

# Staff Summary Report



Council Meeting Date: 02/07/08

Agenda Item Number: \_\_\_\_\_

**SUBJECT:** Request approval of addenda to on-call professional services contracts with Quality Testing, LLC, Ricker Atkinson McBee Morman & Associates, Inc., and Ninyo & Moore for On-Call Materials Testing and Related Services.

**DOCUMENT NAME:** 20080207PWDR01 ENGINEERING ADMINISTRATION (0803)

**SUPPORTING DOCS:** Yes

**COMMENTS:** Addenda to on-call professional services contracts each in an individual amount not to exceed \$50,000 with Quality Testing, LLC, Ricker Atkinson McBee Morman & Associates, Inc., and Ninyo & Moore, all subject to execution of the final written addendum. The original contract amounts of \$300,000 plus approval of these addenda will increase the individual amount of the original contracts to \$350,000.

**PREPARED BY:** DONNA RYGIEL, ENG. CONTRACT ADMIN. (x8520)  
TOM WILHITE, PRINCIPAL CIVIL ENGINEER (x2921)

**REVIEWED BY:** ANDY GOH, DEPUTY PW MANAGER/CITY ENGINEER (x8896)

**LEGAL REVIEW AS TO FORM:** ANDREW CHING, CITY ATTORNEY (x8575)

**FISCAL NOTE:** The funds for materials testing are provided from two sources. Costs associated with private development and utility permits are charged to operating budget cost center 3222. Costs associated with Capital Improvement projects are charged to each individual Capital Improvement Project for which testing is required.

**RECOMMENDATION:** Approve on-call professional services contract addenda.

**ADDITIONAL INFO:** For the original contracts, the Engineering Division conducted the request for proposal process and received proposals from geotechnical firms interested in providing materials testing on construction projects in the City of Tempe. A qualification based selection process, including a site visit, was conducted to determine which testing labs best met the current and future needs of the City. Considering the diversity of construction and maintenance projects in the City, and the differing areas of expertise of the labs being evaluated, three firms were selected for this on-call service.

This is the first of two possible 12-month contract extensions. The updated hourly fee schedules are a result of inflation in labor and materials testing costs. Staff has reviewed the fee schedules and found them to be acceptable for the scope of services and the current market.

Approved by Glenn Kephart, Public Works Manager



CITY OF TEMPE, ARIZONA  
PUBLIC WORKS DEPARTMENT  
DIVISION OF ENGINEERING

CONSULTANT AGREEMENT

ADDENDUM NO. ONE

PROJECT NO: 3221-6659

PROJECT NAME: On-Call Materials Testing and Related Services

This AGREEMENT made and entered into by and between the CITY OF TEMPE, ARIZONA, a municipal corporation, hereinafter called the CITY, and QUALITY TESTING, LLC, hereinafter called the CONSULTANT, amends the original Contract made and entered into by and between the same parties on February 15, 2007, (C2007-23).

For and in consideration of the mutual covenants and conditions hereinafter contained, it is agreed by and between the City and the Consultant as follows:

I. The original Contract shall be extended to cover a twelve (12) month contract extension, establishing a completion date of February 28, 2009.

II. The on-call services for the extension shall be the same as those stipulated under the original Contract.

III. For services described in this AGREEMENT, the method of payment shall be payment by installments based on the hourly rates established in the updated fee schedule attached (Exhibit A). The original Contract amount not to exceed \$300,000.00 shall be increased by \$50,000.00, which shall be payment in full for all labor, equipment, materials and supplies needed to perform these services.

All other provisions of the original Contract Schedule of Payment Section shall apply to this AGREEMENT.

IV. The Consultant shall proceed with the work immediately upon execution of this AGREEMENT. The Consultant shall be granted a twelve (12) month contract extension.

V. All other provisions of the original Contract where not inconsistent with this AGREEMENT shall remain binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day  
of \_\_\_\_\_, 2008.

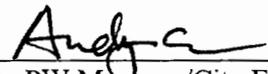
CITY OF TEMPE, ARIZONA

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Public Works Manager

ATTEST:

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

Recommended By:  
  
\_\_\_\_\_  
Deputy PW Manager/City Engineer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**The CONSULTANT warrants that the person who is signing this Agreement on behalf of the CONSULTANT is authorized to do so and to execute all other documents necessary to carry out the terms of this Agreement.**

CONSULTANT  
Quality Testing, LLC

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Federal I.D. No. /Social Security No.

