



**AMENDMENT NO. 2 TO
CONSTRUCTION MANAGEMENT SERVICES AGREEMENT**

**DOBSON ROAD IMPROVEMENTS AT INTEL DRIVEWAYS #1 AND #4
Project No. ST2009.451**

Council Date: May 9, 2024

THIS AMENDMENT NO. 2 ("Amendment No. 2") to the professional services agreement dated December 15, 2021, (the "Agreement") is made by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Ritoch-Powell & Associates Consulting Engineers Inc.**, an Arizona limited liability company, ("Consultant"), on this ____ day of _____, 2024, ("Effective Date" by Clerk). (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 **Construction Management Services** ("Services") for the **Dobson Road Improvements at Intel Driveways #1 and #4** project.
- B. The Parties have determined that it is necessary and desirable for the Consultant to perform services for the City under the terms and conditions set forth in this Amendment No. 2 and the Agreement.
- C. The Parties acknowledge the Agreement has expired. Both Parties have determined that it is necessary and desirable for the Consultant to complete the remaining tasks under the terms and conditions set forth in 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 Consultant's Services are modified as described in the Exhibit "A" attached to and made part of this amendment by reference.

SECTION II – PERIOD OF SERVICE

The Period of Service is increased by **134** calendar days for a revised total of **515** calendar days.

SECTION III – PAYMENT OF COMPENSATION AND FEES

The Fees are increased by **\$24,815** and will be payable in accordance with Exhibit "B" attached to and made part of this amendment by reference, for a revised total not to exceed **\$112,820**.

SECTION IV – CONFLICT AMONG DOCUMENTS

The Agreement, this amendment, and any previous amendments 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. If a conflict or ambiguity arises between the Agreement and this amendment, the instrument in the following order prevails and controls: (1) this amendment; (2) any previous Amendments from most recent to oldest; and (3) the 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

**"CONSULTANT"
RITTOCH-POWELL & ASSOCIATES
CONSULTING ENGINEERS, INC.**

4/15/24

MAYOR

Signature Date

RECOMMENDED BY:

Frank E. Henderson III

Daniel Haskins

Print Name

Daniel Haskins, P.E.
CIP City Engineer

Group Manager/Sr. Project Manager

Title

fhenderson@ardurra.com

APPROVED AS TO FORM:

Signer Email Address

City Attorney

ATTEST:

City Clerk

Seal

Amendment No. 2 (cont.)
Project No. ST2009.451

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

Amendment authorized by Owner name: Dan Haskins		Date: 2/9/24
Consultant email: fhenderson@ardurra.com		
Original Agreement amount:	\$88,005	
Previous Amendment(s) total:	\$0	
Last Agreement amount approved by Council:	\$88,005	
This Amendment:	\$24,815	
This Amendment + previous Amendment(s) not approved by Council total:	\$24,815	
Revised Agreement total:	\$112,820	
Council Approval Required (yes indicates approval required)	Yes	No
Amendment(s) total over \$100,000:	☐	☒
Amendment(s) total causes Agreement to exceed \$100,000:	☒	☐
Agreement Time		
Agreement time prior to this Amendment (including previous amendments):	<u>381</u> Calendar Days	
Net change resulting from this Amendment:	<u>134</u> Calendar Days	
Revised Agreement time (including this Amendment):	<u>515</u> Calendar Days	
Council Approval (if applicable)		
Council Approval Date: <u>5/9/24</u> Item No. <u>pending</u>		

cc: Project Manager, Consultant, Owner, File

EXHIBIT A
SCOPE OF WORK



December 15, 2023

Mr. Jason Garcia
Construction/Design Project Manager
City of Chandler
Public Works & Utilities Capital Projects

RE: Construction Management (CM) Scope of Work and Fee Proposal
City Project No. ST2009.451
Dobson Road Improvements At Intel Driveways #1 and #4

Dear Mr. Garcia,

RITTOCH-POWELL & ASSOCIATES (an Ardurra Company) is pleased to submit the attached Scope of Work and Fee Proposal derivation for additional T&M compensation to provide construction administration, management and inspection services for the Dobson Road Improvements project.

Our additional T&M compensation totaling \$24,815 is necessary to match the contractor's approved CPM schedule that requires an additional seven (7) weeks of Time & Materials (T&M) services not included in Ardurra's current Contract Time.

We sincerely appreciate the opportunity to continue our City of Chandler relationships executing final design, construction administration, and inspection services and look forward to completing this construction project.

