



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CP15-195**

**1. Agenda Item Number:**  
**20**  
**2. Council Meeting Date:**  
March 26, 2015

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

**3. Date Prepared:** February 27, 2015  
**4. Requesting Department:** Transportation & Development

**5. SUBJECT:** Project Agreement with Ritoch-Powell and Associates Consulting Engineers, for Civil Engineering Construction Management Services

**6. RECOMMENDATION:** Staff recommends City Council award a Project Agreement to Ritoch-Powell and Associates Consulting Engineers, for Civil Engineering Construction Management Services, for South Washington Street, Project No. ST1406.451, pursuant to On-Call Civil Engineering Services Contract, No. EN1506.101, in an amount not to exceed \$75,585.

**7. BACKGROUND/DISCUSSION:** South Washington Street includes streetscape improvements for Washington Street from Frye Road to Elgin Street. Washington Street improvements include wet and dry utility improvements in Washington Street, Frye Road, and Elgin Street.  
The project scope of work consists of construction management and inspection services for this project, including shop drawing review and design modifications to fit field conditions.

**8. EVALUATION:** This project is being performed under the On-Call Civil Engineering Services Contract, No. EN1506.101, to Ritoch-Powell and Associates Consulting Engineers. The costs proposed for this project have been evaluated by Staff and are determined to be reasonable. The contract completion time is 150 calendar days following Notice to Proceed.

**9. FINANCIAL IMPLICATIONS:**

Cost: \$75,585  
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>
411.3310.6517.6GG613	GO Bonds	S. Arizona Avenue Corridor Improvements	Yes	\$50,332.00
601.3820.6714.6WA110	Water Bonds	Water System Upgrades w/Street Projects	Yes	\$12,626.50
611.3910.6813.6WW332	Wastewater Bonds	Wastewater System Upgrades w/Street Projects	Yes	\$12,626.50

**10. PROPOSED MOTION:** Move City Council award a Project Agreement to Ritoch-Powell and Associates Consulting Engineers, for Civil Engineering Construction Management Services, Project No. ST1406.451, pursuant to On-Call Civil Engineering Services Contract, No. EN1506.101, in an amount not to exceed \$75,585.

**ATTACHMENTS:** Project Agreement, Location Map

**APPROVALS**

**11. Requesting Department**



Bob Fortier, Capital Projects Manager

**13. Department Head**



R.J. Zedel, Transportation & Development Director

**12. Transportation & Development**



Daniel W. Cook, City Engineer

**14. City Manager**



Rich Dlugas

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

**PROJECT AGREEMENT NO: ST1406.451**

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 South Washington Street Improvements – Construction Management Services, Project Number ST1406.451. The scope of work consists of Construction Management services for the South Washington Street 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 Seventy Five Thousand Five Hundred Eighty Five Dollars (\$75,585) 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 Fifty calendar days and Annual Consultant agrees to complete all work within One Hundred Fifty (150) 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

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 services:

**1 – Construction Management:**

**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 (20) construction progress meetings.
- 1.2. Site Inspection: CITY shall provide inspection services during weekdays (Monday – Friday). ANNUAL CONSULTANT shall provide inspection services during waterline construction (8 hrs weekly) during weekdays (Monday – Friday) and full time inspection (8 hrs) on Saturdays. It is expected inspection services will be provided for 8 weeks for waterline construction and 20 weeks for full Saturday site inspection.
- 1.3. MCESD Acceptance of Construction (AOC): ANNUAL CONSULTANT shall attend waterline pressure testing (8 hrs). ANNUAL CONSULTANT shall complete MCESD Acceptance of Construction (AOC) application as the engineer of record.
- 1.4. 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.
- 1.5. Tracking Logs: ANNUAL CONSULTANT shall create and maintain tracking logs for RFI's, Submittals, Field Directives, and RFP's

**2 – Construction Administration:**

**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. 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. Record Drawings**

4.1 Record Drawings: ANNUAL CONSULTANT shall professionally prepare record drawings from CONTRACTOR'S redline markups.

##### **Allowances:**

##### **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.

##### **6. Subconsultant Allowances**

6.1. ATEK: Allowance to provide Quality Assurance (QA) material testing services on an as needed basis. All QA testing shall be performed in accordance with Arizona Department of Transportation (ADOT) QA testing requirements / procedures.