Certified to be a true and exact copy.

\_\_\_\_\_  
Karen M. Fillmore  
Records Specialist



Quality Testing, LLC  
 175 S. Hamilton Place  
 Bld 6, Ste 114  
 Gilbert, AZ 85233  
 (480)496-2000

**CONSTRUCTION MATERIALS TESTING SERVICES  
 FEE SCHEDULE (Effective FEBRUARY 2008)**

	UNIT	RATE (\$)	UNIT	RATE (\$)
<b>CITY OF TEMPE (ON-CALL) / SERVICES (Portal to Portal)</b>				
A1	Administrative Contact	Hourly	CONCRETE AND MASONRY	
A3	Field Testing Technician	Hourly	Compressive Strength, Cores (Supplied by Client)	Each 20.00
A2	Development Services Inspector	Hourly	Drill Concrete Cores (Obtain)	Each plus 10%
G1	General Civil Inspector	Hourly	Concrete Cylinders (Fabricate/Cure/Break)	Each 12.00
G2	Special Inspector	Hourly	Flexural Beam Testing	Each 30.00
G3	AWS/CWI Structural Steel Inspector	Hourly	Grout & Mortar Cube	Each 15.00
F2	Other Materials Acceptability Services	Hourly	Masonry Prisms, Grouted (4 x 8)	Each 60.00
	Overtime (applies to A3, A2, G1, G2, G3 only)	Multiplier	Masonry Prisms, Grouted (6 x 12)	Each 125.00
			Masonry Prisms, UngROUTED (4 x 8)	Each 50.00
			Masonry Prisms, UngROUTED (6 x 12)	Each 90.00
F1	Initial Mix Design Review	EA	<b>ASPHALT</b>	
F1	Resubmitted Mix Design Review	EA	Core Bulk Density/Thickness	Each 20.00
H1	Video Inspection (by subconsultant)	Cost plus 5%	Core Bulk Density/Thickness (Paraffin Coated)	Each 30.00
B1	Laboratory Testing	See schedule at right	Drill AC Cores (up to 8" thickness)	Each 30.00
B1	Outside Specialty Testing (by Others)	Cost plus 10%	Ignition Oven - Calibration (per mix)	Each 450.00
			Ignition Oven - Asphalt Cement Content	Each 100.00
			Ignition Oven - Gradation	Each 60.00
			Marshall Specimen Bulk Density	Set of 3 110.00
			Marshall Stability & Flow	Set of 3 30.00
			Max. Theoretical Specific Gravity (Premixed)	Set of 3 130.00
			Gyratory Compaction	Set of 2 250.00
			Nuclear Asphalt Content Gauge - Calibration (per mix)	Each 450.00
			<b>SOIL &amp; AGGREGATE</b>	
			Aggregate Durability (Coarse)	Each 100.00
			Aggregate Durability (Fine)	Each 100.00
			Aggregate Unit Weight	Each 40.00
			Cold Feed Gradation	Each 60.00
			Flakiness Index	Each 75.00
			Fractured Faces	Each 55.00
			In-Situ Moisture Test	Each 10.00
			L.A. Abrasion	Each 145.00
			Liquid Limit	Each 50.00
			Moisture Determination	Each 25.00
			pH & Resistivity Determination	Each 80.00
			Plasticity Index, Dry Prep	Each 65.00
			Plasticity Index, Wet Prep	Each 125.00
			Proctor, Modified	Each 120.00
			Proctor, Standard	Each 110.00
			Sand Equivalent	Each 75.00
			Sieve Analysis	Each 60.00
			Sieve Analysis, Clayey Material	Each 90.00
			Specific Gravity/Absorption (Coarse)	Each 45.00
			Specific Gravity/Absorption (Fine)	Each 60.00
			Splitting of Test Samples	Each 30.00
			Uncompacted Voids of Fine Aggregate	Each 75.00
			Visual Classification	Each 15.00
			Swell Test	Each 80.00

For a detailed description of all the positions and services, please refer to the attached pages labelled as COST PROPOSAL - POSITIONS & SERVICES DEFINED. The letter codes shown on the left side refer to the "Principal Features" as defined in the REQUEST FOR STATEMENT OF QUALIFICATIONS.

