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*Where Values Make The Difference*

**MEMORANDUM**                      **Transportation & Development Staff Memo No. TDA 12-045**

**DATE:**            DECEMBER 12, 2011

**TO:**                MAYOR & COUNCIL

**THRU:**            RICH DLUGAS, CITY MANAGER *RD*  
                         PAT MCDERMOTT, ASSISTANT CITY MANAGER *[Signature]*

**FROM:**            R.J. ZEDER, TRANSPORTATION & DEVELOPMENT DIRECTOR *[Signature]*

**SUBJECT:**        12/12/11 STUDY SESSION -- ITEM 30 MAKPRO – PROFESSIONAL  
                         SERVICES FOR CHANDLER BOULEVARD AND PRICE LOOP 101  
                         INTERSECTION IMPROVEMENTS – PUBLIC RELATIONS

Councilmember Hartke requested information regarding the City's use of public relations services for transportation projects. Attached is a brief summary of similar work that is being performed on behalf of the City for the Alma School Road and Ray Road intersection improvement project.

Historically, these services have been included as part of project construction contracts with the public relations firm being a sub-contractor. However, in the case of Alma School Road and Ray Road, and as well as Chandler Boulevard and Loop 101, private utility relocations are being completed prior to the City's contractor beginning work at these locations. Staff believes that it is important to begin outreach efforts prior to the start of these activities.

By contracting for these services, the City benefits by paying only for what is needed for the particular project and not adding permanent staff to our payroll.

As demonstrated on some recently completed projects (Arizona Avenue and Chandler Boulevard/Dobson Road), these outreach efforts have been very well received by the business community, who is directly impacted by our work.

Please let me know if you have any questions or would like additional information.

# Alma School and Ray Road Intersection Improvement Project



## Public Outreach Summary

November 2011

### August - November 2011

- Business outreach/contact survey completed in August prior to business meeting
- Utility Relocation Business Meeting held at the East Valley Jewish Community Center on August 30, 2011 (18 business representatives attended)
- Project Web site ([www.almaschoolray.com](http://www.almaschoolray.com)) set up in August detailing weekly updates, the project hotline number, sign up to receive weekly updates, project benefits, business information, frequently asked questions, the map showing the utility schedule, and overall project schedule.
- KDA Creative attends the weekly utility meetings held every Wednesday at 10 a.m. at the City
- KDA Creative emails weekly progress updates to the project database
- KDA Creative visits businesses weekly or as needed to provide updates or check-ups
- Utility Relocation flyer mailed to all businesses and residents within a quarter-mile on September 7, 2011
- Utility flyer mailed and hand delivered to businesses and residents on the south side of Ray Road, east of Alma School Road on October 17, 2011
- KDA Creative receives hotline calls 24/7 and coordinates with the team regarding access issues, utility disruptions and concerns related to the three churches

### November 2011 - January 2012

- Develop an advertising program to promote the businesses at the intersection
- Prepare to design and erect business signage prior to construction
- Prepare for and send invitations to the public open house to be held in mid-January 2012
- Visit all businesses to discuss opportunities for promotions, sales, specials, etc. during construction
- Begin newspaper/project Web site advertising program in January

### February - November 2012

- Construction anticipated to begin mid-February
- Continue weekly meetings; weekly business walks; weekly email and Web site updates; hotline maintenance; newspaper advertising

**Stay Informed**

◆ Visit the project website at  
[www.almaschoolray.com](http://www.almaschoolray.com)

◆ Call the project hotline at  
**602.697.9566**



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CA12-090**

**1. Agenda Item Number:**

**30**

**2. Council Meeting Date:**  
December 15, 2011

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** November 29, 2011

**THROUGH: CITY MANAGER**

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

**5. SUBJECT:** Award a Professional Services contract to MakPro Services, LLC for Chandler Boulevard and Price Loop 101 Intersection Improvements Public Relations, Project No. ST0806-101, in an amount not to exceed \$51,800.

