



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA10-049**

1. Agenda Item Number:
26
2. Council Meeting Date:
October 22, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: September 22, 2009

THROUGH: CITY MANAGER

4. Requesting Department: Public Works

5. SUBJECT: Approval of Contract Amendment No. 1 in the amount of \$152,053 to the design services contract with Ritoch-Powell & Associates for the McQueen Road Improvements (Queen Creek Road to Riggs Road), Project No. ST0810-201, for a revised contract total of \$1,851,944.

6. RECOMMENDATION: Staff recommends that Council approve Contract Amendment No. 1 in the amount of \$152,053 to the design services contract with Ritoch-Powell & Associates for the McQueen Road Improvements (Queen Creek Road to Riggs Road), Project No. ST0810-201, for a revised contract total of \$1,851,944.

7. BACKGROUND/DISCUSSION: This contract amendment will allow for the supplementary engineering design costs associated with the additional scope of work for the design revision of reducing McQueen Road from six lanes to four lanes from Ocotillo Road to Chandler Heights; widening Appleby Road; incorporating 50 additional fire hydrants along the McQueen Road corridor; design of the water line zone split tie in configuration to the McQueen Road pressure reducing valves; and design of the vapex odor control system located on McQueen Road between Queen Creek Road and the abandoned Airport Lift Station.

8. EVALUATION: Ritoch-Powell & Associates were selected in accordance with established City policies and procedures. Council awarded the engineering services contract on April 24, 2008.

9. FINANCIAL IMPLICATIONS:

Total Design Contract:		\$1,699,891
Contract Amendment No. 1:	(9.0%)	\$ 152,053
Revised Contract Amount:		\$1,851,944

Fund Source:

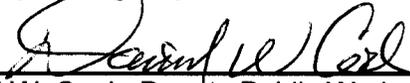
<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
415.3310.0000.6517.10T478	Arterial Street Impact Fees	McQueen Road (Queen Creek to Riggs Rd)	FY09/10	\$87,143
601.3820.0000.6714.9WA110	Water Bonds	Water System Upgrades w/ Street Projects	FY 08/09	\$32,455
615.3910.0000.6817.8WW332	Wastewater Operating	Wastewater System Upgrades w/Street Projects	FY 07/08	\$32,455

10. PROPOSED MOTION: Move that Council approve Contract Amendment No. 1 in the amount of \$152,053 to the design services contract with Ritoch-Powell & Associates for the McQueen Road Improvements (Queen Creek Road to Riggs Road), Project No. ST0810-201, for a revised contract total of \$1,851,944, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map, Contract Amendment

