



AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT
Construction Management Services
Cooper Road Improvements (Alamosa Drive to Riggs Road)

Project No. ST1503.451, Federal No.: STP-CHN-0(235), ADOT No.: SZ18101C
Council Date: November 10, 2022 Item No.

THIS AMENDMENT NO. 2 ("Amendment No. Two") to the Agreement for services dated December 23, 2020 (the "Agreement") is made by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Ritoch-Powell & Associates Consulting Engineers, Inc.** ("Consultant"), on this ____ day of _____, 202____ ("Effective Date"). (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. The Parties entered into the Agreement for the following services: **Construction Management Services** ("Services") for **Cooper Road Improvements (Alamosa Drive to Riggs Road)** project.

B. The Parties have determined that it is necessary and desirable for the Consultant to perform additional services for the City under the terms and conditions set forth in this Amendment No. 2 and the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual promises contained in the Agreement and this Amendment No. 2, the Parties agree to amend and modify the Agreement as follows.

SECTION I – CONSULTANT’S SERVICES

The Agreement is amended to add the modified scope of work described in **Exhibit "A"** attached to and made a part of this Amendment No. 2 by this reference.

SECTION II – PERIOD OF SERVICE

The Agreement is amended to increase the Agreement time by **150** calendar days for a total **821** calendar days.

SECTION III – PAYMENT OF COMPENSATION AND FEES

The Agreement is amended to increase the total Agreement price in an amount not to exceed **\$248,894.34** for a total Agreement amount of **\$1,801,616.59** payable in accordance with **Exhibit “B”** attached to and made a part of this Amendment No. 2 by this reference.

SECTION IV – CONFLICT AMONG DOCUMENTS

The Agreement and this Amendment No. 2 constitute the complete agreement between the Parties concerning the subject matter of the Agreement and replace any prior oral or written communications between the Parties. The terms and conditions of the Agreement are incorporated into and made a part of this Amendment No. 2. If a conflict or ambiguity arises among the Agreement and Amendment No. 2, the instrument in the following order prevails and controls: (1) Amendment No. 2; and (2) Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Amendment No. 2.

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:



Kimberly Moon, P.E.
CIP City Engineer

APPROVED AS TO FORM:

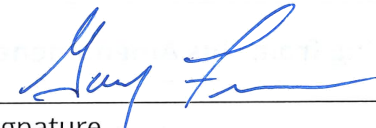
City Attorney 

ATTEST:

City Clerk Seal

"CONSULTANT"

**Ritoch-Powell & Associates Consulting
Engineers, Inc.**



Signature Date 10/14/2022

Gary Fromm, PE

Print Name

Transportation Practice Director

Title

gfromm@ardurra.com

Signer Email Address

Amendment No. 2 (cont.)
Project No. ST1503.451

These changes result in the following adjustments of Agreement amount and/or time:

Original Agreement amount:	\$ 1,552,722.25
Current Agreement amount, prior to this Amendment: (including previous Amendments)	\$ 1,552,722.25
Net change resulting from this Amendment:	\$ 248,894.34
Revised Agreement amount, including this Amendment:	\$1,801,616.59
Last Agreement amount approved by Council (if applicable):	\$ 1,552,722.25
Amendment % of last Agreement amount approved by Council: (if accumulated amount over 10% of previous Agreement amount approved by Council, Council approval is required)	13%
Agreement time or completion date prior to this Amendment: (including previous amendments) <u>671</u> or ____ Days Date	
Net change resulting from this Amendment: <u>150</u> or ____ Days Date	
Revised Agreement time or completion date: (including this amendment) <u>821</u> or ____ Days Date	
THIS AMENDMENT No. ____ does <u>NOT</u> require Council approval: Amendment is less than 10% of Agreement amount last approved by Council ____	
THIS AMENDMENT No. 2 does require Council approval: Amendment is over 10% of previous Agreement amount approved by Council <u>X</u>	
Amendment No. <u>2</u> Council approval: ____ Item No.: ____, if applicable OWNER NAME & DATE APPROVAL: <u>Kimberly Moon 9/27/22</u>	