**6. RECOMMENDATION:** Staff recommends that Council award a Professional Services contract to MakPro Services, LLC for Chandler Boulevard and Price Loop 101 Intersection Improvements Public Relations, Project No. ST0806-101, in an amount not to exceed \$51,800.

**7. BACKGROUND/DISCUSSION:** The City has received federal Congestion Mitigation and Air Quality funds for design and construction of bicycle lanes and an additional left turn lane for westbound to southbound traffic movements under the Price Loop 101 Freeway at Chandler Boulevard to improve traffic circulation. This project will also include modifications to the 101 Freeway underpass bridge retaining wall, landscaping, street lighting, traffic signals, and traffic signal interconnects.

This contract for professional services will include development and maintenance of a project website, 24-hour hotline, comprehensive coordination and meetings with businesses, public meetings, and regular news releases and updates through appropriate media types such as fliers, newsletters, and emails.

Salt River Project will be relocating power services and street lights at the beginning of 2012. Roadway construction is anticipated to start in April 2012 and be completed before the end of November 2012.

**8. EVALUATION:** The City's selection process was developed in accordance with state law for professional services. Five (5) Statements of Qualifications were received on November 22, 2011. The selection committee including the following members:

- Paul Young, Senior Engineer
- Dara Griffith, Engineering Project Manager
- R.J. Zeder, Transportation & Development Director
- Jim Phipps, Public Information Officer
- Tom Goderre, Chandler Resident/Registered Contractor

MakPro Services, LLC was selected after interviewing three short listed consultants based on team experience and project approach. MakPro Services, LLC is recommended for approval for this contract. The costs proposed for this project were compared to staff estimates and historical prices for similar work and determined to be reasonable.

**9. FINANCIAL IMPLICATIONS:**

Cost: \$51,800  
Savings: N/A  
Long Term Costs: N/A  
Fund Source:

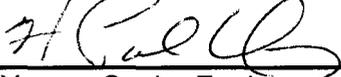
<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
411.3310.6517.0000.6ST650	GO Bonds	Chandler Blvd Loop 101 Intersection	Yes	\$51,800

**10. PROPOSED MOTION:** Move that Council award a Professional Services contract to MakPro Services, LLC for Chandler Boulevard and Price Loop 101 Intersection Improvements Public Relations, Project No. ST0806-101, in an amount not to exceed \$51,800.

**ATTACHMENTS:** Contract, Map

**APPROVALS**

**11. Requesting Department**



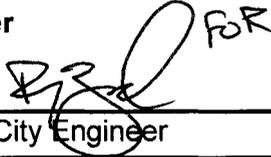
Paul Young, Senior Engineer

**13. Department Head**



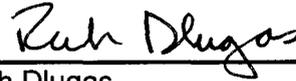
R.J. Zeder, Transportation & Development Director

**12. City Engineer**



Sheina Hughes, City Engineer

**14. City Manager**



Rich Dlugas

## PROFESSIONAL SERVICES CONTRACT

Project Name: **Chandler Blvd. & Price Loop 101 Intersection Imp. Public Relations**  
Project No. **ST00806-101**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and **MakPro Services, LLC**, hereinafter referred to as "CONSULTANT".

WHEREAS, the Mayor and City Council of the City of Chandler is authorized and empowered by provisions of the City Charter to execute contracts for professional services; and

WHEREAS, CONSULTANT represents that CONSULTANT has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

### 1. CONTRACT ADMINISTRATOR

1.1 To provide the professional services required by this Agreement CONSULTANT shall act under the authority and approval of City Engineer or designee, (the Contract Administrator), who shall oversee the execution of this Agreement, assist the CONSULTANT with any necessary information, audit billings, and approve payments. The CONSULTANT shall channel reports and special requests through the Contract Administrator.

1.2 CITY reserves the right to review and approve any/all changes to CONSULTANT'S key staff assigned to the CITY project by the firm during the term of this Agreement.

2. **SCOPE OF WORK:** CONSULTANT shall provide those services described in **EXHIBIT A** attached hereto and made a part hereof by reference.

