



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CP15-156**

**1. Agenda Item Number:**  
**23**  
**2. Council Meeting Date:**  
January 22, 2015

**TO: MAYOR & CITY COUNCIL**  
**THROUGH: CITY MANAGER**

**3. Date Prepared:** January 5, 2015  
**4. Requesting Department:** Transportation & Development

**5. SUBJECT:** Project Agreement with Ritoch-Powell & Associates Consulting Engineers, Inc., for construction management services

**6. RECOMMENDATION:** Staff recommends City Council award a Project Agreement to Ritoch-Powell & Associates Consulting Engineers, Inc., for construction management services, for Old Price Road / Queen Creek Road Intersection Improvements, Project No. ST1305.451, pursuant to On-Call Civil Engineering Services Contract, No. EN1506.101, in an amount not to exceed \$121,023.00.

**7. BACKGROUND/DISCUSSION:** The construction scope of work includes a raised landscaped median, bike lanes, turn lanes, street lighting, traffic signals, signing, striping, storm drain, utility relocations, landscape, and irrigation.

The project agreement scope consists of providing construction management services for the Old Price Road / Queen Creek Road Intersection Improvements. Major tasks include: attending weekly construction meetings, part-time weekly on-site inspections, full-time Saturday inspections, development of Field Directives and Request For Proposals, create and maintain tracking logs for construction-related documents, progress schedule and payment review support, assistance during project close-out, and preparation of record drawings.

**8. EVALUATION:** This project is being performed under the On-Call Civil Engineering Services Contract, No. EN1506.101, to Ritoch-Powell & Associates Consulting Engineers, Inc. The costs proposed for this project have been evaluated by Staff and are determined to be reasonable. The contract completion time is 180 calendar days following Notice to Proceed.

**9. FINANCIAL IMPLICATIONS:**

Cost: \$121,023.00  
Savings:  
Long Term Costs:  
Fund Source:

<u>Account No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
411.3310.6517.0.6ST529	GO Bonds	Old Price/Queen Creek Intersection	Yes	\$121,023.00

**10. PROPOSED MOTION:** Move City Council award a Project Agreement to Ritoch-Powell & Associates Consulting Engineers, Inc., for construction management services, for Old Price Road / Queen Creek Road Intersection Improvements, Project No. ST1305.451, pursuant to On-Call Civil Engineering Services Contract, No. EN1506.101, in an amount not to exceed \$121,023.00.

**ATTACHMENTS:** Project Agreement, Location Map

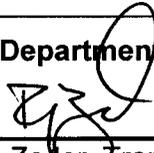
**APPROVALS**

**11. Requesting Department**



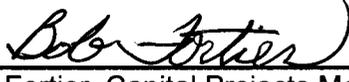
Daniel W. Cook, City Engineer

**13. Department Head**



R.J. Zeder, Transportation & Development Director

**12. Transportation & Development**



Bob Fortier, Capital Projects Manager

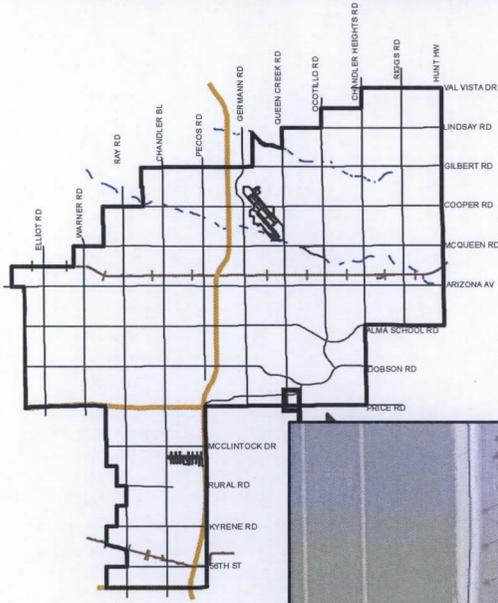
**14. City Manager**



Rich Dlugas



# OLD PRICE ROAD & QUEEN CREEK ROAD INTERSECTION IMPROVEMENTS PROJECT NO. ST1305.451



MEMO NO. CP15-156



PROJECT SITE



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

**PROJECT AGREEMENT NO: ST1305.451**

This PROJECT AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and Ritoch-Powell & Associates Consulting Engineers, Inc., an Arizona corporation (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 Consulting Engineers, Inc., in consideration of the mutual covenants herein set forth, agree as follows:

**ARTICLE 1 - DESCRIPTION OF WORK:**

This project is Old Price Road/Queen Creek Road Intersection, Project Number ST1305.451. The scope of work consists of providing construction management services for the Old Price Road / Queen Creek Road Intersection 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 Twenty One and Twenty Three Dollars (\$121,023) 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.

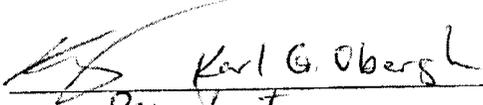
IN WITNESS WHEREOF, the parties hereto have executed this Project Agreement on the day and year first written above.

This Project Agreement will be effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF CHANDLER

FOR THE ANNUAL:

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

By:   
Title: President

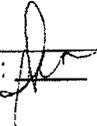
1/8/15

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**

ANNUAL CONSULTANT shall provide construction management services for the Old Price Road / Queen Creek Road Intersection Improvements. Major tasks include: attending weekly construction meetings, periodic on-site inspections, development of Field Directives and Request for Proposals, create and maintain tracking logs for construction-related documents, progress schedule and payment review support, assistance during project close-out, and preparation of record drawings, and the following professional services tasks related to construction management and construction administration. All task durations / quantities are based upon an assumed six (6) month construction schedule.

