



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CP13-219**

1. Agenda Item Number:

21

2. Council Meeting Date:

June 27, 2013

TO: MAYOR & COUNCIL

3. Date Prepared: June 11, 2013

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Project Agreement to Ritoch-Powell & Associates for design services of a joint Municipal Utilities Maintenance and Police Storage Facility

6. RECOMMENDATION: Staff recommends City Council award Project Agreement No. WA1306-201 to Ritoch-Powell & Associates for design services of a joint Municipal Utilities Maintenance and Police Storage Facility, pursuant to annual contract EN1002-101, in an amount not to exceed \$131,591.

7. BACKGROUND/DISCUSSION: The Municipal Utilities and Police Departments are in need of maintenance and storage facilities. Space is available at the Surface Water Treatment Plant located on Pecos Road. When completed, a new 12,300 square-foot storage/maintenance building for Water Production will provide working space for welding, equipment and instrumentation maintenance. The facility will also provide storage for small parts inventory. The Police Department's area will provide 3,500 square feet of storage space for large police vehicles. The project scope of work includes civil, architectural and utility design, and preparation of construction documents.

Project design will take approximately 120 days.

8. EVALUATION: On January 27, 2011, City Council awarded an annual civil design and platting services contract, EN1002-101, to Ritoch-Powell & Associates. Contract extensions were awarded in February 2012 and February 2013. Staff reviewed the scope of work, billing rates and total fee for this project, and determined they are reasonable.

9. FINANCIAL IMPLICATIONS:

Cost: \$131,591
Savings: N/A
Long Term Costs: N/A

Fund Source:

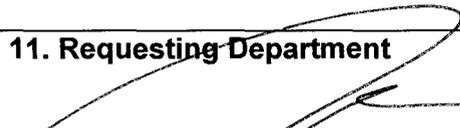
<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
202.2010.6210.0	Police Asset Forfeiture Funds	Construction or Acquisition	No	\$ 30,000.00
601.3820.6210.6WA023	Water Bonds	Main Replacements	Yes	\$101,591.00

10. PROPOSED MOTION: Move City Council award Project Agreement No. WA1306-201 to Ritoch-Powell & Associates for design services of a joint Municipal Utilities Maintenance and Police Storage Facility, pursuant to annual contract EN1002-101, in an amount not to exceed \$131,591.

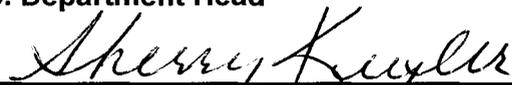
ATTACHMENTS: Project Agreement, Location Map

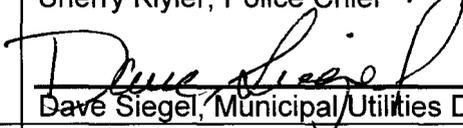
APPROVALS

11. Requesting Department

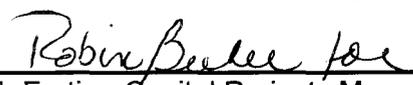

John Knudson, Utilities Engineering Manager

13. Department Head

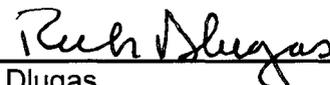

Sherry Kiyler, Police Chief


Dave Siegel, Municipal Utilities Director

12. Transportation & Development


Bob Fortier, Capital Projects Manager

14. City Manager


Rich Dlugas

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

PROJECT AGREEMENT NO: WA1306-201

This PROJECT AGREEMENT is made this ____ day of _____, 2013, 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 Joint Municipal Utilities Maintenance and Police Storage Facility, Project Number WA1306-401. The scope of work consists of preparing construction documents, 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 One Hundred Thirty One Thousand Five Hundred Ninety One Dollars (\$131,591) 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.

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

This Project Agreement will be effective on this _____ day of _____, 2013.

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

City Attorney By: [Signature]
ATTEST:

City Clerk

EXHIBIT A SCOPE OF WORK

Background

The City of Chandler Municipal Utilities Department (MUD) operates the Pecos Water Treatment Plant (WTP) within the City of Chandler. MUD staff, at the Plant, requires a new maintenance facility for storage, office space, restroom facilities, testing equipment and mechanical equipment. Additionally, the City of Chandler Police Department (PD) requires a new storage facility to house vehicles and other equipment. This project proposes an 8,000 square foot MUD facility and a 3,500 square foot PD facility. Staff has designated a site for the new buildings on the WTP facility. Both buildings will be linked by a common restroom facility.

Scope of Work

ANNUAL CONSULTANT shall provide the following professional services tasks related to preparation of construction documents. Tasks include survey, data collection, project management, utility coordination, dry utilities, water/sewer services, grading, paving, pre-fabricated steel building, as well as architectural, mechanical, plumbing services. Special provisions, quantity calculations, and an opinion of probable costs will be provided at each design submittal.