3. **ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by CITY to determine acceptable completion. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Agreement, shall be and remain the property of CITY and shall be delivered to CITY before final payment is made to CONSULTANT.

4. **FEE SCHEDULE:** For the services described in paragraph 2 of this Agreement, CITY shall pay CONSULTANT a fee not to exceed the sum of **Fifty One Thousand Eight Hundred Dollars (\$51,800)** in accordance with the fee schedule attached hereto as **EXHIBIT B** and incorporated herein by reference.

5. **TERM:** Following execution of this Agreement by CITY, CONSULTANT shall immediately commence work and shall complete all services described herein within **Three Hundred and Thirty (330) calendar days** from the date hereof.

6. **TERMINATION:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, CONSULTANT shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subconsultants to cease such work. As compensation in full for services performed to the date of such termination, the CONSULTANT shall receive a fee for the percentage of services actually completed.

## 7. TERMINATION WITH CAUSE

"This Agreement may be terminated by CITY for cause should the CONSULTANT fail to perform any provision of this Agreement, including without limitation, for any of the following reasons:

- a) CONSULTANT abandons Work;
- b) CONSULTANT assigns or attempts to assign its rights or obligations under this Agreement or any part thereof to any third-party (without the prior written consent of CITY);
- c) CONSULTANT is adjudged bankrupt or insolvent, makes a general assignment for the benefit of creditors, has a trustee or receiver appointed for its property, or files a petition to take advantage of any debtor's act;
- d) CONSULTANT fails or refuses to perform any obligation under the Agreement, or fails to remedy such nonperformance within seven (7) days after its occurrence;
- e) CONSULTANT fails to comply with any applicable Laws and fails to remedy such nonperformance within seven (7) days after its occurrence;
- f) CONSULTANT fails to achieve the required dates for performance required pursuant to the Agreement.

The CITY'S right of termination for cause as set forth herein shall be in addition to, and not a limitation of, any and all other remedies available to CITY at law, in equity, or under the terms and provisions of this Agreement."

8. **INDEMNIFICATION:** To the fullest extent permitted by law, CONSULTANT shall defend, indemnify and hold harmless the City of Chandler, its agents, representatives, officers, directors, officials and employees, individually and collectively, (hereinafter CoC) from and against all losses, claims, damages, suits, actions, payments, judgments, demands, expenses and costs, including, but not limited to, attorney's fees, defense costs, court costs, and the cost of appellate proceedings, or actions of any kind and nature, wages or overtime compensation due employees in rendering service under this Contract and whether to any person or property, including natural resources and any claim made under the Fair Labor Standards Act or any other federal or state laws, related to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, work or services of the CONSULTANT, its employees, agents, or any tier of subconsultants in the performance of this Contract or of any other person for whose acts, errors, mistakes or omissions CONSULTANT may be legally liable, and from any claims or amounts arising or recovered under Workers' Compensation laws or any other law, bylaw, or ordinance, order or decree or any failure on the part of CONSULTANT, its agents, employees or representatives to fulfill CONSULTANT'S obligations under this Contract. IT IS THE INTENTION OF THE PARTIES to this contract that the CoC, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. The provisions of this paragraph shall survive termination of this Contract.

The amount and type of insurance coverage requirements set forth in the contract will in no way be construed as limiting the scope of indemnity in this paragraph.

9. **INSURANCE REQUIREMENTS:** CONSULTANT shall provide and maintain the insurance as listed in Exhibit C attached hereto and made a part hereof by reference.
10. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.

- 11. CONFLICT OF INTEREST:** CONSULTANT stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

Pursuant to A.R.S. Section 38-511, CITY may cancel this Agreement within three (3) years after its execution, without penalty or further obligation by CITY if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of CITY is, at any time while this Agreement is in effect, an employee of any other party to this Agreement in any capacity, or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement

**12. ALTERNATE DISPUTE RESOLUTION**

- 12.1 Alternative Dispute Resolution.** The parties hereby agree that there shall be a sixty (60) day moratorium on litigation commencing on the day that a claim is filed by CONTRACTOR pursuant to A.R.S. § 12-821.01 during which time the parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.

