



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CP17-099**

**1. Agenda Item Number:** 22  
**2. Council Meeting Date:** November 10, 2016

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** October 18, 2016

**THROUGH: CITY MANAGER**

**4. Requesting Department:**  
Transportation & Development

**5. SUBJECT:** Project Agreement with Ritoch-Powell & Associates Consulting Engineers, Inc., for Bike Lane Safety Improvements Construction Management Services

**6. RECOMMENDATION:** Staff recommends City Council award a Project Agreement to Ritoch-Powell & Associates Consulting Engineers, Inc., for Bike Lane Safety Improvements Construction Management Services, Project No. ST1405.451, pursuant to Annual Civil Engineering Services Contract EN1506.101, in an amount not to exceed \$69,671.60.

**7. BACKGROUND/DISCUSSION:** The bike 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.

This contract includes pre-construction assistance, construction management, contractor oversight, federal funding compliance, and construction contract close out.

The contract completion time is 150 calendar days from Notice to Proceed.

A proposed construction contract with Visus Inc., for this project is also scheduled for this meeting.

**8. EVALUATION PROCESS:** On September 29, 2014, City Council approved an annual contract for Civil Engineering Services Contract EN1506-101, with Ritoch-Powell & Associates Consulting Engineers, Inc. Individual project agreements in excess of \$30,000 require City Council approval. 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: \$ 69,671.60

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	GO Bonds	Bike Lane Safety Improvements	Yes	\$69,671.60

Funding for this project will derive from the McQueen Road (Queen Creek to Riggs roads), Project number: ST0810, which will require a transfer of project savings in the amount of \$75,000. Since the monies being transferred are part of the same department, council authorization for the transfer is not required.

**10. PROPOSED MOTION:** Move City Council award a Project Agreement with Ritoch-Powell & Associates Consulting Engineers, Inc., for Bike Lane Safety Improvements Construction Management Services, Project No. ST1405.451, pursuant to Annual Civil Engineering Services Contract EN1506.101, in an amount not to exceed \$69,671.60.

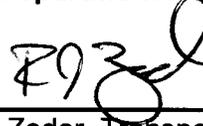
**APPROVALS**

**11. Requesting Department**



Bob Fortier, Capital Projects Manager

**13. Department Head**



R.J. Zeder, Transportation & Development Director

**12. Transportation & Development**



Daniel W. Cook, City Engineer

**14. City Manager**



Marsha Reed

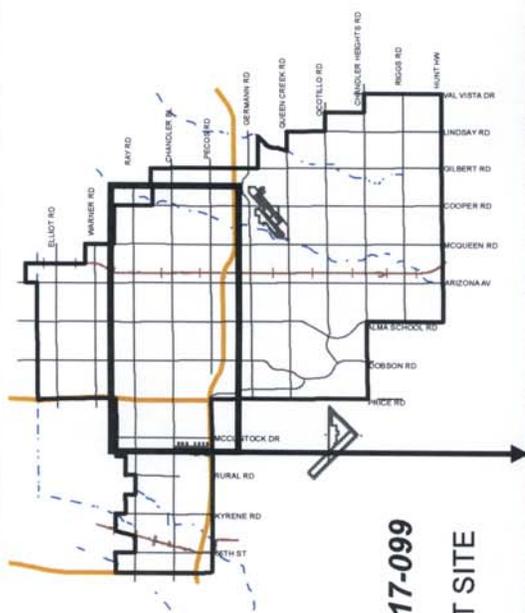


# BIKE LANE SAFETY IMPROVEMENTS CONSTRUCTION MANAGEMENT SERVICES PROJECT NO. ST1405.451



MEMO NO. CP17-099

PROJECT SITE



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

**PROJECT AGREEMENT NO: ST1405.451**

This PROJECT AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2016, 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 **Bike Lane Safety Improvements Construction Management**, Project Number **ST1405.451**. The scope of work consists of construction management services for Bike Lane Safety Improvements, including pre-construction assistance, construction management, contractor oversight, federal funding compliance, and construction contract close out, 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 Nine Thousand Six Hundred Seventy One Dollars and Sixty Cents (\$69,671.60) 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 Twenty 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 \_\_\_\_\_, 2016.

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 Consulting  
Engineers, Inc.  
5727 N. 7th St., Ste. 120  
Phoenix, AZ 85014

APPROVED AS TO FORM:

Phone: 602-263-1177

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

ATTEST:

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

**EXHIBIT A  
SCOPE OF WORK**

ANNUAL CONSULTANT shall provide the following services:

**Project Tasks**

**1. PRE-CONSTRUCTION ASSISTANCE**

**A. Task 1.1 Preconstruction Assistance**

- i. ANNUAL CONSULTANT shall attend the Partnering / Pre-construction meeting. ANNUAL CONSULTANT anticipates a maximum of one person attending the pre-construction meeting.

