



**PURCHASING ITEM
FOR
COUNCIL AGENDA
CP15-133**

1. Agenda Item Number:

40

2. Council Meeting Date:
November 20, 2014

TO: MAYOR & COUNCIL

3. Date Prepared: October 24, 2014

THROUGH: CITY MANAGER

4. Requesting Department: Transportation & Development

5. SUBJECT: Project Agreement with Ritoch-Powell & Associates, for Bike Lane Safety Improvements design services

6. RECOMMENDATION: Staff recommends City Council award a Project Agreement to Ritoch-Powell & Associates, for design services, for Bike Lane Safety Improvements, Project No. ST1405.201, pursuant to Annual Civil Design and Platting Services Contract EN1506.101, in an amount not to exceed \$106,719.

7. BACKGROUND/DISCUSSION: The purpose of this contract is to provide design, environmental and utility clearances, construction documents, and specifications to allow the City to seek competitive bids from qualified contractors to construct the proposed improvements.

The safety improvements consist of creating connectivity between existing bike lane locations through minor curb and gutter, sidewalk, and paving modifications to provide a 5' wide bike lane. The specific improvements for each site are as follows:

Site 1: Ray Road and Loop 101 Freeway: Remove existing curb and pavement, construct approximately 550' of missing bike lane and re-aligned curb on the north side of Ray Road (westbound), just west of Loop 101. No new right-of-way will be acquired.

Site 2: Price Road and SR 202 Santan Freeway: Remove existing curb and pavement, construct approximately 580' of missing bike lane and re-aligned curb and gutter on the east side of Price Road, just north of the SR 202 San Tan Freeway. No new right-of-way will be acquired.

Site 3: Frye Road and Paseo Trail: Construct approximately 140' of 10' wide concrete multi-use path from Paseo Trail to Frye Road. No new right-of-way will be acquired.

Site 4: Frye Road and Alma School Road: Remove existing raised median from both the east and west legs of the intersection, construct pavement in median area, re-stripe intersection to include existing lane configuration, reduced left turn lane width, and bike lane. No new right-of-way will be acquired.

Site 5: Frye Road and Dobson Road: Remove existing raised median from both the east and west legs of the intersection, construct pavement in median area, re-stripe intersection to include existing lane configuration, reduced left turn lane width, and bike lane. No new right-of-way will be acquired.

The contract completion time is 180 calendar days from Notice to Proceed.

8. EVALUATION PROCESS: The City Council agenda for September 29, 2014, included a recommendation to approve an annual contract for Civil Design and Platting Services, EN1506.101, 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: \$ 106,719

Savings: N/A

Long Term Costs: N/A

Funding Source:

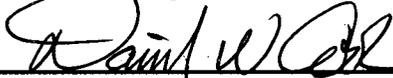
<u>Account No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded</u>	<u>Amount:</u>
411.3310.6517.6ST685	Bond	Bike Lane Safety Improvements	Yes FY 14/15	\$106,719

10. PROPOSED MOTION: Move City Council award a Project Agreement to Ritoch-Powell & Associates, for design services, for Bike Lane Safety Improvements, Project No. ST1405.201, pursuant to Annual Civil Design and Platting Services Contract EN1506.101, in an amount not to exceed \$106,719.

ATTACHMENTS: Contract , Location Map

APPROVALS

11. Requesting Department



Daniel W. Cook, Interim City Engineer /
Transportation Manager

13. Department Head



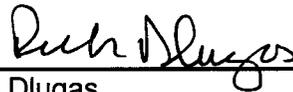
R.J. Zeder, Transportation & Development Director