- 12.2 Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

- 12.3 Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

- 12.4 Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

- 13. ARIZONA LAW:** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

**14. REQUIRED COMPLIANCE WITH ARIZONA PROCUREMENT LAW**

Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Consultant hereby warrants to the City that the Consultant 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 "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty (Exhibit D) 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 Consultant or Subcontractor employee who works on this Contract to ensure that the Consultant or Subcontractor is complying with the

Consultant Immigration Warranty. The Consultant 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 Consultant and any Subcontractors to ensure compliance with Consultants Immigration Warranty. The Consultant agrees to assist the City in performing any such random verifications.

The provisions of this Article must be included in any contract the Consultant 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 Consultant 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 Consultant hereby certifies that the offeror does not have scrutinized business operations in Iran.

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

- 15. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this  
day of 2011.  
CITY OF CHANDLER

\_\_\_\_\_  
Department Head/Designee Date

ADDRESS FOR NOTICE  
City of Chandler  
P.O. Box 4008, Mail Stop 407  
Chandler, AZ 85244-4008  
Phone: 480-782-3307  
FAX: 480-782-3355

APPROVE AS TO FORM  
\_\_\_\_\_  
City Attorney by: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
City Clerk

CONSULTANT  
*Teresa A. Makinen*  
By: \_\_\_\_\_  
Title: Principal

ADDRESS FOR NOTICE  
2036 N. Gentry  
Mesa, Arizona 85213  
\_\_\_\_\_  
Phone: 480-890-1927  
FAX: 480-964-7555

ATTEST: If Corporation  
*Teresa A. Makinen*  
\_\_\_\_\_  
Secretary

SEAL

## **EXHIBIT A SCOPE OF WORK**

### **BACKGROUND**

Chandler Boulevard and Price Loop 101 Intersection Improvement include widening the intersection to provide bicycle lane connectivity and a second left turn lane for westbound and southbound traffic movement under the Price Loop 101 Freeway at Chandler Boulevard to improve traffic circulation. This project will also include modifications to the 101 Freeway underpass bridge retaining wall, landscaping, street lighting, traffic signals, and traffic signal interconnects.

The project is anticipated to start with SRP relocation of utilities in mid-January of 2012. City plans to hold public meeting prior to SRP's work to inform and provide an update of the project schedule and scope of work to be performed in following months. A second public meeting will be held late February or early March prior to start of City's Contractor. The City's Contractor work is expected to last 8 months until November of 2012.

### **SCOPE OF WORK**

CONSULTANT shall provide public relations services prior to and during construction. CONSULTANT shall provide services for approximately 11 months including providing and maintaining project website, 24 hours and 7 days a week construction hotline for residents and businesses, facilitation of two public meetings, coordination and development of advertising and signage for businesses during construction, and mitigation and coordination of public outreach issues. Specifically, CONSULTANT shall provide services as further outlined in tasks below:

#### **Task 1 Initial Business Contacts:**

- Develop business flyer with basic project information to provide initial project concepts, sequence, and schedule.
- Personal contact with businesses at the intersection.
- Acquire basic contact information for project communications; identify specific business concerns related to the project which may be addressed by the project team; and identify preferred method/frequency for communications.

#### **Task 2 Public Involvement Plan:**

- Identify project issues and develop communication protocols for the public outreach.
- Develop Public Involvement Plan based on initial business contacts and CAPA input, for review by project team and City to identify public involvement approach and methodology to be used during project construction.

#### **Task 3 Project Hotline (11 months):**

- Establish project hotline and protocols with project team.
- Monitor hotline on a monthly basis.
- Base fee for hotline (\$200/mo.) plus time allowance for extended follow-up inquiries.

#### **Task 4 Project Website (11 months):**

- Develop project website dedicated to project information and link to City's webpage.
- Develop weekly e-update to stakeholders, and update website to provide most current construction schedule and information.

#### **Task 5 Project Newsletters (2) / Flyer:**

- Develop initial newsletter to broader area to provide information on projects, schedule, and contact information
- Distribute to local neighborhoods near the project area that may use the intersection for frequent travel.