1. Data Collection

- 1.1. Data Collection and Analysis: RPA will collect and review all existing site data, records, reports, and as-built plans available. It is anticipated that City staff will provide all information in hard copy or electronic format.
- 1.2. Kick-Off/Site Visit Meeting: RPA will attend a kickoff meeting with City staff to confirm project goals. RPA will visit the project site to review existing conditions and proposed improvement recommendations with City staff.

2. Survey and Mapping

- 2.1. Site Visit: Design team will visit site with survey personnel to communicate required information to be gathered during field topographic survey.
- 2.2. Surveying: RPA will research and establish control using City of Chandler datum for the project survey. Topographic survey will include existing features, such as asphalt, concrete curb, above ground utilities, street lights, junction boxes, natural grade at 25' intervals, delineate storm drain elements.
- 2.3. Mapping and Preparation of Base Files: RPA will prepare base mapping using AutoCAD software. A topographic base map, including all existing above ground features within the limits of the project, will be prepared and will include sufficient detail to produce a digital terrain model (DTM) with existing contours at 1 foot intervals. Base Mapping may include the use of existing as-built drawings for facility improvements where topographic data is not required for proposed improvements.

3. Utility Coordination

- 3.1. Coordinate with SRP: RPA will contact and coordinate with SRP for as built/area map and any easement information, as well as determine if any conflicts may exist between their facilities and proposed improvements.
- 3.2. Coordinate City Utilities: RPA will coordinate with City staff for existing City owned utilities, including wet and dry utilities. RPA will design water, fire and sewer services from existing underground mains to the proposed improvements (building plans shall provide continuations),

and will coordinate with appropriate utility providers throughout the design process. Based on proposed utility improvements, it is anticipated that a "Notice of Compliance Letter" will be the only required submittal to Maricopa County Environmental Services.

4. Project Management and Coordination

- 4.1. Project Management: The work under this task includes invoicing, contract management, certificate of insurance requirements, sub-consultant invoice management, and other management related tasks.
- 4.2. Meetings and Coordination: RPA staff will attend up to six project design phase meetings, including a kick off meeting, schematic design coordination meeting, progress meetings and comment resolution meetings. RPA will also coordinate with City staff, including Project Manager, MUD/PD staff, etc. on all design efforts and proposed improvements. RPA will prepare agendas and minutes for meetings.

5. Construction Documents

- 5.1. Construction Plans: RPA will prepare schematic, design development, and final construction Civil Site & Utility Plans that identify the proposed site improvement types and locations, and construction details, per American Institute of Architects (AIA) format.
- 5.2. Drainage Technical Memorandum: RPA will prepare a technical memorandum for onsite drainage calculations, including retention volume requirements for the post-construction condition. No offsite drainage is anticipated to impact the project.
- 5.3. Technical Specifications/Special Provisions: Specifications will be prepared at each submittal stage. RPA will prepare special provisions based on AIA format, which shall include appropriate MAG Standard Specification references and City supplements thereto.
- 5.4. Opinion of Probable Cost: RPA will prepare and submit an Opinion of Probable Cost (OPC) for all submittals as listed above. The OPC will be based on project quantity summaries and developed from the plans at each submittal stage.

6. Geotechnical Services

- 6.1. Geotechnical Services to be provided by Ricker, Atkinson, McBee, Morman and Associates, Inc. (RAMM). See attached scope and fee.

7. Architectural Design Services

- 7.1. Architectural Design Services, including mechanical, electrical, plumbing and structural services, as well as preparation of a performance specification(s) for design/furnish/install the prefabricated structures will be provided by Motley Design Group, LLC. See attached scope and fee.

8. Post Design Services

- 8.1. Bidding Assistance: RPA will 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.

9. Direct Expenses & Allowances

- 9.1. Mileage: RPA anticipates direct mileage expenses for site visits, surveying, and attendance of meetings with the City, and other entities.

9.2. **Reproduction:** RPA staff will provide all necessary copies of plans, specifications, and cost estimates for the project up to the construction phase. It is anticipated that the City will provide construction plans to the contractor.

9.3. **Owner Contingency:** Allowance item has been included to provide reimbursement for additional design services that may be required, as approved by the City.

9.4. **Utility Pothole Services:** Allowance item for subsurface utility exploration services that may be required, as approved by the City. This item considers a maximum of 5 utility potholes.

10. Schedule (Calendar Days)

<u>Deliverable</u>	<u>Date</u>
Notice To Proceed (NTP)	TBD
Field Survey	14 days
Base Maps	14 days
Schematic Design Submittal	14 days
City Review	14 days
Design Development Submittal	24 days
City Review	14 days
Sealed Construction Docs. Submittal	24 days

Total contract time not to exceed **118** calendar days.