Respectfully submitted,

Frank E. Henderson III
Digitally signed by Frank E.
Henderson III
DN: cn=Frank E.
Henderson III, o=Ardurra, ou=Transportation
& CM Services, cn=Frank E.
Henderson III
Date: 2023.12.15 05:49:06-0700'

Frank E. Henderson III
Sr. Project Manager

EXHIBIT A
Contract Modification No. 2
Additional T&M Services
ST2009.451

Additional Scope of Work Description

Time and Material (T&M) compensation for pre-construction, construction oversight, part time (4 hours/day) construction inspection and project management services was calculated based on Contract Time (150 calendar day) in original contract (dated March 15, 2022). Contract Modification No. 1 (dated July 6, 2023) increased Contract Time by 231 calendar days without additional T&M compensation for construction services to reflect Contractor construction NTP delays.

Contractor's updated Critical Path Method (CPM) received 10/23/23 reflects site mobilization to start construction on 4/30/23 with substantial completion on 11/27/23 and final completion 12/14/23 which is total eight (8) months equaling 240 calendar days. Contractor's Contract Time difference between Ardurra's original fee estimate and Contractor's approved CPM is ninety (90) calendar days which is nine (9) additional weeks.

Contractor achieved Substantial Completion on 11/27/23. Ardurra's part time (4 hours/day) on-site inspection and construction administration services for weekly meetings to match Contractor's schedule exceed Ardurra's contract by seven (7 weeks). Contractor's schedule to achieve final completion on 12/14/23 require an additional two (2) weeks of part time (4 hours/week) inspection services to verify punch list items are completed. Ardurra's additional services resulting from additional contractor construction schedule are:

1. PRE-CONSTRUCTION ASSISTANCE
 - A. Task 1.1 Preconstruction Assistance
 - i. No additional scope from current contract.
2. CONSTRUCTION MANAGEMENT
 - A. Task 2.1 Weekly Construction Meetings
 - i. Scope of work remains as stated in contract. T&M compensation increased to reflect seven (7) additional weekly meetings.
 - B. Task 2.2 CPM Schedule
 - i. Scope of work remains as stated in contract. T&M compensation increased to reflect one (1) additional monthly CPM submittals.
 - C. Task 2.3 Requests for Information (RFI's)
 - i. No additional scope from current contract.
 - D. Task 2.4 Submittals
 - i. No additional scope from current contract.
 - E. Task 2.5 Time & Materials (T&M)
 - i. No additional scope from current contract.
 - F. Task 2.6 Field Directives (FD's)
 - i. No additional scope from current contract.
 - G. Task 2.7 Contractor Payment Applications
 - i. Scope of work remains as stated in contract. T&M compensation increased to reflect one (1) additional monthly CPM submittal.
3. CONSTRUCTION INSPECTION
 - A. Task 3.1 Inspection Services
 - i. Scope of work remains as stated in contract. T&M compensation increased to reflect one (1) inspector on-site for four (4) hours per day for seven (7) additional weeks plus one (1) additional inspector on-site for four (4) hours per week for two (2) additional weeks to verify punch list completion.
 - B. Task 3.2 Project Closeout
 - i. Scope of work remains as stated in contract.

4. UTILITY COORDINATION
 - A. TASK 4.1 Utility Coordination
 - i. Scope of work remains as stated in contract.
5. RECORD DRAWINGS
 - A. Task 5.1 Record Drawings
 - i. Scope of work remains as stated in contract.
6. PROJECT MANAGEMENT
 - A. Task 6.1 Project Monitoring
 - i. Scope of work remains as stated in contract. T&M compensation increased to reflect nine (9) additional weeks of contract time.

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

1. No changes from original contract.

EXHIBIT B
FEE SCHEDULE



Exhibit B-1 Fee Schedule = lump sum cost per task

COST PROPOSAL SUMMARY

PROJECT NAME:	Dobson Road Improvements Intel Driveways #1 & #4 - CM Services
PROJECT NO.:	ST2009.451
FEDERAL PROJECT NO.:	N/A
TRACS NO.:	N/A

CLASSIFICATION	CONTRACT LABOR		BILLING RATES		LABOR COSTS
	MAN HOURS				
EIT	0	\$	115.00	\$	-
Construction Manager	14	\$	185.00	\$	2,590.00
Inspection/Construction Observer	176	\$	120.00	\$	21,120.00
Administrative Support	13	\$	85.00	\$	1,105.00
	0	0	\$	-	\$ -
	0	0	\$	-	\$ -
	0	0	\$	-	\$ -
	0	0	\$	-	\$ -
	0	0	\$	-	\$ -
	0	0	\$	-	\$ -
	0	0	\$	-	\$ -
	0	0	\$	-	\$ -
TOTAL DIRECT LABOR				\$	24,815.00
SUBTOTAL CONTRACT LABOR				\$	24,815.00

Subtotal Contract Labor	\$	24,815.00
Subtotal Direct and Outside Expenses	\$	-
Subtotal Subconsultants	\$	-
Total Contract Fee	\$	24,815.00