- Distribute via door hanger to businesses to the Loop 101 to provide initial information and offer an opportunity to “connect”
- Coordination with Chandler Fashion Center and Chandler Festival Shopping Centers.

**Task 6 Public Meetings for Pre-Construction (2):**

- Coordinate with CAPA to identify venue, logistics and information for pre-construction public meetings; one prior to SRP work, and one prior to primary construction.
- Prepare for and coordinate notification for participant’s

**Task 7 Project Meetings (8 months):**

- Attend project meetings to identify upcoming schedule, and potential business/community impacts. Included in on-site time; however, additional hours provided for Associate involvement.

**Task 8 Business Visits:**

- Visit with intersection businesses, at minimum bi-weekly, to “check in” with project status and identify any potential project issues.

**Task 9 Additional Project Coordination:**

- Coordinate with ADOT Communications with project information and outreach strategy.
- Coordinate with Kyrene and Chandler Unified School Districts regarding school schedule and transportation.
- Coordinate with Valley Metro for transit and bus routes.
- Other coordination as necessary.

**Task 10 Enhanced Business Signage (5 key driveways):**

- Coordinate with businesses included in the 5 possible key driveways in the project area.
- Develop the copy for signage for review by the project manager, CAPA, and businesses.
- Locate and place signage and identify daily maintenance responsibility (removal and replacement as necessary).
- Coordination for any lost/stolen signs.

**Task 11 Business Advertising (8 ad events):**

- Develop advertising copy and coordinate with businesses and CAPA office for approvals.
- Coordinate with CAPA for reservation of ad space.
- Approximately one per month.

**CLARIFICATIONS AND ASSUMPTIONS**

- Labor rate of \$110 per hour includes overhead and profit, incidental local telephone calls, process design, meeting preparation and facilitation, meeting materials and equipment, and local transportation.
- Except for the portions of Project Hotline and Public Meeting tasks, services to be billed on hourly basis of services actually provided to City.
- Displays, exhibits, engineering designs or details, required for public meetings or open houses shall be provided by City, design engineer, or contractor for the project.
- CONSULTANT is not responsible for project signage or traffic control signage.
- Document reproduction, postage, rental of meeting facilities, enhanced business signs, advertising space, and any unusual out-of-pocket expenses are excluded except as specifically noted above.

**EXHIBIT B  
FEE SCHEDULE**

<b>Task</b>	<b>Description</b>	<b>Est. Hrs.</b>	<b>Labor Subtotal</b>	<b>Reimbursable Expenses</b>	<b>Subtotal</b>
1	Initial Business Contacts	40	\$4,400		\$4,400
2	Public Involvement Plan	9	\$1,000		\$1,000
3	Project Hotline	51	\$5,600	\$2,200	\$7,800
4	Project Website	90	\$9,900		\$9,900
5	Project Newsletters	30	\$3,300		\$3,300
6	Public Meetings for Pre-Construction	20	\$2,200	\$100	\$2,300
7	Project Meetings	77	\$8,500		\$8,500
8	Business Visits	50	\$5,500		\$5,500
9	Additional Project Coordination	23	\$2,500		\$2,500
10	Enhanced Business Signage	30	\$3,300		\$3,300
11	Business Advertising	30	\$3,300		\$3,300
				<b>Total</b>	<b>\$51,800</b>

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

1. CONSULTANT, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
2. With the exception of professional liability policies, policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
3. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
4. If any of the insurance policies are not renewed prior to expiration, payments to the CONSULTANT may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONSULTANT.
5. All insurance policies, except Workers' Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
6. CONSULTANT's insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
7. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONSULTANT's acts, errors, mistakes, omissions, work or service.
8. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONSULTANT. CONSULTANT shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONSULTANT to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/designee.
9. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
10. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONSULTANT with reasonable promptness in accordance with the CONSULTANT's information and belief.

11. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONSULTANT until such time as the CONSULTANT shall furnish such additional security covering such claims as may be determined by the CITY.