6.2. J2: Allowance to provide landscape / irrigation construction management services on an as needed basis.

6.3. SWTE: Allowance to provide traffic engineering construction management services on an as needed basis.

##### **7. Owners Allowance**

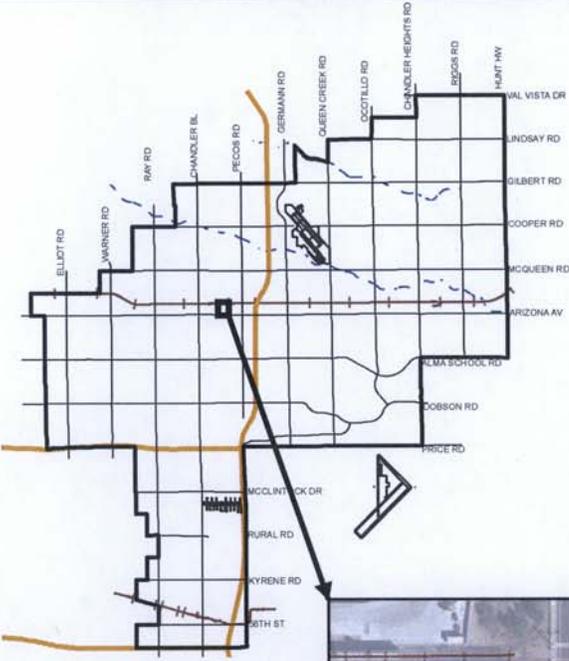
Owners Allowance: Allowance to provide additional construction management services on an as needed basis.

**EXHIBIT B  
FEE SCHEDULE**

Task	Description		Project Manager	Project Engineer-Sr.	Project Engineer	Designer-Sr.	Designer	CADD Tech	Admin
			\$140.00	\$135.00	\$110.00	\$100.00	\$95.00	\$85.00	\$55.00
<b>1</b>	<b>Construction Management</b>								
1.1	Pre-Con Meeting (1) / Weekly Construction Meetings (20)		0	21	42	0	0	0	10
1.2	Site Inspections [8 Weeks @ 8 Hrs per Week (M-F), 20 weeks @ 8 Hrs (S)]		0	0	20	0	224	0	0
1.3	MCESD Acceptance of Construction (AOC)		0	1	2	0	8	0	2
1.4	Field Directives / Requests for Proposal (12)		2	4	12	0	24	0	2
1.5	Tracking Logs		0	5	10	0	0	0	2
	<b>Sub-Hours</b>	<b>391</b>	<b>2</b>	<b>31</b>	<b>86</b>	<b>0</b>	<b>256</b>	<b>0</b>	<b>16</b>
	<b>Sub-Total CM</b>	<b>\$39,125.00</b>	<b>\$280.00</b>	<b>\$4,185.00</b>	<b>\$9,460.00</b>	<b>\$0.00</b>	<b>\$24,320.00</b>	<b>\$0.00</b>	<b>\$880.00</b>
<b>2</b>	<b>Construction Administration</b>								
2.1	Monitor Progress Schedule		1	3	6	0	0	0	8
2.2	Review Payment Requests (6)		1	3	6	0	0	0	8
2.3	Monitor Redline Markups		0	0	0	0	10	0	0
	<b>Sub-Hours</b>	<b>46</b>	<b>2</b>	<b>6</b>	<b>12</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>16</b>
	<b>Sub-Total CA</b>	<b>\$4,240.00</b>	<b>\$280.00</b>	<b>\$810.00</b>	<b>\$1,320.00</b>	<b>\$0.00</b>	<b>\$950.00</b>	<b>\$0.00</b>	<b>\$880.00</b>
<b>3</b>	<b>Project Close Out</b>								
3.1	Substantial Walk Through / Punch List		0	0	4	0	6	0	2
3.2	Final Walk Through		0	0	2	0	3	0	1
	<b>Sub-Hours</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>9</b>	<b>0</b>	<b>3</b>
	<b>Sub-Total PC</b>	<b>\$1,680.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$660.00</b>	<b>\$0.00</b>	<b>\$855.00</b>	<b>\$0.00</b>	<b>\$165.00</b>
<b>4</b>	<b>Record Drawings</b>								
4.1	Prepare Record Drawings		0	0	4	0	12	40	2
	<b>Sub-Hours</b>	<b>58</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>12</b>	<b>40</b>	<b>2</b>
	<b>Sub-Total RD</b>	<b>\$5,090.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$440.00</b>	<b>\$0.00</b>	<b>\$1,140.00</b>	<b>\$3,400.00</b>	<b>\$110.00</b>
	<b>Allowances</b>								
5	Direct Expense Allowance - NTE	\$2,450.00							
6	Sub Consultant Allowance								
6.1	QA/QC Testing Allowance - NTE	\$10,000.00							
6.2	Landscape/Irrigation CM Allowance - NTE	\$5,000.00							
6.3	Traffic Engineering CM Allowance -NTE	\$3,000.00							
7	Owners Allowance - Unforeseen	\$5,000.00							
	<b>Sub-Total Allowances</b>	<b>\$25,450.00</b>							
	<b>Total - Hours</b>	<b>513</b>	<b>4</b>	<b>37</b>	<b>108</b>	<b>0</b>	<b>287</b>	<b>40</b>	<b>37</b>
	<b>Total</b>	<b>\$ 75,585.00</b>							



# SOUTH WASHINGTON STREET CONSTRUCTION MANAGEMENT SERVICES PROJECT NO. ST1406.451



MEMO NO. CP15-195

WASHINGTON STREET  
IMPROVEMENTS