C: Project Mgr. Consultant Owner File

EXHIBIT A

SCOPE OF WORK

EXHIBIT "A"

CONSTRUCTION MANAGEMENT CONTRACT MODIFICATION NO. 2 SCOPE OF SERVICES (FHWA FUNDED PROJECTS)

DESCRIPTION OF ADDITIONAL WORK

1. Ardurra's Construction Management (CM) contract scope and fee was based on 450 calendar days stated in City's construction contract with Pulice Construction (Contractor). Contractor's approved final completion date was 5/18/22 based on the 450 calendar days. Contractor's most recent CPM indicates the final completion date will be 11/15/2022. The additional eighteen (18) weeks requires additional CM services to comply with federal funded project requirements. The following outline describes CM services from 9/1/22 to 12/30/22 to close contract.

PROJECT TASKS

1. PRE-CONSTRUCTION ASSISTANCE

A. Task 1.1 Preconstruction Assistance

- i. No additional compensation needed.

2. CONSTRUCTION MANAGEMENT

A. Task 2.1 Weekly Construction Meetings

- i. Consultant assumes an additional five (5) bi-weekly meetings (Sept – Nov).

B. Task 2.2 CPM Schedule

- i. Consultant assumes an additional three (3) CPM reviews.
- ii. Consultant has previously reviewed fifteen (15) Contractor requests for additional time or reimbursement. These reviews are not in Consultant's existing contract but were performed within contract budget thereby not requiring request for additional compensation. However, Consultant anticipates Contractor's current and future requests for additional time and/or reimbursement will require review, comment and coordination from our team. Consultant assumes four (4) additional time or cost letters from the Contractor which require review and response.
- iii. Consultant anticipates City will implement Liquidated Damages (LDs) against Contractor for not meeting Final Completion date. Consultant estimates 40 hours time required of our team assisting City's implementation of LDs.

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

- i. Consultant assumes five (5) additional RFIs to reach final completion. Time included in fee derivation assumes 1 hour to respond to RFI plus five biweekly log updates

D. Task 2.4 Shop Drawing Submittals

- i. Consultant assumes five (5) additional Shop Drawings for traffic, landscape and concrete flatwork required to reach final completion.

E. Task 2.5 Requests for Proposal (RFP)

- i. Consultant assumes no additional RFPs will be requested or submitted for review. Therefore, no additional compensation needed.
- ii. Consultant assumes five (5) additional T&Ms will be submitted for review for landscape, site grading and punch list items to reach final completion.

F. Task 2.6 Field Directives (FD's)

- i. Consultant assumes five (5) additional FDs will be submitted for review by Contractor for traffic, landscape and sitework grading to reach final completion.

G. Task 2.7 Contractor Payment Applications

- i. Consultant assumes three (3) additional payment application reviews to reach final completion.

H. Task 2.8 Public Outreach

- i. Consultant's subconsultant requires twenty-six (26) weeks of additional time performing Public Outreach updates and Hotline monitoring and responses to reach final completion.
- ii. Consultant must coordinate property owner complaints for eighteen (18) weeks and prepare/ complete property acceptance forms with subconsultant for 32 properties.

3. CONSTRUCTION ADMINISTRATION

A. Task 3.1 Federal Compliance Administration

- i. No additional compensation needed.

B. Task 3.2 Administrative Support (Not Included)

- i. No additional compensation needed.

4. CONSTRUCTION INSPECTION

A. Task 4.1 Inspection Services

- i. Contractor's crews are currently working five (5) ten (10) Hour days each week which requires fulltime inspection. Consultant assumes one (1) full time inspector for 50 hours per week for nine (9) additional weeks to reach substantial completion and part time inspector for 20 hours per week for four (4) additional weeks to reach final completion.

B. Task 4.2 Landscape / Irrigation Inspection Services

- i. No additional compensation needed.