1. Construction Management
  - 1.1. Construction Meetings: ANNUAL CONSULTANT shall attend weekly construction meetings to resolve issues in all disciplines, prepare meeting agendas, and minutes. It is expected that there will be one pre-construction meeting (1) at the beginning of construction and twenty four (24) construction progress meetings.
  - 1.2. Site Inspection: CITY shall provide part time inspection services (4 hrs daily) during weekdays (Monday – Friday). ANNUAL CONSULTANT shall provide part time inspection services (4 hrs daily) during weekdays (Monday – Friday) and full time inspection (8 hrs) on Saturdays. It is expected inspection services will be provided for 16 weeks.
  - 1.3. Field Directives / Requests for Proposals (RFP): ANNUAL CONSULTANT shall prepare and issue field directives and requests for proposal to the Contactor. ANNUAL CONSULTANT shall assist the City with review of Contractors submitted cost proposal responses to RFP's.
  - 1.4. Tracking Logs: ANNUAL CONSULTANT shall create and maintain tracking logs for RFI's, Submittals, Field Directives, and RFP's.
2. Construction Administration
  - 2.1. Progress Schedule: ANNUAL CONSULTANT team staff shall assist the City with monitoring and review of Contractors progress schedule.
  - 2.2. Payment Requests: ANNUAL CONSULTANT team staff shall assist the City with review of Contractors Monthly Payment Requests not including verification of construction quantities. It is expected that there will be six (6) monthly payment requests.
  - 2.3. Redline Markups: ANNUAL CONSULTANT team staff shall monitor the Contractors as-built redline markups to ensure the as-built plan set is kept up to date with construction progress.
3. Project Close Out
  - 3.1. Substantial: ANNUAL CONSULTANT shall attend a substantial completion walk through of the site improvements and prepare punch item list.
  - 3.2. Final: ANNUAL CONSULTANT shall attend a final walk through of the site improvements to ensure all punch list items have been corrected.
4. Record Drawings
  - 4.1. Record Drawings: ANNUAL CONSULTANT shall professionally prepare record drawings from CONTRACTOR'S redline markups.
5. Direct Expenses Allowance
  - 5.1. Mileage: ANNUAL CONSULTANT anticipates direct mileage expenses for site visits, surveying, and attendance of meetings with the City, and other entities.
  - 5.2. 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. City permit fees, review fees, application fees.
- D. Special Inspections for structural or welding;
- E. Construction quantity verification;
- F. Shop Drawings;
- G. RFI

**EXHIBIT B  
FEE SCHEDULE**

<u>CLASSIFICATION</u>	<u>MAN HOURS</u>	<u>BILLING RATES</u>	<u>LABOR COSTS</u>	
Project Principal	0	\$ 180.00	\$ -	
Project Manager	56	\$ 160.00	\$ 8,960.00	
Project Engineer-Sr.	0	\$ 135.00	\$ -	
Project Engineer	181	\$ 110.00	\$ 19,910.00	
Designer-Sr.	0	\$ 100.00	\$ -	
Designer	500	\$ 95.00	\$ 47,500.00	
Registered Land Surveyor-Sr.	0	\$ 125.00	\$ -	
Registered Land Surveyor	0	\$ 110.00	\$ -	
Project Surveyor/LSIT	0	\$ 100.00	\$ -	
CADD Tech	27	\$ 85.00	\$ 2,295.00	
Survey Crew	0	\$ 125.00	\$ -	
Administrative	76	\$ 55.00	\$ 4,180.00	
<b>Total Hours</b>	<b>840</b>			
		Total Direct Labor \$	82,845.00	
		<b>Subtotal Contract Labor \$</b>	<b>82,845.00</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	4,580	\$ 2,038.00
<u>Outside Printing - AT COST estimates only</u>				
Printing (8-1/2" x 11")	Each	\$ 0.06	400	\$ 24.00
Printing (11" x 17")	Each	\$ 0.18	600	\$ 108.00
Printing (22" x 34")	Each	\$ 6.00	0	\$ -
Printing (22" x 34") mylar	Each	\$ 18.00	56	\$ 1,008.00
Exhibits	Each	\$ 250.00	0	\$ -
Deliveries/Postage	Each	\$ 3.00	0	\$ -
		<b>Subtotal Direct and Outside Expenses \$</b>		<b>3,178.00</b>
<b>SUBCONSULTANTS FEE</b>				
<u>Subconsultant</u>	<u>Task</u>			<u>Fee</u>
Speedie and Associates	QA Testing Allowance		\$	15,000.00
J2	Landscape / Irrigation Allowance		\$	5,000.00
SWTE	Traffic Allowance		\$	5,000.00
		<b>Subtotal Subconsultants Fee \$</b>		<b>25,000.00</b>
<b>ALLOWANCES</b>				
<u>Consultant/Expenses</u>	<u>Task</u>			<u>Fee</u>
Owners Allowance			\$	10,000.00
		<b>Subtotal Allowances \$</b>		<b>10,000.00</b>
<b>TOTALS</b>				
		Subtotal Contract Labor \$		82,845.00
		Subtotal Direct and Outside Expenses \$		3,178.00
		Subtotal Subconsultants \$		25,000.00
		<b>Total Contract Fee \$</b>		<b>111,023.00</b>
		Subtotal Allowances \$		10,000.00
		<b>Total Contract Fee &amp; Allowances \$</b>		<b>121,023.00</b>