TWH



CITY OF TEMPE, ARIZONA  
PUBLIC WORKS DEPARTMENT  
DIVISION OF ENGINEERING

CONSULTANT AGREEMENT

ADDENDUM NO. ONE

PROJECT NO: 3221-6659

PROJECT NAME: On-Call Materials Testing and Related Services

This AGREEMENT made and entered into by and between the CITY OF TEMPE, ARIZONA, a municipal corporation, hereinafter called the CITY, and RICKER ATKINSON MCBEE MORMAN & ASSOCIATES, INC., hereinafter called the CONSULTANT, amends the original Contract made and entered into by and between the same parties on February 15, 2007, (C2007-24).

For and in consideration of the mutual covenants and conditions hereinafter contained, it is agreed by and between the City and the Consultant as follows:

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day  
of \_\_\_\_\_, 2008.

CITY OF TEMPE, ARIZONA

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Public Works Manager

ATTEST:

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

Recommended By:

  
\_\_\_\_\_  
Deputy PW Manager/City Engineer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**The CONSULTANT warrants that the person who is signing this Agreement on behalf of the CONSULTANT is authorized to do so and to execute all other documents necessary to carry out the terms of this Agreement.**

CONSULTANT  
Ricker Atkinson McBee Morman and Associates, Inc.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Federal I.D. No. /Social Security No.

Certified to be a true and exact copy.

\_\_\_\_\_  
Karen M. Fillmore  
Records Specialist

# EXHIBIT A



R·A·M·M

Ricker • Atkinson • McBee • Morman & Associates, Inc.  
Geotechnical Engineering • Construction Materials Testing  
2105 S. Hardy Drive, Suite 13, Tempe, AZ 85282-1924  
Telephone (480) 921-8100 • Facsimile (480) 921-4081

## City of Tempe On-Call Materials Testing and Related Services PROPOSED FEE SCHEDULE

### ENGINEERING

Project Engineer/Manager \$ 80.00 /hour

### FIELD SAMPLING AND TESTING

Engineering Technician \$ 44.00 /hour

Senior Engineering Technician (ATTI, ACI, NICET Level III) \$ 49.00 /hour

Asphalt Coring Equipment \$ 26.00 /hour

### SPECIAL INSPECTIONS

Foundation Excavations \$ 56.00 /hour

Structural Masonry, Reinforced Concrete, Reinforcing Steel (ICC) \$ 56.00 /hour

Post-Tensioned Slabs - Layout and Stressing (PTI) \$ 56.00 /hour

### LABORATORY TESTING

#### Concrete, Grout & Mortar:

Molds, Curing, Capping, Testing \$ 15.00 /each

#### Concrete Masonry Units:

Unit Weight, Absorption, Net Area (ASTM C140 - set of 3) \$ 185.00 /each

Compressive Strength (ASTM C140 - set of 3) \$ 155.00 /each

#### Masonry Prisms:

UngROUTED \$ 82.00 /each

Grouted \$ 105.00 /each

#### Asphalt Concrete:

Bitumen Content & Gradation \$ 125.00 /each

Marshall Density (3-point) \$ 105.00 /each

Rice Maximum Density \$ 105.00 /each

Core Density & Thickness \$ 35.00 /each

#### Soil and Aggregate:

Standard Proctor Density (ASTM D698/AASHTO T99) \$ 85.00 /each

Modified Proctor Density (ASTM D1557/AASHTO T180) \$ 100.00 /each

Sieve Analysis \$ 50.00 /each

Minus 200 Wash \$ 35.00 /each

Plasticity Index \$ 50.00 /each

Swell Potential \$ 60.00 /each

Sand Equivalent \$ 70.00 /each

Fractured Faces \$ 70.00 /each

### Video Inspection

CCTV Inspection, 8"-12" Pipe \$ 0.49 /each

CCTV Inspection, 15"-21" Pipe \$ 0.61 /each

CCTV Inspection, 24" and above Pipe \$ 0.72 /each

Hydrovac \$ 150.00 /hour





CITY OF TEMPE, ARIZONA  
PUBLIC WORKS DEPARTMENT  
DIVISION OF ENGINEERING

CONSULTANT AGREEMENT

ADDENDUM NO. ONE

PROJECT NO: 3221-6659

PROJECT NAME: On-Call Materials Testing and Related Services

This AGREEMENT made and entered into by and between the CITY OF TEMPE, ARIZONA, a municipal corporation, hereinafter called the CITY, and NINYO & MOORE, hereinafter called the CONSULTANT, amends the original Contract made and entered into by and between the same parties on February 15, 2007, (C2007-25).