C. Task 4.3 Project Closeout

- i. Consultant must compile non-conformance list prior to Substantial Completion; schedule and conduct Substantial Completion inspection; prepare Substantial Completion punch list generated from Substantial Completion inspection; track items on punch list and note completed items; and complete and distribute Substantial Completion certificates.
- ii. Consultant must schedule and conduct Final Completion inspection; and complete and distribute Final Completion certificates.

5. UTILITY COORDINATION

A. Task 5.1 Utility Coordination

- i. Consultant must complete Acceptance of Construction (AOC) applications and submit to MCESD for reclaimed water booster pump and potable water/sewer improvements.

6. MATERIALS TESTING

A. Task 6.1 Quality Control (QC) Test Program

- i. No additional compensation needed.

B. Task 6.2 Quality Assurance (QA) Test Program

- i. Consultant must prepare, submit and obtain Materials Quality Assurance plan approval from ADOT after all testing has been completed.
- ii. Consultant must obtain QA material samples and compaction tests of aggregate base, asphalt concrete subgrade, concrete structures and utility trench backfill. Additional QA testing not included in original contract was required for following City approved additional work:
 - New 2" surface course SB Cooper STA 100+80 (Riggs) to STA 104+50.
 - New 2" surface course SB Cooper STA 157+00 to STA 165+50.
 - Full depth replacement NB Cooper STA 127+25 to STA 139+00.
 - Barrington Basin new storm drain pipe and manhole installation.
 - 2,440 LF of new waterline installation from Blue Ridge to Kaibab.

C. Task 6.3 Material Certifications

- i. Consultant assumes nine (9) additional weekly reviews of material certification sheets, quantities and logs to comply with "Buy America" requirements.

D. Task 6.4 Independent Assurance (IA) Test Program

- i. No additional compensation needed.

7. RECORD DRAWINGS

A. Task 7.1 Record Drawings

- i. Review Contractor's submitted as-built Record Drawing Review and monitor Contractor's weekly updates on red-line drawing set.

8. PROJECT MANAGEMENT

A. Task 8.1 Project Monitoring

- i. Consultant must perform weekly contract administration tasks, prepare/submit monthly invoices and complete contract close out tasks in compliance with federal funded project requirements for eighteen (18) weeks to close contract in compliance with federal funded project requirements.

B. Task 8.2 Manage Sub-Consultants

- i. Consultant must perform weekly contract administration tasks to coordinate subconsultant tasks, review monthly invoice submittals, process reimbursement, close out subconsultant contracts and review/verify prompt pay reports on ADOT's LCP Tracker for eighteen (18) weeks to close contract in compliance with federal funded project requirements.

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

1. Application fees for City reviews and permits will be paid by CITY.
2. The following items are excluded from this scope of work:
 - a. Special Inspections
 - b. Aerial Mapping and photography
 - c. Environmental Investigation
 - d. Potholing and survey for potholing
 - e. Private and public utility relocation design
 - f. Drainage analysis or design
 - g. Pavement design
 - h. Federal compliance administration support
 - i. GIS survey or data processing
 - j. Preparing and producing displays, exhibits, engineering designs or details required for public meetings or information.
 - k. Documentation of existing property conditions, project signage or traffic signage by Public Outreach (MakPro).
3. The Owner's Allowance will only be utilized with prior written approval from the City representative.
4. The Direct Expense Allowance will be used for normal reimbursable expenses on the project. Items must be billed at cost and backup must be provided with pay applications.
5. Contract work must be performed in accordance with Exhibit D Title VI Assurances Appendix A and Exhibit E Title VI Assurances Appendix E.