APPROVALS

11. Requesting Department



Daniel W. Cook, Deputy Public Works Director

13. Department Head



R.J. Zeder, Public Works Director

12. City Engineer



Sheina Hughes, Assistant Public Works
Director/City Engineer

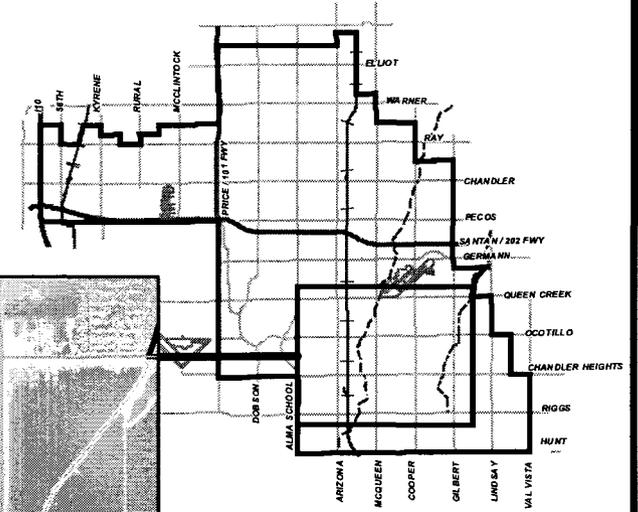
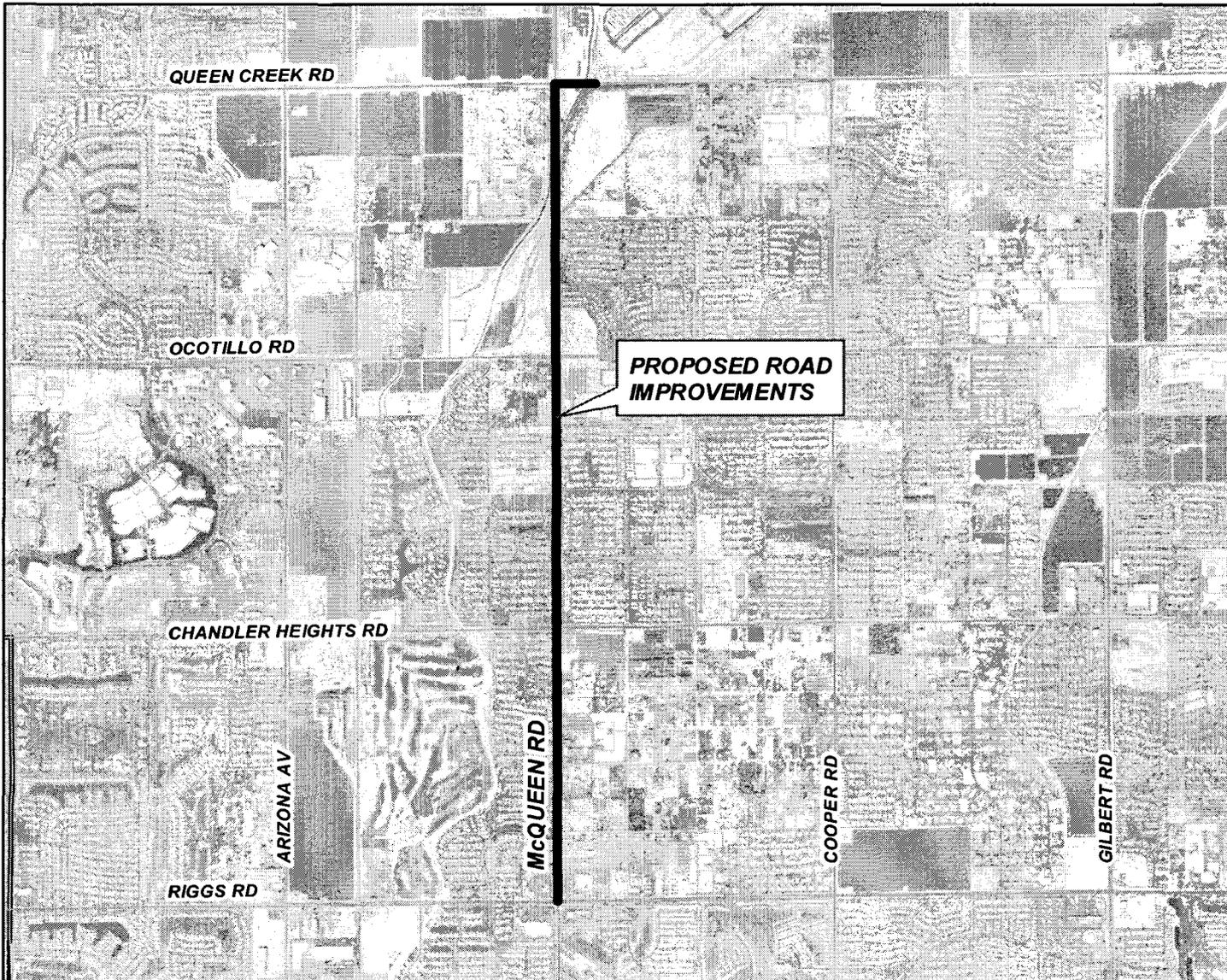
14. City Manager



W. Mark Pertz



McQUEEN ROAD IMPROVEMENTS (QUEEN CREEK RD TO RIGGS RD) PROJECT NO. ST0810-201



MEMO NO. CA10-049

AMENDMENT NO. 1

— PROJECT AREA





Chandler Arizona

AMENDMENT NUMBER 1

Project Name: McQueen Road Improvements
Project No.: ST0810-201

This Amendment No. 1 to that certain Agreement Between the City Of Chandler (CITY) and Ritoch-Powell & Associates, an Arizona Corporation, for McQueen Road Improvements dated 5 May, 2008 is entered into this _____ day of _____, 2009.

WHEREAS the parties have determined that it is necessary and desirable for DESIGN CONSULTANT to perform additional services for CITY;

NOW THEREFORE, the parties agree as follows:

1. Section 3, of the above referenced Agreement, is hereby; amended by adding additional scope of work described in more detail in Exhibit A attached hereto and incorporated herein by reference.
2. Section 5, of the above referenced Agreement, is hereby; amended by increasing the total contract price by an amount not to exceed the sum of One Hundred Fifty Two Thousand Fifty Three dollars, (\$152,053) for a total Contract Price not to exceed the sum of One Million Eight Hundred Fifty One Thousand Nine Hundred Forty Four dollars (\$1,851,944) of all payable in accordance with Exhibit B, attached hereto and incorporated herein by reference.
3. The contract is amended by adding an additional language to the Agreement to read as follows:

Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.

