completion of the Work in accordance with the Contract Documents a fee not to exceed Eighty Seven Thousand Thirty Five Dollars and Eighty Cents (\$87,035.80) determined and payable as set forth in Annual Contract EN1002-101 and Exhibit B attached hereto and made a part hereof by reference.

ARTICLE 3. CONTRACT TIME

The contract time is One Hundred Twenty days and Annual Consultant agrees to complete all work within One Hundred Twenty (120) days of the date CITY issues a Notice to Proceed.

ARTICLE 4. GENERAL

This Project Agreement is entered into pursuant to Annual Contract No. EN1002-101 and the terms and conditions contained therein are incorporated herein by reference as if set forth in full.

ARTICLE 5. ARIZONA PROCUREMENT LAW

Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Consultant hereby warrants to the City that the Consultant and each of its subcontractors ("Subconsultants") 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 "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty (Exhibit C) 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 Consultant or Subconsultant employee who works on this Contract to ensure that the Consultant or Subconsultant is complying with the Contractor Immigration Warranty. The Consultant 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 Consultant and any Subconsultant to ensure compliance with Contractors Immigration Warranty. The Consultant agrees to assist the City in performing any such random verifications.

The provisions of this Article must be included in any contract the Consultant 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 consultant or subconsultant. 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 Consultant hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391.06, the Consultant hereby certifies that the offeror does not have scrutinized business operations in Sudan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

This Agreement will be effective on this _____ day of _____, 2012.

CITY OF CHANDLER

FOR THE ANNUAL:

MAYOR DATE:

By: Karl G. Obergh
Title: President

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
480-782-3307

ADDRESS FOR NOTICE
Mr. Karl Obergh
Ritoch-Powell & Associates
3838 N. Central Ave., Ste. 1250
Phoenix, AZ 85012

APPROVED AS TO FORM:

Phone: 602-263-1177
Fax: 602-277-6286

ATTEST: City Attorney By: [Signature]

City Clerk

EXHIBIT A SCOPE OF WORK

Background

The City of Chandler Aquatics Division of the Community Services Department operates six pools within the City of Chandler. The City's Aquatic's Program has completed their audit for compatibility with the current Americans with Disabilities Act (ADA) regulations. The City contracted with Recreation Accessibility Consultants, llc (RAC) to provide these services. The results of the analysis were summarized in a letter dated May 6, 2011. Based on the analysis, the City of Chandler desires to make specific improvements to the aquatic facilities.

While the previous analysis made recommendations on improvements to be made, specific details of how those improvements should be accomplished were not part of the analysis. The purpose of this contract is to provide design, construction documents, and specifications to allow the City to seek competitive bids from qualified contractors to construct the proposed improvements.

Scope of Work

ANNUAL CONSULTANT shall provide the following professional services tasks related to preparation of construction documents compliant with Title II of Americans with Disabilities Act January 26, 1992 (28 CFR part 35), which was amended with a regulation published September 14, 2010. Section 35.150 of the DOJ regulations requires that the City aquatics program be accessible. Other applicable code sections include section 35.105 (self-evaluation), section 35.133 (maintenance requirement), section 35.151 (requirements for new facilities and alterations to old facilities), and section 35.163 (building signage requirements). Specifically, improvements designed under this contract shall comply with 2010 Standards for Accessible Design, published by the US Department of Justice (DOJ) on September 14, 2010.

1. Site Visit and Data Collection

- 1.1. Data Collection and Analysis: ANNUAL CONSULTANT shall collect and review all existing site data, records, reports, and as-built plans available. This data review includes the letter and recommendations prepared by RAC.
- 1.2. Site Visit/Initial Meeting: ANNUAL CONSULTANT shall attend a kickoff meeting with City staff to confirm project goals. ANNUAL CONSULTANT shall visit the project sites to review existing conditions and proposed improvement recommendations with City staff. The site visit shall include each individual facility where improvements shall occur.

2. Survey and Mapping

- 2.1. Site Visit: ANNUAL CONSULTANT shall visit the project site with survey personnel to communicate required information to be gathered during field topography.
- 2.2. Surveying: ANNUAL CONSULTANT shall establish control using City of Chandler datum for the project survey, which shall include parking lot areas, ramps, and other areas with potential slope concerns.
- 2.3. Mapping and Preparation of Base Plan Sheets: ANNUAL CONSULTANT shall prepare base mapping using AutoCAD software. Base Mapping may include the use of existing as-built drawings for facility improvements where topographic data is not required for proposed improvements. If no as-built data is available for the buildings, ANNUAL CONSULTANT shall provide field measurements of the required information. Field measurements shall be on a time and materials basis and shall be considered an allowance item.

3. Project Management and Coordination

- 3.1. Coordination with Ingersoll Rand: At the City's request, ANNUAL CONSULTANT shall coordinate with Ingersoll Rand and/or other suppliers to identify specific hardware and elements that meet the City of Chandler requirements.
- 3.2. Meetings and Coordination: ANNUAL CONSULTANT team staff shall attend six project design meetings (monthly) and coordinate with the City staff, including Project Manager, Aquatics staff, etc. to coordinate the design effort and proposed improvements.
- 3.3. Cost Estimate: The ANNUAL CONSULTANT team shall prepare a cost estimate for the proposed improvements.