For and in consideration of the mutual covenants and conditions hereinafter contained, it is agreed by and between the City and the Consultant as follows:

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CITY OF TEMPE, ARIZONA

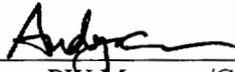
By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Public Works Manager

ATTEST:

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

Recommended By:

  
\_\_\_\_\_  
Deputy PW Manager/City Engineer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**The CONSULTANT warrants that the person who is signing this Agreement on behalf of the CONSULTANT is authorized to do so and to execute all other documents necessary to carry out the terms of this Agreement.**

CONSULTANT  
Ninyo & Moore

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Federal I.D. No. /Social Security No.

Certified to be a true and exact copy.

\_\_\_\_\_  
Karen M. Fillmore  
Records Specialist

# EXHIBIT A

**EXHIBIT A**  
**Ninyo and Moore**  
**CITY OF TEMPE FEE SCHEDULE**  
**CONSTRUCTION TESTING AND INSPECTION SERVICES**

**ENGINEERING SERVICES**

Engineering services for on-site monitoring and evaluation, construction materials testing, job site meetings, report preparation and review, and consultation in the field and laboratory.

Project Engineer / Project Manager / Field Operations Manager / Geologist.....	\$ 85.00 Per Hour
Senior Engineer / Environmental Scientist.....	\$ 102.00 Per Hour
Principal Engineer / Geologist / Environmental Scientist.....	\$ 120.00 Per Hour

**FIELD TESTING SERVICES**

Technical services for on-site monitoring and testing of construction materials including earthwork, utilities, foundations, concrete, masonry, structural steel, reinforcing steel, fireproofing, roofing and pavement construction.

Field Technician .....	\$ 52.00 Per Hour
Senior Field Technician.....	\$ 55.00 Per Hour
Core Drilling Technician (includes core rig & technician) .....	\$ 110.00 Per Hour
Structural Steel / Special Inspector.....	\$ 68.00 Per Hour
Data Processor .....	\$ included
Use of Nuclear Density Gauge .....	\$ included
Mileage.....	\$ included

**OUTSIDE SUBCONTRACTOR SERVICES**

Professional Pipe Services / On-call Sewer & Storm Drain Video Inspections (2 hr minimum)...	\$ 160.00 Per Hour
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**LABORATORY TESTING SERVICES**

Concrete Cylinder Compression Test (C 39).....	\$ 15.00 Each
Mortar Cube / Grout Specimens Compression Test (UBC 21-16, UBC 21-18).....	\$ 15.00 Each
Masonry Prism, half size, compression, (UBC 21-17) .....	\$ 95.00 Each
Remolded Swell Potential (D 4546).....	\$ 95.00 Each
Atterberg Limits (D 4318, T 89, T 90) .....	\$ 85.00 Each
Standard / Modified Proctor Test (D 1557, D 698, T 99, T 180).....	\$ 115.00 Each
Sieve Analysis (includes 200 wash), (D 422, C136) .....	\$ 90.00 Each
Sand Equivalent (T 176) .....	\$ 85.00 Each
Asphalt Content / Gradation - Ignition Oven, (T 308, D 6307).....	\$ 190.00 Each
Marshall and Unit Weight of Asphaltic Concrete (T 245).....	\$ 100.00 Each
Maximum Theoretical Unit Weight of Asphaltic Concrete (D 2041).....	\$ 100.00 Each
Fireproofing Density Test (UBC 7-6).....	\$ 50.00 Each

**REMARKS**

- Personnel charges will be based on a portal-to-portal basis.
- A minimum charge of two (2) hours will apply for all Field Testing Services.
- One (1) day advance scheduling is requested for all field-testing services; same-day scheduling may be subject to a 3-hour minimum charge.
- An overtime multiplier of 1.5 will be used for services performed on Saturday, Sunday and Ninyo & Moore recognized holidays; or for work performed in excess of eight (8) hours per day.

Services and fees not listed can be quoted upon request.

**Ninyo & Moore**

*TWN*