12. Transportation & Development



Bob Fortier, Capital Projects Manager

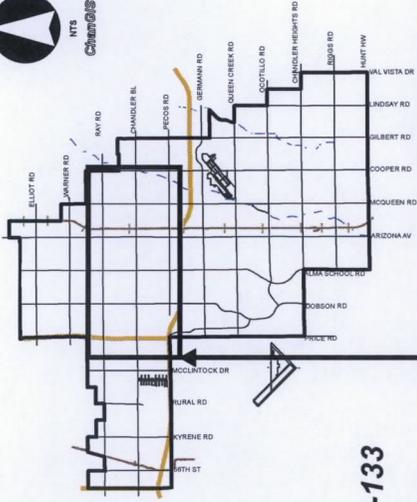
14. City Manager



Rich Dlugas

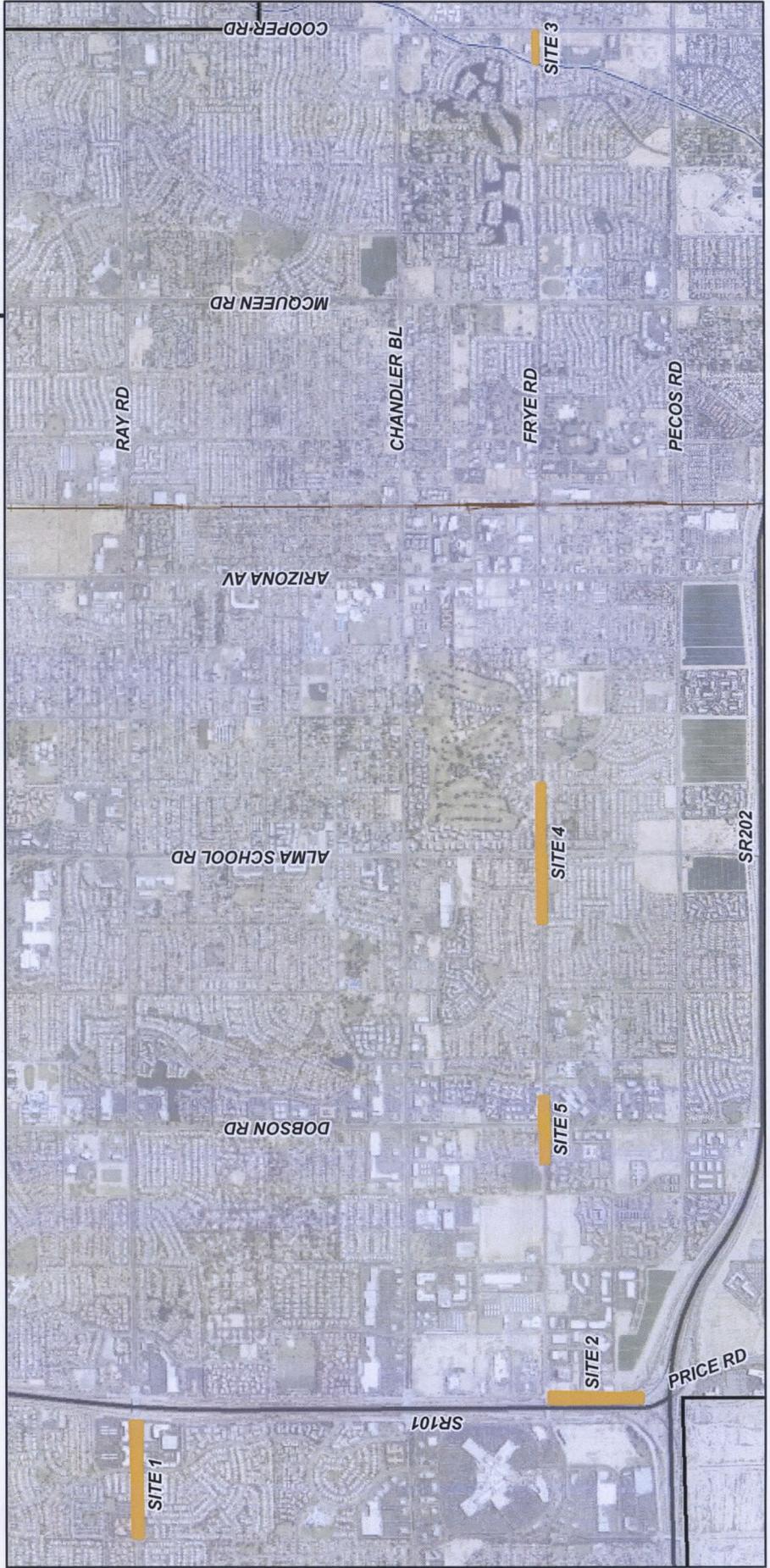


BIKE LANE SAFETY IMPROVEMENTS PROJECT NO. ST1405.201



MEMO NO. CP15-133

PROJECT LOCATION



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

PROJECT AGREEMENT NO: ST1405.201

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 Bike Lane Safety Improvements, Project Number ST1405.201. The scope of work consists of professional services tasks for preparation of construction documents related to bike lane safety improvements, 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 Six Thousand Seven Hundred Nineteen Dollars (\$106,719) 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 One Hundred Eighty calendar days and Annual Consultant agrees to complete all work within One Hundred Eighty (180) 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: _____

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

APPROVED AS TO FORM:

Phone: 602-263-1177

City Attorney By: _____

ATTEST:

City Clerk

EXHIBIT A SCOPE OF WORK

BACKGROUND

The City of Chandler (CITY) has been awarded an FHWA grant to design and construct bike lane safety improvements at five locations. The FHWA grant funds for the proposed improvements must be obligated for construction with ADOT by June 2015 which requires all clearances be complete by May 2015. 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.

The safety improvements generally consist of creating connectivity between existing bike lane locations through minor curb and gutter, sidewalk, and paving modifications to provide a 5' wide bike lane. The specific improvements for each site are as follows:

Site 1: Ray Road and Loop 101 Freeway: Remove existing curb and pavement, construct approximately 550' missing bike lane, and re-aligned curb on the north side of Ray Road (westbound) just west of Loop 101. No new right-of-way will be acquired.

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SCOPE OF WORK

ANNUAL CONSULTANT shall provide the following professional services tasks related to preparation of construction documents related to bike lane safety improvements:

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.
- 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 / MAPPING AND RIGHT-OF-WAY ASSISTANCE

- 2.1. Surveying - ANNUAL CONSULTANT shall establish control using City of Chandler datum for the project survey, which shall include roadway striping, curb & gutter, sidewalk, utility features, street lighting, landscaping features, and roadway cross sections (every 50').
- 2.2. Mapping and Preparation of Base Plan Sheets - ANNUAL CONSULTANT shall prepare base mapping of topographic survey using AutoCAD software.
- 2.3. TCE Legal Descriptions - ANNUAL CONSULTANT shall prepare five (5) legal descriptions related to the acquisition of temporary construction easements (TCE) required to construct the proposed improvements.

3. PROJECT MANAGEMENT AND COORDINATION

- 3.1. Meetings and Coordination - ANNUAL CONSULTANT team staff shall attend six (6) project design meetings (monthly) and coordinate with City staff including Project Manager, Streets staff, etc. to coordinate the design effort and proposed improvements.
- 3.2. Cost Estimate - ANNUAL CONSULTANT team shall prepare a cost for the proposed improvements utilizing ADOT standard bid items to comply with federal funding requirements.

4. ENVIRONMENTAL CLEARANCE

- 4.1. Phase 1 Environmental Site Assessment (ESA) - ANNUAL CONSULTANT shall utilize sub-consultant Speedie & Associates, Inc. to provide Phase 1 ESA services. See attached scope and fee.