#### C.1 PROOF OF INSURANCE - CERTIFICATES OF INSURANCE

1. Prior to commencing work or services under this Agreement, CONSULTANT shall furnish to CITY Certificates of Insurance, issued by CONSULTANT's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
2. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
3. All Certificates of Insurance shall identify the policies in effect on behalf of CONSULTANT, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
4. CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONSULTANT of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONSULTANT from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of CONSULTANT's obligations under this Agreement.

#### C.2 REQUIRED COVERAGE

1. Such insurance shall protect CONSULTANT from claims set forth below which may arise out of or result from the operations of CONSULTANT under this Contract and for which CONSULTANT may be legally liable, whether such operations be by the CONSULTANT or by a Sub-consultant or subconsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
2. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
3. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONSULTANT's employees;
4. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONSULTANT's employees;
5. Claims for damages insured by usual personal injury liability coverage;
6. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

7. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
8. Claims for bodily injury or property damage arising out of completed operations;
9. Claims involving contractual liability insurance applicable to the CONSULTANT's obligations under the Indemnification Agreement;
10. Claims for injury or damages in connection with one's professional services;
11. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

#### C.2.1 COMMERCIAL GENERAL LIABILITY - MINIMUM COVERAGE LIMITS

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of \$1,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONSULTANT's operations and products, and completed operations.

#### C.2.2 GENERAL LIABILITY - MINIMUM COVERAGE LIMITS

The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent CONSULTANTS, and Personal Injury shall be written for Bodily Injury and Property Damage Combined shall be written for not less than \$1,000,000 or 10% of the contract cost and with a \$2,000,000 aggregate.

#### C.2.3 AUTOMOBILE LIABILITY

CONSULTANT shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONSULTANT's work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of \$5,000,000 per accident for bodily injury and property damage.

#### C.2.4 WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

CONSULTANT shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONSULTANT's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, CONSULTANT will require the subconsultant to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONSULTANT.

#### C.2.5 PROFESSIONAL LIABILITY

CONSULTANT shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by DESIGN CONSULTANT, or any person employed by CONSULTANT, with a claims made policy limit of not less than \$1,000,000.

**EXHIBIT D**

**Consultant Immigration Warranty**  
To Be Completed by Consultant Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the Consultant 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 Consultant shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

<b>Project Number/Division:</b> ST0806-101
<b>Company Name (as listed in the contract):</b> MakPro Services, LLC
<b>Street Name and Number:</b> 2036 N Gentry
<b>City:</b> Mesa <b>State:</b> Arizona <b>Zip Code:</b> 85213

I hereby attest that:

1. The Consultant 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 Consultant has identified all Consultant 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 Consultant (Employer) or Authorized Designee:**