4. Construction Documents

- 4.1. Construction Documents – ANNUAL CONSULTANT shall prepare 60%, 95%, and 100% Plans that identify the proposed improvement types and locations, and construction details.
- 4.2. Technical Specifications: Specifications shall be prepared at each submittal stage.
- 4.3. Design Review – ANNUAL CONSULTANT team staff shall coordinate with City staff to conduct design review through applicable City permitting processes. ANNUAL CONSULTANT team staff shall attend comment resolution meetings after each submittal. Comment Resolution meetings will be concurrent with monthly design review meetings.

5. Post Design Services

- 5.1. Bidding Assistance: ANNUAL CONSULTANT shall attend the pre-bid meeting, respond to contractor questions, and assist in preparing any addendums and in evaluation of submitted bids for award of contractor.
- 5.2. Construction Administration: ANNUAL CONSULTANT team staff shall assist the City with administration of the construction by responding to RFIs, reviewing submittals, and providing design clarifications.
- 5.3. Site Inspection/Construction Meetings: ANNUAL CONSULTANT shall attend construction meetings to resolve issues in all disciplines. It is expected that there will be one pre-construction meeting at the beginning of construction and six construction meetings.
- 5.4. Project Close Out: ANNUAL CONSULTANT shall attend a pre-final and final walk through of the site improvements. ANNUAL CONSULTANT shall prepare record drawings from CONTRACTOR'S redlines.

6. Direct Expenses Allowance

- 6.1. Mileage: ANNUAL CONSULTANT anticipates direct mileage expenses for site visits, surveying, and attendance of meetings with the City, and other entities.
- 6.2. Copying: ANNUAL CONSULTANT team staff shall provide all necessary copies of plans, specifications, and cost estimates for the project up to the construction phase. It is anticipated that the City shall provide construction plans to the contractor.

Exclusions:

- A) MCESD Approval To Construct permits.
- B) Any Permitting Processes.
- C) Additional Analysis of ADA compliance issues not identified in the RAC document.
- D) City Permit fees, review fees, application fees.
- E) Special Inspections for structural or welding are not included but may be provided by ANNUAL CONSULTANT team staff on a time and materials basis.
- F) Landscape design.
- G) Structural design.

**EXHIBIT B
FEE SCHEDULE**

CONTRACT LABOR				
CLASSIFICATION		HOURS	LABOR RATES	LABOR COSTS
Project Principal		1	\$ 77.00	\$ 77.00
Project Manager		13	\$ 56.00	\$ 728.00
Senior PE/RLS		29	\$ 43.00	\$ 1,247.00
Project Engineer/RLS		86	\$ 37.00	\$ 3,182.00
Design Engineer/LSIT		52	\$ 30.00	\$ 1,560.00
CADD Designer		80	\$ 25.00	\$ 2,000.00
Survey Crew		28	\$ 59.00	\$ 1,652.00
Clerical		16	\$ 21.00	\$ 336.00
Total Hours		305		
Total Direct Labor				\$ 10,782.00
Overhead Rate	145.00%	Total Labor with Overhead		\$ 15,634.00
Fixed Fee	10%	Net Fee (Subtotal Labor X 10% Fixed Fee)		\$ 2,642.00
Subtotal Transportation				\$ 29,058.00
DIRECT AND OUTSIDE EXPENSES:				
<u>Description</u>	<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Total</u>
Vehicle Mileage	Miles	\$ 0.51	1,300	\$ 663.00
Survey Vehicle Mileage	Miles	\$ 0.45	325	\$ 146.00
Copying (8-1/2" x 11")	Each	\$ 0.06	300	\$ 18.00
Copying (12" x 18")	Each	\$ 0.18	0	\$ -
Printing (12" x 18")	Each	\$ 0.52	40	\$ 20.80
Printing (24" x 36") Bond	Each	\$ 6.00	400	\$ 2,400.00
Printing (24" x 36") mylar	Each	\$ 18.00	0	\$ -
Exhibits	Each	\$ 250.00	0	\$ -
Deliveries/Postage	Each	\$ 3.00	5	\$ 15.00
Subtotal Direct and Outside Expenses				\$ 3,262.80
SUBCONSULTANTS FEE				
Subconsultant	Task			Fee
Motley	Architectural Design			\$ 43,715.00
Subtotal Subconsultants Fee				\$ 43,715.00
ALLOWANCES				
Consultant	Task			Fee
Motley	Reimbursable Expenses			\$ 1,000.00
Engineer/Architect	Field Measurement of Buildings			\$ 9,000.00
Recreation Accessibility Consultants	Design Plans Review/Consultation			\$ 1,000.00
Subtotal Allowances				\$ 11,000.00
TOTALS				
Subtotal Transportation Labor				\$ 29,058.00
Subtotal Direct and Outside Expenses				\$ 3,262.80
Subtotal Subconsultants				\$ 43,715.00
Total Contract Fee				\$ 76,035.80
Subtotal Allowances				\$ 11,000.00
Total Fee & Allowances				\$ 87,035.80

EXHIBIT C

**Contractor 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 the Engineer/Annual Consultant shall attest that it and all subconsultants performing work under the cited contract meet all conditions contained herein.

Project Number: CS1201-201		
Name (as listed in the contract): <u>Ritoch - Powell & Assoc.</u>		
Street Name and Number: <u>3838 N. Central Ave, Suite 1250</u>		
City: <u>Phoenix</u>	State: <u>AZ</u>	Zip Code: <u>85012</u>

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: Karl G. Obergh
Title: President
Date (month/day/year): 6/13/12