5. UTILITY COORDINATION

- 5.1. Existing Information - ANNUAL CONSULTANT shall contact Blue Stake to obtain the most current information about utilities having facilities within the project areas. ANNUAL CONSULTANT shall use this information to obtain utility as-built information from all utility companies serving the project area, including CITY.
- 5.2. Mapping and Preparation of Base Plan Sheets - ANNUAL CONSULTANT shall prepare base mapping of existing utility infrastructure using AutoCAD software.
- 5.3. Coordination Meetings - ANNUAL CONSULTANT shall participate in five (5) utility coordination meetings led by the CITY and prepare and distribute meeting minutes to all attendees.
- 5.4. Utility Clearance Letter - ANNUAL CONSULTANT shall create and distribute a utility clearance letter to each identified utility within the project areas at the 60%, 95%, and 100% design submittals to establish required utility clearance documentation.

6. PRE-DESIGN REPORT

- 6.1. ANNUAL CONSULTANT shall prepare preliminary project assessment report per the ADOT Policy: Project Assessments and Design Concept Reports.
- 6.2. ANNUAL CONSULTANT shall prepare final project assessment report per the ADOT Policy: Project Assessments and Design Concept Reports.

7. CONSTRUCTION DOCUMENTS

- 7.1. Construction Documents - ANNUAL CONSULTANT shall prepare 60%, 95%, and 100% plans that identify the proposed improvement types, locations, construction details, and storm water pollution prevention (SWPPP) measures.

The following plan sheets are anticipated:

- | | |
|---|-------------------------------------|
| 1. Cover Sheet | 20. Site 4 Grading/Drainage Sheet 2 |
| 2. Index of Sheets / Structural Section / Utilities | 21. Site 4 Grading/Drainage Sheet 3 |
| 3. General Notes | 22. Site 4 SWPPP |
| 4. Special Details | 23. Site 5 Grading/Drainage Sheet 1 |
| 5. SWPPP Details | 24. Site 5 Grading/Drainage Sheet 2 |
| 6. Geometric Control / Bench Marks | 25. Site 5 Grading/Drainage Sheet 3 |
| 7. Site 1 Grading / Drainage | 26. Site 5 SWPPP |
| 8. Site 1 SWPPP | |
| 9. Site 1 Traffic Control Sheet 1 | |
| 10. Site 1 Traffic Control Sheet 2 | |
| 11. Site 2 Grading / Drainage | |
| 12. Site 2 SWPPP | |
| 13. Site 2 Traffic Control Sheet 1 | |
| 14. Site 2 Traffic Control Sheet 2 | |
| 15. Site 3 Grading / Drainage | |
| 16. Site 3 SWPPP | |
| 17. Site 3 Trail Lighting Sheet 1 | |
| 18. Site 3 Trail Lighting Sheet 2 | |
| 19. Site 4 Grading/Drainage Sheet 1 | |

- 7.2. Technical Specifications - ANNUAL CONSULTANT shall prepare specifications at each submittal stage and follow the ADOT format to comply with federal funding requirements.
- 7.3. Design Review - ANNUAL CONSULTANT team staff shall coordinate with City staff to conduct design review through applicable City permitting processes.

8. DRAINAGE MEMORANDUM

- 8.1. Drainage Memorandum - ANNUAL CONSULTANT shall prepare a drainage memorandum for each project site indicating existing storm drainage patterns and facilities , proposed improvements, and the sufficiency of existing drainage facilities to accommodate proposed improvements. No detailed storm drainage investigation or design will be completed as part of this project.

9. ADOT COORDINATION

- 9.1. Right-of-Way Encroachment Permit - ANNUAL CONSULTANT shall prepare and submit the ADOT right-way-encroachment permit required for Sites 1 and 2.
- 9.2. Traffic Control Plans - ANNUAL CONSULTANT shall utilize sub-consultant Southwest Traffic Engineers (SWTE) to prepare traffic control plans for sites 1 and 2 per ADOT traffic control requirements to be submitted with ADOT encroachment permit.

10. FEDERAL FUNDING DOCUMENTS

- 10.1. Goal Setting Worksheet - ANNUAL CONSULTANT shall prepare and submit with the sealed submittal the ADOT goal setting.