**2. CONSTRUCTION MANAGEMENT**

**A. Task 2.1 Construction Progress Meetings**

- i. ANNUAL CONSULTANT shall conduct three (3) construction meetings including agenda and minutes.

**B. Task 2.2 CPM Schedule**

- i. ANNUAL CONSULTANT shall review Contractor's initial CPM schedule, provide recommendations for acceptance. ANNUAL CONSULTANT assumes two (2) reviews of initial CPM schedule.
- ii. ANNUAL CONSULTANT shall review Contractor's monthly CPM schedule updates submitted with each payment application, identify CPM tasks behind schedule that may affect critical path items, project substantial and final completion dates and initiate correspondence to City regarding those tasks. ANNUAL CONSULTANT assumes three (3) reviews of updated CPM schedule.

**C. Task 2.3 Requests for Information (RFI's)**

- i. ANNUAL CONSULTANT shall review and respond to contractor Requests for Information (RFI's). ANNUAL CONSULTANT assumes a maximum of 10 RFI responses.
- ii. ANNUAL CONSULTANT shall prepare and maintain a submittal log of all RFI's.

**D. Task 2.4 Submittals**

- i. ANNUAL CONSULTANT shall review Contractor submittals to verify compliance with contract documents and provide comments. ANNUAL CONSULTANT assumes a maximum of 6 submittals.
- ii. ANNUAL CONSULTANT shall prepare and maintain a submittal log of all shop drawing submittals.

**E. Task 2.5 Requests for Proposal (RFP)**

- i. ANNUAL CONSULTANT shall prepare Requests for Proposal (RFP) documents detailing requested additional work tasks. ANNUAL CONSULTANT assumes 2 RFPs.
- ii. ANNUAL CONSULTANT shall review Contractor RFP responses (cost derivations) and provide recommendations for approval. ANNUAL CONSULTANT assumes a maximum of 2 RFP's, with 2 reviews each.
- iii. ANNUAL CONSULTANT shall prepare and maintain a submittal log list of all RFPs.

**F. Task 2.6 Construction Inspection**

- i. ANNUAL CONSULTANT shall provide construction inspection to verify materials and installations conform to construction documents. Inspection services assumes one (1) inspector will visit construction site(s) each morning and remain on site no more than four (4) hours (Monday – Saturday) for no more than four (4) months. Daily inspection will

observe contractor's equipment and laborers on site, confirm daily construction activities and review/quantify previous day's progress.

- ii. ANNUAL CONSULTANT shall prepare daily inspection reports documenting Contractor construction activities, quantities, and progress noted during field inspection visits.
- iii. ANNUAL CONSULTANT daily construction site visits shall include contractor's employee interviews.

**3. MATERIALS TESTING AND QUALITY ASSURANCE (QA/IA)**

**A. Task 3.1 Quality Control (QC) Test Program**

- i. ANNUAL CONSULTANT shall review and verify Contractor's Quality Control material test type and frequencies are consistent with City, MAG, and ADOT requirements.
- ii. ANNUAL CONSULTANT shall review Contractor's QC test schedule and provide recommendations on acceptance.
- iii. ANNUAL CONSULTANT shall review all Contractor sampling, test and inspection results for conformance with construction documents.

**B. Task 3.2 Quality Assurance (QA) Test Program**

- i. ANNUAL CONSULTANT shall prepare and maintain a materials Quality Assurance plan. QA plan will be reviewed and approved by ADOT prior to initiating construction activities.
- ii. ANNUAL CONSULTANT shall coordinate with Contractor's testing representative to obtain required QA tests and sample.
- iii. ANNUAL CONSULTANT shall complete sampling and compaction testing of subgrade (including lime-stabilized subgrade base), aggregate base and asphalt concrete materials in new asphalt concrete pavement areas.
- iv. ANNUAL CONSULTANT shall complete sampling and compaction testing of subgrade, aggregate base (where required) and concrete for new curbs, gutters, sidewalks and concrete pavement and structures.
- v. ANNUAL CONSULTANT shall complete sampling and compaction testing of backfill for new irrigation, sewer, water, storm drain pipe, and dry utilities.

**C. Task 3.3 Material Certifications**

- i. ANNUAL CONSULTANT shall review and verify material certifications and "Buy America" requirements are met.
- ii. ANNUAL CONSULTANT shall prepare and maintain materials certificate and "Buy America" requirement submittal log.

**D. Task 3.4 Independent Assurance (IA) Test Program**

- i. ANNUAL CONSULTANT shall provide 3<sup>rd</sup> party independent quality assurance sampling and testing per the approved QA program produced in task 6.2.i.

**4. PROJECT CLOSEOUT**

**A. Task 4.1 Project Closeout**

- i. ANNUAL CONSULTANT shall schedule and conduct substantial completion inspection.
- ii. ANNUAL CONSULTANT shall prepare substantial completion punch list generated from substantial completion inspection. ANNUAL CONSULTANT shall track items on the punch list and note the completed items
- iii. ANNUAL CONSULTANT shall schedule and conduct final completion inspection.
- iv. ANNUAL CONSULTANT shall complete and distribute the substantial and final completion certificates.