EXHIBIT B
FEE SCHEDULE

EXHIBIT B

	RPA Task Descriptions	Previously Billed	Billed Project to Date	Amount to Complete	Budget Remaining	Total Contract Amount
5011	Pre-Construction Assistance	\$3,696.24	\$3,696.24	\$0.00	-\$579.26	\$3,696.24
5021	Weekly Construction Meetings	\$53,788.67	\$54,617.53	\$2,091.24	\$4,092.77	\$56,708.77
5022	CPM Schedule	\$10,120.02	\$10,517.04	\$8,374.80	\$62.35	\$18,891.84
5023	Request for Information (RFI)	\$15,958.78	\$15,958.78	\$1,394.16	\$2,894.42	\$17,352.94
5024	Shop Drawing Submittals	\$26,042.84	\$26,342.34	\$697.08	-\$9,602.58	\$27,039.42
5025	Requests for Proposal (RFP)	\$25,523.92	\$25,920.94	\$2,091.24	\$6,046.06	\$28,012.18
5026	Field Directive (FD)	\$14,865.78	\$15,130.46	\$1,394.16	\$697.88	\$16,524.62
5027	Contractor Payment Apps	\$12,164.08	\$12,958.12	\$2,394.21	\$5,522.99	\$15,352.33
5028	Public Outreach	\$5,266.64	\$5,266.64	\$10,010.34	\$8,645.59	\$15,276.98
5041	Inspection Services	\$660,997.04	\$688,593.73	\$70,767.71	-\$100,630.66	\$759,361.44
5043	Project Closeout	\$0.00	\$0.00	\$2,423.75	\$10,748.83	\$2,423.75
5051	Utility Coordination	\$12,318.07	\$12,318.07	\$1,192.18	-\$4,376.77	\$13,510.25
5061	QC Test Program	\$6,613.46	\$6,613.46	\$0.00	\$175.05	\$6,613.46
5062	QA Test Program	\$8,270.07	\$8,336.24	\$4,808.11	-\$4,052.77	\$13,144.35
5063	Material Certifications	\$32,075.88	\$32,807.22	\$4,544.54	\$5,490.08	\$37,351.76
5071	Record Drawings	\$0.00	\$0.00	\$35,608.99	\$31,309.07	\$35,608.99
5081	Project Monitoring	\$26,866.50	\$27,820.12	\$2,933.20	-\$3,779.86	\$30,753.32
5082	Manage Sub-Consultants	\$11,663.66	\$12,013.97	\$2,428.03	\$16,511.18	\$14,442.00
8080	ATEK (DBE)	\$181,425.65	\$181,425.65	\$22,025.80	\$58.35	\$203,451.45
8081	J2 (DBE)	\$2,009.55	\$2,009.55	\$0.00	\$15,961.45	\$2,009.55
8082	Kimley Horn	\$266,384.79	\$270,027.30	\$64,880.10	-\$778.72	\$334,907.40
8083	Lee Engineering	\$3,557.45	\$3,557.45	\$0.00	\$4,748.55	\$3,557.45
8084	MakPro (DBE)	\$38,198.20	\$38,888.20	\$7,150.00	-\$888.20	\$46,038.20
8085	Speedie	\$8,122.82	\$8,122.82	\$0.00	\$4,721.38	\$8,122.82
5110	Procore Allowance	\$41,252.78	\$41,252.78	\$0.00	\$4,747.22	\$41,252.78
5111	Owners Allowance	\$0.00	\$0.00	\$50,000.00	\$50,000.00	\$50,000.00
9099	Direct & Outside Expenses	\$212.30	\$212.30	\$0.00	\$570.90	\$212.30
	Total RPA Fee	\$926,231.65	\$958,910.90	\$153,153.74	-\$30,825.63	\$1,112,064.64
	Total SubConsultant Fee	\$499,698.46	\$504,030.97	\$94,055.90	\$23,822.81	\$598,086.87
	Total Allowances & Expenses	\$41,465.08	\$41,465.08	\$50,000.00	\$55,318.12	\$91,465.08
	Total Fee	\$1,467,395.19	\$1,504,406.95	\$297,209.64	\$48,315.30	\$1,801,616.59
	Translation Fee	\$0.00		Total Requested CO #1 Cost \$248,894.34		