The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Sudan."

Contractor has signed the Contractor Immigration Warranty that is attached as Exhibit C to this Amendment and incorporated by reference.

- 4. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _____, 2009.

CITY OF CHANDLER:

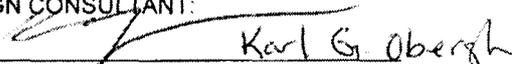
By: _____
MAYOR Date

APPROVED AS TO FORM: _____

City Attorney by: 
ATTEST: _____

City Clerk

DESIGN CONSULTANT:

By:  Karl G. Obergh

Title: *President*

ATTEST: (If corporation)

Secretary

WITNESS: (If Individual or Partnership)

SEAL

Amendment No. 1 cont.

Project No. ST0810-201

THESE CHANGES RESULT IN THE FOLLOWING ADJUSTMENTS OF CONTRACT PRICE AND TIME

ORIGINAL CONTRACT AMOUNT	\$ 1,699,891
CURRENT CONTRACT PRICE PRIOR TO THIS AMENDMENT (Including previous amendments)	\$ 1,699,891
NET INCREASE / DECREASE (Resulting from this amendment)	\$ 152,053
REVISED CONTRACT PRICE (Including this amendment)	\$ 1,851,944
AMENDMENT PERCENTAGE (Of original contract price)	9%
CONTRACT TIME PRIOR TO THIS AMENDMENT (Including previous amendments).	450 (Days or Date)
NET INCREASE/DECREASE (Resulting from this amendment)	0 (Days or Date)
REVISED CONTRACT TIME (Including this amendment)	450 (Days or Date)
THIS AMENDMENT No. _____	Does not Require Council Approval: Less than \$30,000* _____
	More than \$30,000 but less than 10% of Contract* _____
THIS AMENDMENT No. 1	Requires Council Approval Greater than \$30,000* X
	Greater than 10% of Contract * _____
*Including City Manager approved Amendments	
ORIGINAL CONTRACT COUNCIL DATE: 4/24/08 ITEM NO.: 47, if applicable	
COUNCIL APPROVAL: _____ ITEM NO: _____, if applicable	
CITY OF CHANDLER (Date & Name of Owner Dept. verbal approval): <u>9/22/09 Paul Young & Bob Fortier</u>	

CC: City Clerk User Dept Project Mgr Consultant Project Analyst File

EXHIBIT A
SCOPE OF WORK

Additional fire hydrants

Design Consultant shall provide plan notes and profile designs for 50 additional fire hydrants per City Staff direction and City requirements.

Pressure reducing valve water line

Design Consultant shall provide design services and construction plans for a new 16" water line in Queen Creek Road from McQueen Road to Airport Boulevard including the Consolidated Canal crossing to include coordination with SRP electric service and 16" water line alignment and profiles in McQueen Road.

Vapex odor control system

Design Consultant shall provide design services and construction plans for an odor collection, control and treatment system for the existing sanitary sewer manholes in McQueen Road between Queen Creek Road and the Consolidated Canal.

Appleby Road

Design Consultant shall provide design services and construction plans to widen approximately one-half mile of Appleby Road east of McQueen Road to major collector street section. Design shall include roadway design, drainage design, street light design, pavement marking, street signs and landscape design.

Typical section modification

Design Consultant shall modify construction plans to reduce the roadway configuration from six lanes to four lanes on McQueen Road between Chandler Heights Road and Ocotillo Road per City Staff direction. Plan modifications shall include modifying/relocating/changing curb alignments, pavement areas, turn lane configurations, curb profiles, runoff calculations, drainage design, street light illumination calculations, street light locations, pavement markings, street signs, landscape and irrigation.

