



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CP15-084**

**1. Agenda Item Number:**  
**36**

**2. Council Meeting Date:**  
September 11, 2014

**TO: MAYOR & COUNCIL**

**THROUGH: CITY MANAGER**

**3. Date Prepared:** August 25, 2014

**4. Requesting Department:** Municipal Utilities

**5. SUBJECT:** Project Agreement with Ritoch-Powell & Associates, for Construction Management Services for the Joint Municipal Utilities and Police Department Facility.

**6. RECOMMENDATION:** Staff recommends City Council award a Project Agreement to Ritoch-Powell & Associates, for Construction Management Services, pursuant to Annual Contract No. EN1506.101, Project No. WA1306.451, for the Joint Municipal Utilities and Police Department Facility, in an amount not to exceed \$60,941.

**7. BACKGROUND/DISCUSSION:** The project consists of the construction of a new pre-engineered metal building; complete with interior finish-out and exterior site improvements. The building will be located at the Pecos Surface Water Treatment Plant, 1475 East Pecos Road. It will house the Municipal Utilities Department's water systems maintenance operations (6,900 square feet), and the Police Department's large vehicle storage (3,500 square feet). In addition, a 725 square foot common space will join the two departments' areas.

The project scope of work consists of construction management, architectural services, and project close-out assistance.

A Construction Contract, Project No. WA1306.401, to DNG Construction, LLC, for the Joint Municipal Utilities and Police Department Facility, is also scheduled for this Council meeting.

**8. EVALUATION:** On September 11, 2014, Staff anticipates City Council approval of an Annual Civil Design Services Contract, EN1506-101, to Ritoch-Powell & Associates.

The scope of work and costs proposed for this project has been evaluated by Staff and are determined to be reasonable. The contract completion time is approximately 210 calendar days following Notice to Proceed.

**9. FINANCIAL IMPLICATIONS:**

Cost: \$60,941  
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>
605.3820.6718.6WA660	Water Operating	Water Systems Maintenance Building	Yes	\$60,941

**10. PROPOSED MOTION:** Move City Council award a Project Agreement to Ritoch-Powell & Associates, for Construction Management Services, pursuant to Annual Contract No. EN1506.101, Project No. WA1306.451, for the Joint Municipal Utilities and Police Department Facility, in an amount not to exceed \$60,941.

**ATTACHMENTS:** Agreement, Location Map

**APPROVALS**

**11. Requesting Department**

*[Signature]*  
John Knudson, Utilities Engineering Manager

**13. Department Head**

*[Signature]*  
Dave Siegel, Municipal Utilities Director

**12. Transportation & Development**

*[Signature]*  
Bob Fortier, Capital Projects Manager

**14. City Manager**

*[Signature]*  
Rich Dlugas

**PROJECT AGREEMENT  
PURSUANT TO ANNUAL CONTRACT NO. EN1506.101**

**PROJECT AGREEMENT NO: WA1306.451**

This PROJECT AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2014, 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. EN1506.101.

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 Construction Management Services, Project Number WA1306.451. The scope of work consists of construction management and administration services, 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 Sixty Thousand Nine Hundred Forty Dollars and Fifty Cents (\$60,940.50) determined and payable as set forth in Annual Contract EN1506.101 and Exhibit B attached hereto and made a part hereof by reference.

**ARTICLE 3 - CONTRACT TIME:**

The contract time is Two Hundred Ten calendar days and Annual Consultant agrees to complete all work within Two Hundred Ten (210) calendar days of the date CITY issues a Notice to Proceed.

**ARTICLE 4 - GENERAL:**

This Project Agreement is entered into pursuant to Annual Contract No. EN1506.101 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 \_\_\_\_\_, 2014.

CITY OF CHANDLER

FOR THE ANNUAL:

\_\_\_\_\_  
MAYOR DATE:

By: \_\_\_\_\_  
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  
5727 N. 7th St., Ste. 120  
Phoenix, AZ 85014

Phone: 602-263-1177  
\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney By: [Signature]

ATTEST:

\_\_\_\_\_  
City Clerk

## **EXHIBIT A SCOPE OF WORK**

ANNUAL CONSULTANT shall provide the following construction management and construction administration professional services, including:

### **1. Contract Management and Administration**

- 1.1. Contract Management: Work under this task includes invoicing, contract management, sub-consultant coordination and other related management tasks.

### **2. Bid Assistance**

- 2.1. Bid assistance included in base contract.

### **3. Construction Management**

- 3.1. Preconstruction Meeting: ANNUAL CONSULTANT shall prepare agenda, attend and distribute minutes for the preconstruction meeting with City staff and Contractor.
- 3.2. Construction Meetings: ANNUAL CONSULTANT shall attend bi-weekly construction meetings to resolve issues in all disciplines. It is expected that there will be twelve (12) construction meetings. ANNUAL CONSULTANT shall prepare and distribute agenda and meeting minutes, sign in sheet and tracking logs.
- 3.3. Site Inspection: ANNUAL CONSULTANT shall complete site inspections and prepare inspection reports on a bi-weekly basis to ensure construction conformance to bid documents. It is expected that 12 inspections will be performed same day (concurrent) with construction meetings.
- 3.4. CPM Schedule: ANNUAL CONSULTANT shall perform monthly reviews and provide written observations and recommendations of contractor's progress.

### **4. Construction Administration**

- 4.1. ANNUAL CONSULTANT team staff shall respond to RFIs, review shop drawing submittals, maintain tracking logs and provide design clarifications. It is expected that 15 RFIs and 10 shop drawing submittals will be submitted.
- 4.2. ANNUAL CONSULTANT team staff shall review Contractors Monthly Payment Requests and make recommendations. Services do not include verification of construction quantities.
- 4.3. ANNUAL CONSULTANT team staff shall assist the City with review and response of Contractors value engineering proposals. It is expected that one (1) value engineering proposal will be submitted and reviewed.