Exclusions:

- MCESD Approval to Construct permits; Approval of Construction documents
- City Permit fees, review fees, application fees.
- Special Inspections (except as noted)
- Structural design (except as noted)
- Environmental investigation
- Pre-design report (PA or DCR)
- Federal clearances (environmental, utility, right-of-way, and geotechnical)
- Aerial mapping and photography
- Manhole dips for storm and sanitary sewer
- Off-site drainage analysis
- Drainage report
- Summary sheets
- Public meetings/outreach
- Private utility & Public utility relocation design
- Irrigation/landscape/hardscape design
- Traffic analysis/design
- Pavement design
- Construction survey/staking
- Construction Administration Services
- Record Drawings/As Built Services
- Site Inspections & Project Close Out Services
- Construction Meetings

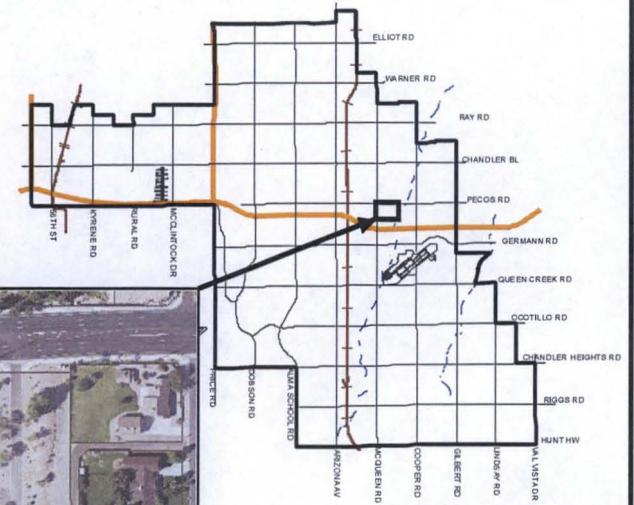
**EXHIBIT B
FEE SCHEDULE**

CONTRACT LABOR				
<u>CLASSIFICATION</u>	<u>MAN HOURS</u>	<u>LABOR RATES</u>	<u>LABOR COSTS</u>	
Project Principal	0	\$ 77.00	\$	-
Project Manager	50	\$ 58.00	\$	2,800.00
Senior PE/RLS	22	\$ 43.00	\$	946.00
Project Engineer/RLS	118	\$ 37.00	\$	4,366.00
Design Engineer/ LSIT	117	\$ 30.00	\$	3,510.00
CADD Designer	87	\$ 25.00	\$	2,175.00
Survey Crew	19	\$ 59.00	\$	1,121.00
Clerical	38	\$ 21.00	\$	798.00
Total Hours	451			
			Total Direct Labor \$	15,716.00
			Total Labor and Overhead \$	22,788.20
			Net Fee (Subtotal Labor X 10% Fixed Fee) \$	3,850.42
Subtotal Contract Labor \$				42,355.00
DIRECT AND OUTSIDE EXPENSES:				
<u>Description</u>	<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Total</u>
Personal Vehicle Mileage	Miles	\$ 0.445	300	\$ 133.50
Survey Vehicle Mileage	Miles	\$ 0.445	65	\$ 28.93
<u>Outside Printing - AT COST estimates only</u>				
Printing (8-1/2" x 11")	Each	\$ 0.30	15	\$ 4.50
Printing (11" x 17")	Each	\$ 0.60	32	\$ 19.20
Printing (24" x 36")	Each	\$ 1.25	240	\$ 300.00
Printing (24" x 36") mylar	Each	\$ 10.00	8	\$ 80.00
Exhibits	Each	\$ 250.00	3	\$ 750.00
Deliveries/Postage	Each	\$ 3.00	5	\$ 15.00
Subtotal Direct and Outside Expenses \$				1,331.13
SUBCONSULTANTS FEE				
<u>Subconsultant</u>	<u>Task</u>	<u>Fee</u>		
Motley	Architectural Design	\$		69,540.00
RAMM	Geotechnical Services	\$		2,375.00
TBD	Utility Pole Services	\$		5,000.00
Subtotal Subconsultants Fee \$				76,915.00
ALLOWANCES				
<u>Consultant/Expenses</u>	<u>Task</u>	<u>Fee</u>		
Ritoch-Powell	Owner Contingency (For Design)	\$		10,000.00
Motley	Reimbursable Expenses	\$		500.00
Simply Structural	Reimbursable Expenses	\$		75.00
Hawkins Design Group, Inc.	Reimbursable Expenses	\$		200.00
Johnston Engineering Company	Direct Expenses	\$		215.00
Subtotal Allowances \$				10,990.00

Subtotal Contract Labor \$	42,355.00
Subtotal Direct and Outside Expenses \$	1,331.13
Subtotal Subconsultants \$	76,915.00
Total Contract Fee \$	120,601.13
Subtotal Allowances \$	10,990.00
Total Contract Fee & Allowances \$	131,591.00



JOINT MUNICIPAL UTILITIES MAINTENANCE AND POLICE STORAGE FACILITY PROJECT NO. WA1306-201



MEMO NO. CP13-219

 PROJECT SITE