**5. RECORD DRAWINGS**

**A. Task 5.1 Record Drawings**

- i. ANNUAL CONSULTANT shall review and monitor Contractor's weekly updates on red-line drawing set.
- ii. ANNUAL CONSULTANT shall transfer red-line comments to City's construction plan mylars.
- iii. ANNUAL CONSULTANT shall provide resident engineer stamp/certification on cover sheet.
- iv. ANNUAL CONSULTANT shall deliver record drawings to the City; submittal shall include a mylar copy of each sheet and and digital copies (PDF) of each sheet.

**6. PROJECT MANAGEMENT**

**A. Task 6.1 Project Monitoring**

- i. ANNUAL CONSULTANT shall prepare regular monthly progress reports
- ii. ANNUAL CONSULTANT shall perform regular budget monitoring
  - 1. Pay applications will be submitted monthly. Invoices will be broken down to the same level of detail as the attached fee schedule.

**ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS**

- 1. Application fees for City reviews and permits shall be paid by City.
- 2. Application fees for other agencies other than the City shall be paid utilizing the Direct Expense Allowance.
- 3. The following items are excluded from this scope of work:
  - a. Review of Contractors Monthly Pay Applications
  - b. Special Inspections
  - c. Aerial Mapping and photography
  - d. Environmental Investigation
  - e. Potholing and survey for potholing
  - f. Private and public utility relocation design
  - g. Drainage analysis or design
  - h. Pavement design
  - i. GIS survey or data processing
- 4. The Owner's Allowance shall only be utilized with prior written approval from the City representative.
- 5. The Direct Expense Allowance shall be used for normal reimbursable expenses on the project. Items shall be billed at cost and backup shall be provided with pay applications.
- 6. Contract work shall be performed in accordance with Exhibit D Title VI Assurances Appendix A and Exhibit E Title VI Assurances Appendix E.

**EXHIBIT B  
FEE SCHEDULE**

<u>CLASSIFICATION</u>	<u>MAN HOURS</u>	<u>BILLING RATES</u>		<u>LABOR COSTS</u>	
Project Principal	1	\$	180.00	\$	180.00
Project Manager	7	\$	160.00	\$	1,120.00
Project Engineer-Sr.	49	\$	135.00	\$	6,615.00
Project Engineer	71	\$	110.00	\$	7,810.00
Designer-Sr.	0	\$	100.00	\$	-
Inspector	408	\$	80.00	\$	32,640.00
Registered Land Surveyor-Sr.	0	\$	125.00	\$	
Registered Land Surveyor	0	\$	110.00	\$	
Project Surveyor/L.SIT	0	\$	100.00	\$	-
CADD Tech	27	\$	85.00	\$	2,295.00
Survey Crew	0	\$	125.00	\$	-
Administrative	26	\$	55.00	\$	1,430.00
<b>Total Hours</b>	<b>589</b>				
				Total Direct Labor \$	52,090.00
				<b>Subtotal Contract Labor \$</b>	<b>52,090.00</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	4,480	\$ 1,993.60
<u>Outside Printing - AT COST estimates only</u>					
Printing (8-1/2" x 11")	Each	\$	0.06	500	\$ 30.00
Printing (12" x 18")	Each	\$	0.52	0	\$ -
Printing (24" x 36") Bond	Each	\$	6.00	0	\$ -
Printing (24" x 36") Mylar	Each	\$	18.00	31	\$ 558.00
Deliveries/Postage	Each	\$	3.00	0	\$ -
Legal Description & Exhibit	Each	\$	750.00	0	\$ -
				<b>Subtotal Direct and Outside Expenses \$</b>	<b>2,581.60</b>
<b>SUBCONSULTANTS FEE</b>					
<u>Subconsultant</u>			<u>Task</u>		<u>Fee</u>
ATEK				\$	10,000.00
IA FIRM				\$	3,000.00
				<b>Subtotal Subconsultants Fee \$</b>	<b>13,000.00</b>
<b>ALLOWANCES</b>					
<u>Consultant/Expenses</u>			<u>Task</u>		<u>Fee</u>
Owners Allowance			Various	\$	2,000.00
				<b>Subtotal Allowances \$</b>	<b>2,000.00</b>
<b>TOTALS</b>					
				Subtotal Contract Labor \$	52,090.00
				Subtotal Direct and Outside Expenses \$	2,581.60
				Subtotal Subconsultants \$	13,000.00
				<b>Total Contract Fee \$</b>	<b>67,671.60</b>
				Subtotal Allowances \$	2,000.00
				<b>Total Time and Materials Contract Fee &amp; Allowances \$</b>	<b>69,671.60</b>