### **5. Project Close Out**

- 5.1. ANNUAL CONSULTANT shall attend a substantial completion walk through of the site improvements and prepare punch item list.
- 5.2. ANNUAL CONSULTANT shall attend a final walk through of the site improvements.
- 5.3. ANNUAL CONSULTANT shall prepare record drawings from Contractor's redline markups.

## **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. Reproduction: ANNUAL CONSULTANT team staff shall provide Mylar record drawings. No other reproduction included.

## **7. Owner Allowance**

- 7.1. Allowance shall provide reimbursement for any additional post design services requested by the City, such as inspection, testing, additional construction meetings, additional value engineering, project close out, etc. Reimbursement under this allowance shall be permitted after written approval from City.

## **8. Schedule**

- 8.1. Scope of work and fee derivation based on a 180 day schedule to substantial completion.

### **Exclusions:**

- MCESD Approval To Construct permits.
- Any Permitting Processes.
- City Permit fees, review fees, application fees.
- Landscape design.
- Structural design.
- Construction Staking
- Construction quantity verification.
- Daily or weekly inspections

**EXHIBIT B  
FEE SCHEDULE**

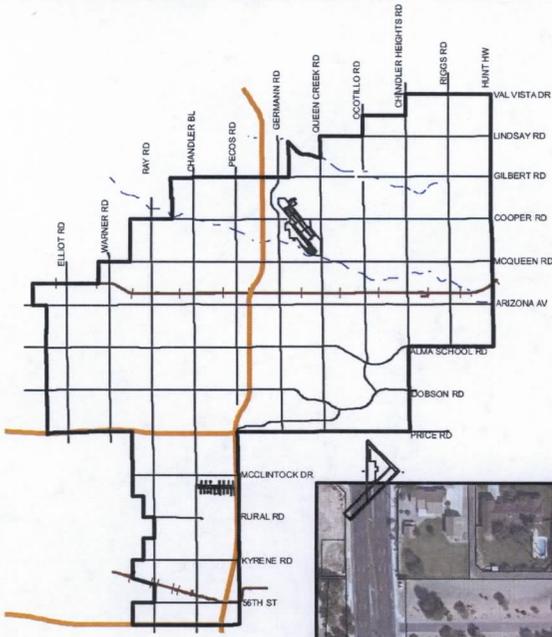
<b>CONTRACT LABOR</b>				
<u>CLASSIFICATION</u>	<u>MAN HOURS</u>	<u>BILLING RATES</u>		<u>LABOR COSTS</u>
Project Principal	0	\$	180.00	\$ -
Project Manager	12	\$	160.00	\$ 1,920.00
Senior PE	35	\$	135.00	\$ 4,725.00
Project Engineer	174	\$	110.00	\$ 19,140.00
Design Engineer	54	\$	95.00	\$ 5,130.00
Senior RLS	0	\$	125.00	\$ -
RLS	0	\$	110.00	\$ -
Survey Technician/LSIT	0	\$	100.00	\$ -
CADD Designer	18	\$	65.00	\$ 1,170.00
Survey Crew	0	\$	125.00	\$ -
Clerical	37	\$	55.00	\$ 2,035.00
Total Hours	330			
			Total Direct Labor \$	34,120.00
			<b>Subtotal Contract Labor \$</b>	<b>34,120.00</b>
<b>DIRECT AND OUTSIDE EXPENSES:</b>				
<u>Description</u>	<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Total</u>
Personal Vehicle Mileage	Miles	\$ 0.445	1,300	\$ 578.50
Survey Vehicle Mileage	Miles	\$ 0.445	50	\$ 22.00
<u>Outside Printing - AT COST estimates only</u>				
Printing (8-1/2" x 11")	Each	\$ 0.06	0	\$ -
Printing (12" x 18")	Each	\$ 0.52	0	\$ -
Printing (24" x 36")	Each	\$ 6.00	0	\$ -
Printing (24 x 36") mylar	Each	\$ 18.00	50	\$ 900.00
Exhibits	Each	\$ 250.00	0	\$ -
Deliveries/Postage	Each	\$ 3.00	0	\$ -
			<b>Subtotal Direct and Outside Expenses \$</b>	<b>1,500.50</b>
<b>SUBCONSULTANTS FEE</b>				
<u>Subconsultant</u>	<u>Task</u>			<u>Fee</u>
MOTLEY	Architect, M/E/P		\$	20,320.00
			<b>Subtotal Subconsultants Fee \$</b>	<b>20,320.00</b>
<b>ALLOWANCES</b>				
<u>Consultant/Expenses</u>	<u>Task</u>			<u>Fee</u>
Owner Contingency	Add'l Post Design Services		\$	5,000.00
			<b>Subtotal Allowances \$</b>	<b>5,000.00</b>

**TOTALS**

Subtotal Contract Labor	\$	34,120.00
Subtotal Direct and Outside Expenses	\$	1,500.50
Subtotal Subconsultants	\$	20,320.00
<b>Total Contract Fee</b>	<b>\$</b>	<b>55,940.50</b>
Subtotal Allowances	\$	5,000.00
<b>Total Fee &amp; Allowances</b>	<b>\$</b>	<b>60,940.50</b>



**JOINT MUD & PD FACILITY  
PROJECT NO. WA1306.451**



**MEMO NO. CP15-084**

**PROJECT SITE**