11. POST DESIGN SERVICES

- 11.1. 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. No construction phase services are included.

12. DIRECT EXPENSES ALLOWANCE

- 12.1. Mileage - ANNUAL CONSULTANT anticipates direct mileage expenses for site visits, surveying, and attendance of meetings with the City, and other entities.
- 12.2. 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.

ASSUMPTIONS

- A. Landscape and irrigation restoration will be called out on the grading and drainage plans and covered by technical specification.
- B. Street light relocations will be shown on the grading and drainage plans.
- C. Only new lighting will be 2 new Paseo Trail lights at Site 3.

EXCLUSIONS

- D. MCESD A Approval to Construct / Acceptance of Construction permits.
- E. Any permitting processes not listed in the scope of work.
- F. Title report acquisition costs
- G. City permit fees, review fees, application fees.
- H. Special inspections for structural or welding are not included but may be provided by ANNUAL CONSULTANT team staff on a time and materials basis.
- I. Structural design.
- J. Drainage design
- K. Landscape / irrigation design
- L. New streetlight design
- M. Construction Phase Services

**EXHIBIT B
FEE SCHEDULE**

CONTRACT LABOR				
<u>CLASSIFICATION</u>	<u>MAN HOURS</u>	<u>BILLING RATES</u>		<u>LABOR COSTS</u>
Project Principal	0	\$ 180.00	\$	-
Project Manager	19	\$ 160.00	\$	3,040.00
Project Engineer-Sr.	52	\$ 135.00	\$	7,020.00
Project Engineer	175	\$ 110.00	\$	19,250.00
Designer-Sr.	0	\$ 100.00	\$	-
Designer	94	\$ 95.00	\$	8,930.00
Registered Land Surveyor-Sr.	5	\$ 125.00	\$	625.00
Registered Land Surveyor	21	\$ 110.00	\$	2,310.00
Project Surveyor/LSIT	40	\$ 100.00	\$	4,000.00
CADD Tech	176	\$ 85.00	\$	14,960.00
Survey Crew	50	\$ 125.00	\$	6,250.00
Administrative	29	\$ 55.00	\$	1,595.00
Total Hours	661			
			Total Direct Labor \$	67,980.00
			Subtotal Contract Labor \$	67,980.00
DIRECT AND OUTSIDE EXPENSES:				
<u>Description</u>	<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Total</u>
Personal Vehicle Mileage	Miles	\$ 0.443	1,190	\$ 530.00
<u>Outside Printing - AT COST estimates only</u>				
Printing (8-1/2" x 11")	Each	\$ 0.06	1,200	\$ 72.00
Printing (11" x 17")	Each	\$ 0.18	0	\$ -
Printing (22" x 34")	Each	\$ 6.00	480	\$ 2,880.00
Printing (22" x 34") mylar	Each	\$ 18.00	1	\$ 18.00
Exhibits	Each	\$ 250.00	0	\$ -
Deliveries/Postage	Each	\$ 3.00	0	\$ -
			Subtotal Direct and Outside Expenses \$	3,500.00
SUBCONSULTANTS FEE				
<u>Subconsultant</u>		<u>Task</u>		<u>Fee</u>
Speedie & Associates, Inc.		Environmental Clearance	\$	6,000.00
SWTE		Traffic Control Plans	\$	22,233.00
	0		\$	-
			Subtotal Subconsultants Fee \$	30,233.00
ALLOWANCES				
<u>Consultant/Expenses</u>		<u>Task</u>		<u>Fee</u>
Owner Design Allowance			\$	5,000.00
			\$	-
			Subtotal Allowances \$	5,000.00
TOTALS				
			Subtotal Contract Labor \$	67,980.00
			Subtotal Direct and Outside Expenses \$	3,500.00
			Subtotal Subconsultants \$	30,233.00
			Total Contract Fee \$	101,713.00
			Subtotal Allowances \$	5,000.00

Total Fee & Allowances \$106,719.00