Subtotal Allowances	\$	-
Total Contract Fee & Allowances	\$	24,815.00

DIRECT AND OUTSIDE EXPENSES				
DESCRIPTION	UNIT	UNIT RATE	QUANTITY	TOTAL
1 Personal Vehicle Mileage	Miles	\$ 0.54		\$ -
2				\$ -
3				\$ -
4				\$ -
5				\$ -
REPRODUCTIONS - AT COST (Estimates Only)				
Printing (8-1/2" x 11")	Each	\$ 0.10		\$ -
Printing (11" x 17")	Each	\$ 0.15		\$ -
Bond Large Format	Each	\$ 1.44		\$ -
Mylar Large Format	Each	\$ 12.14		\$ -
Exhibits	Each	\$ 250.00		\$ -
Deliveries/Postage	Each	\$ 50.00		\$ -
SUBTOTAL DIRECT AND OUTSIDE EXPENSES				\$ -

SUBCONSULTANTS FEE		
SUBCONSULTANT	TASK	FEE
1		\$ -
2		\$ -
3		\$ -
4		\$ -
5		\$ -
6		\$ -
7		\$ -
8		\$ -
9		\$ -
10		\$ -
SUBTOTAL SUBCONSULTANTS FEE		\$ -

ALLOWANCES		
CONSULTANT/EXPENSES	TASK	FEE
1		\$ -
2		\$ -
3		\$ -
4		\$ -
5		\$ -
SUBTOTAL ALLOWANCES		\$ -

CONTRACT TERMS		
PAYMENT METHOD	LUMP SUM	Chandler On-Call: EN2101.451 CM Services
CONTRACT DURATION	TIME AND MATERIALS (CALENDAR DAYS)	(RPA RATE TABLE NAME)
PROCUREMENT METHOD	SOLICITATION / DIRECT SELECT	EN2101.451
	ON-CALL TASK ORDER	(ON-CALL CONTRACT NO.)



Exhibit B-2 Hours and Rates = hours and other backup documents

DERIVATION OF COST PROPOSAL SUMMARY

Task	Description	# of Sheets	EIT	Construction Manager	Inspection/Construction Observer	Administrative Support									Total Hours By Task	Total Cost By Task
		Hourly Rate	\$ 115.00	\$ 185.00	\$ 120.00	\$ 85.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
1	PRE-CONSTRUCTION ASSISTANCE															
1.1	Pre-Construction Meeting														0	\$0.00
	SUBTOTAL PRE-CONSTRUCTION ASSISTANCE		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
2	CONSTRUCTION MANAGEMENT															
2.1	Conduct, Attend & Prepare Weekly Meeting Agenda & Minutes (7)				7	7									14	\$1,435.00
2.2	Review Monthly CPM Schedule (1)			1	1										2	\$305.00
2.3	Review and Respond to RFI's & Maintain RFI Log														0	\$0.00
2.4	Review Shop Drawing Submittals & Maintain Submittal Log														0	\$0.00
2.5	Review T&M Cost Submittals & Maintain T&M Log														0	\$0.00
2.6	Prepare FD Documents & Maintain FD Log														0	\$0.00
2.7	Review Monthly Payment Applications, Maintain Weekly Record of Quantities, Coordinate with City Quantity Report			3	6										9	\$1,275.00
	SUBTOTAL CONSTRUCTION MANAGEMENT		0	4	14	7	0	0	0	0	0	0	0	0	25	\$3,015.00
3	CONSTRUCTION INSPECTION															
3.1	Inspection Services				162										162	\$19,440.00
3.2	Project Closeout														0	\$0.00
	SUBTOTAL CONSTRUCTION INSPECTION		0	0	162	0	0	0	0	0	0	0	0	0	162	\$19,440.00
4	UTILITY COORDINATION															
4.1	Coordination with Utilities														0	\$0.00
	SUBTOTAL UTILITY COORDINATION		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
5	RECORD DRAWINGS															
5.1	Review and Monitor Contractor Redlines														0	\$0.00
	SUBTOTAL RECORD DRAWINGS		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00



DERIVATION OF COST PROPOSAL SUMMARY

Task	Description	# of Sheets	EIT	Construction Manager	Inspection/Construction Observer	Administrative Support									Total Hours By Task	Total Cost By Task
		Hourly Rate	\$ 115.00	\$ 185.00	\$ 120.00	\$ 85.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6	PROJECT MANAGEMENT															
6.1	Project Monitoring			10		6									16	\$2,360.00
	SUBTOTAL PROJECT MANAGEMENT		0	10	0	6	0	0	0	0	0	0	0	0	16	\$2,360.00
	Total Hours		0	14	176	13	0	0	0	0	0	0	0	0	203	
	Total Dollars		\$ -	\$ 2,590.00	\$ 21,120.00	\$ 1,105.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 24,815.00