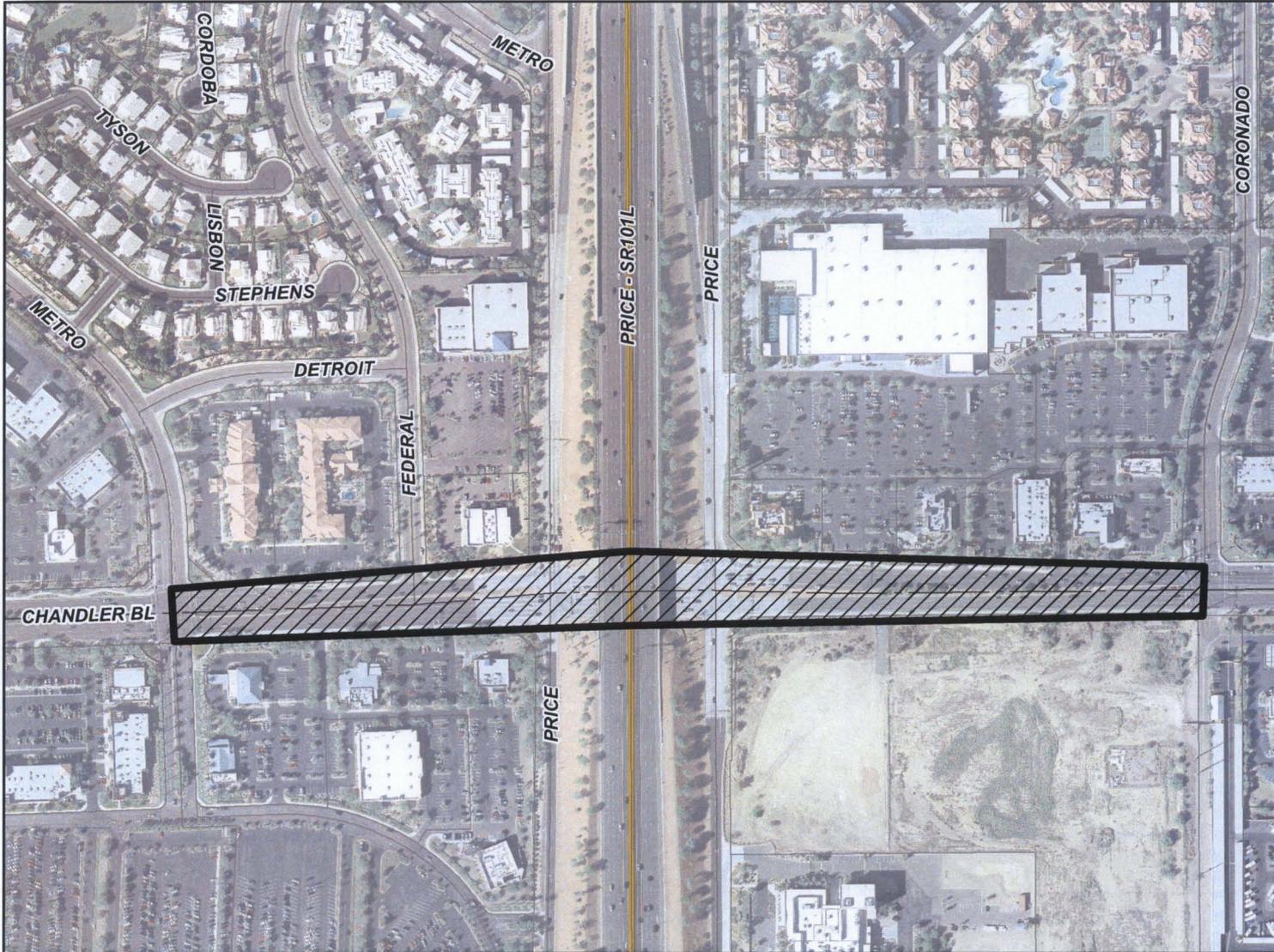
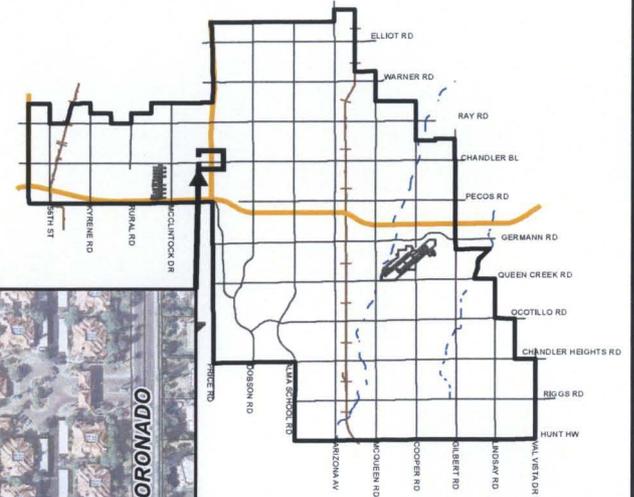
**Printed Name:** Teresa Makinen

**Title:** Principal

**Date (month/day/year):** Dec 5, 2011



# CHANDLER BL / PRICE RD LOOP 101 INTERSECTION IMPROVEMENTS PUBLIC RELATIONS PROJECT NO. ST0806-101



MEMO NO. CA12-090

 PROJECT AREA