EXHIBIT B
FEE SCHEDULE

TRANSPORTATION				
<u>CLASSIFICATION</u>	<u>MAN HOURS</u>	<u>LABOR RATES</u>	<u>BILLABLE RATES</u>	<u>LABOR COSTS</u>
Project Principal	0	\$ 77.00	\$ 204.13	\$ -
Project Manager	30	\$ 56.00	\$ 148.46	\$ 1,680.00
Senior PE/RLS	75	\$ 43.00	\$ 113.99	\$ 3,225.00
Design Engineer	184	\$ 30.00	\$ 79.53	\$ 5,520.00
CADD Designer	232	\$ 25.00	\$ 66.28	\$ 5,800.00
Survey Crew	50	\$ 59.00	\$ 156.41	\$ 2,950.00
Clerical	4	\$ 21.00	\$ 55.67	\$ 84.00
Total Hours	575			
			Total Direct Labor	\$ 19,259.00
Overhead Rate	141%		Total Labor with Overhead	\$ 27,155.00
			Net Fee (Subtotal Labor X 10% Fixed Fee)	\$ 4,641.00
Subtotal Transportation				\$ 51,055.00

MUNICIPAL UTILITIES				
<u>CLASSIFICATION</u>	<u>MAN HOURS</u>	<u>LABOR RATES</u>	<u>BILLABLE RATES</u>	<u>LABOR COSTS</u>
Project Principal	0	\$ 77.00	\$ 204.13	\$ -
Project Manager	25	\$ 56.00	\$ 148.46	\$ 1,400.00
Senior PE/RLS	76	\$ 43.00	\$ 113.99	\$ 3,268.00
Design Engineer	236	\$ 30.00	\$ 79.53	\$ 7,080.00
CADD Designer	236	\$ 25.00	\$ 66.28	\$ 5,900.00
Survey Crew	0	\$ 59.00	\$ 156.41	\$ -
Clerical	6	\$ 21.00	\$ 55.67	\$ 126.00
Total Hours	579			
			Total Direct Labor	\$ 17,774.00
Overhead Rate	141%		Total Labor with Overhead	\$ 25,061.00
			Net Fee (Subtotal Labor X 10% Fixed Fee)	\$ 4,284.00
Subtotal Municipal Utilities				\$ 47,119.00

DIRECT AND OUTSIDE EXPENSES:

<u>Description</u>	<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Total</u>
Vehicle Mileage	Miles	\$.48	495	\$ 238.00
Survey Vehicle Mileage	Miles	\$.48	300	\$ 144.00
Copying (8-1/2" x 11")	Each	\$.06		\$ -
Copying (12" x 18")	Each	\$.18	2,325	\$ 419.00

Printing (12" x 18")	Each	\$.52	0	\$ -
Printing (24" x 36") bond	Each	\$ 6.00	558	\$ 3,348.00
Printing (24" x 36") mylar	Each	\$ 18.00	29	\$ 522.00
Deliveries/Postage	Each	\$ 25.00	2	\$ 50.00
GPS Rental	Each/Day	\$ 250.00	5	\$ 1,250.00
Subtotal Direct and Outside Expenses				\$ 5,971.00

Fee			Subtotal Transportation Labor	\$ 51,055.00
			Subtotal Municipal Utilities Labor	\$ 47,119.00
			Subtotal Expenses	\$ 5,971.00
			Subtotal Subconsultants	\$24,458.00
			Subtotal Fee	\$128,603.00
Subconsultant	Task	Fee		
Cooper Aerial	Aerial Survey	\$0.00		
J2 Engineering & Environ.	Landscaping	\$8,688.00		
Ninyo & Moore	Environmental	\$5,950.00		
Ninyo & Moore	Geotechnical	\$0.00		
Southwest Traffic Eng.	Traffic	\$9,820.00		
TBE	Potholing	\$0.00		
TYLIN	Structural	\$0.00		
Subtotal Subconsultants			\$24,458.00	

ALLOWANCES				
Description	Unit	Unit Rate	Quantity	Total
Parcel Legal Descriptions	Each	\$ 1,100.00	7	\$ 7,700.00
Potholing (Transportation)	Each	\$ 525.00	15	\$ 7,875.00
Potholing (MUD hydrants)	Each	\$ 525.00	15	\$ 7,875.00
Subtotal Allowances				\$ 23,450.00
TOTAL FEE + ALLOWANCES				\$152,053.00

EXHIBIT C

Contractor Immigration Warranty
To Be Completed by Contractor Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

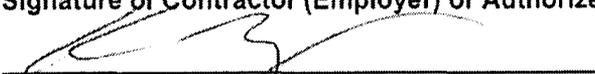
By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Project Number/Division: ST0810-201, McQueen Road Improvements
Name (as listed in the contract): Ritoch-Powell & Associates
Street Name and Number: 3800 N Central Ave
City: Phoenix State: AZ Zip Code: 85012

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees; and
3. The contractor has identified all contractor and subcontractor employees who perform work under the contract and has verified compliance with Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

Signature of Contractor (Employer) or Authorized Designee:



Printed Name: Karl G. Oberge

Title: President

Date (month/day/year): 9/28/09