



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CP14-012**

1. Agenda Item Number:

38

2. Council Meeting Date:

September 26, 2013

TO: MAYOR & COUNCIL

3. Date Prepared: August 28, 2013

THROUGH: CITY MANAGER

4. Requesting Department: Transportation & Development

5. SUBJECT: Contract award to Ritoch-Powell & Associates, for the design of improvements to the intersection of Old Price and Queen Creek roads.

6. RECOMMENDATION: Staff recommends City Council award a design contract to Ritoch-Powell & Associates, for the design of improvements to the intersection of Old Price and Queen Creek roads, Contract No. ST1305-201, in an amount not to exceed \$354,694.30.

7. BACKGROUND/DISCUSSION: Recent developments with the upcoming expansion of the Wells Fargo facility at the northeast corner of Old Price and Queen Creek roads, the forthcoming expansion of the waste water treatment plant at the southwest corner, and future expansion at Intel have brought forward the need to improve the intersection of Old Price and Queen Creek roads. The design will include a traffic study to determine a configuration of the new intersection that will handle the fully built-out developments. This will include a realignment of Old Price Road to the east, new traffic signals, right and left turn lanes, and another eastbound to northbound left turn lane on Queen Creek Road between Price Road and Old Price Road. The contract includes coordination with Maricopa County and the Gila River Indian Community.

8. EVALUATION PROCESS: On June 20, 2013, the consultant was selected in accordance with state law. Staff reviewed the scope of work, billing rates, and total fee for this project, compared them to historical costs, and determined they are reasonable. Project completion is 180 days following Notice to Proceed.

9. FINANCIAL IMPLICATIONS:

Cost: \$354,694.30

Savings:

Long Term Costs:

Fund Source:

<u>Account No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
411.3310.6517.0.6ST529.0	GO Bonds	Old Price Rd./Queen Crk. Inter.	Yes	\$354,694.30

10. PROPOSED MOTION: Move City Council award a design contract to Ritoch-Powell & Associates, for the design of improvements to the intersection of Old Price and Queen Creek roads, Contract No. ST1305 - 201, in an amount not to exceed \$354,694.30.

Attachments: Contract, Location Map

APPROVALS

11. Requesting Department

Daniel W. Cook

Daniel W. Cook, Interim City Engineer/
Transportation Manager

13. Department Head

R.J. Zeder

R.J. Zeder, Transportation & Development Director

12. Transportation & Development

Bob Fortier

Bob Fortier, Capital Projects Manager

14. City Manager

Rich Dlugas

Rich Dlugas

DESIGN CONSULTANT SERVICES CONTRACT

PROJECT TITLE: **Old Price Road and Queen Creek Road Intersection Improvements**
PROJECT NO: **ST1305-201**

This Contract is made and entered into by and between the City of Chandler, Arizona, a municipal Corporation, hereinafter called the CITY, and **Ritoch-Powell & Associates, an Arizona corporation**, hereinafter called DESIGN CONSULTANT.

WHEREAS, DESIGN CONSULTANT represents DESIGN CONSULTANT has the expertise and is qualified to perform the services described in this Contract; and

WHEREAS, the Mayor and City Council/City Manager of the City of Chandler are authorized and empowered by the provisions of the City Charter to execute contracts for Professional Services;

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter contained, it is agreed by and between the CITY and DESIGN CONSULTANT, as follows:

1. DESCRIPTION OF PROJECT:

Improve the Old Price Road and Queen Creek Road intersection to include geometric and alignment changes to Old Price Road and Queen Creek Road in coordination with Wells Fargo, Intel and City Municipal Utilities Department (MUD) developments/expansions. Specific intersection improvements include thru and turn lane modifications, curb & gutter, sidewalk, pedestrian ramps, traffic signals, roadway lighting, ITS connectivity, storm drain facilities, utility relocations, and signing & marking. The project is currently programmed for construction in FY 2013/2014.

2. DEFINITIONS:

Words used in this Contract which are defined in CITY's General Conditions for Construction Contracts shall have the meaning stated therein. DESIGN CONSULTANT is the Project Designer as defined in said General Conditions.

3. SCOPE OF WORK:

DESIGN CONSULTANT shall provide those services described in Exhibit A attached hereto and made a part hereof by reference.

4. PAYMENT SCHEDULE:

For services described in paragraph 3 of this Contract, the CITY shall pay DESIGN CONSULTANT a fee based on the fee schedule attached hereto and made a part hereof by reference Exhibit B not to exceed the sum **Three Hundred Fifty Four Thousand Six Hundred Ninety Four dollars and Thirty Cents (\$354,694.30)**. Payment will be made monthly on the basis of progress reports. An Application and Certification for Payment Sheet must be provided. In addition, the following must also be included: a clear, detailed invoice reflecting items being billed for, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates will be included in the monthly progress payment requests.

5. PERIOD OF SERVICE:

DESIGN CONSULTANT shall complete all services described in paragraph 3 within **One Hundred Eighty (180)** calendar days after "Notice to Proceed" is issued by the CITY. In the event delays are experienced

beyond the control of DESIGN CONSULTANT, the completion date may be extended as mutually agreed upon by CITY and DESIGN CONSULTANT.

6. OPINIONS OF PROBABLE COSTS (ESTIMATES):

Any opinions of probable project cost or probable construction cost provided by DESIGN CONSULTANT are made on the basis of information available to DESIGN CONSULTANT and on the basis of DESIGN CONSULTANT's experience and qualifications, and represents its judgment as an experienced and qualified professional architect. However, since DESIGN CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, DESIGN CONSULTANT does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost DESIGN CONSULTANT prepares.

7. APPROVALS:

All work shall be subject to the approval by the City Engineer.

DESIGN CONSULTANT agrees to exercise the skill and care which would be exercised by comparable professional architect performing similar services at the time and in the locality such services are performed. If the failure to meet these standards results in faulty work, DESIGN CONSULTANT shall undertake at its own expense, the corrective adjustments or modifications.

8. REPORTING:

Written monthly reports, along with updated work schedules, will be made by DESIGN CONSULTANT in the format prescribed by the CITY. These reports will be delivered to the CITY per schedule. When requested by the CITY, DESIGN CONSULTANT will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

9. STANDARDS OF PERFORMANCE:

A. This design contract has been awarded to DESIGN CONSULTANT based on their proposal that those personnel and consultants listed in Exhibit A attached hereto will perform the portions of the work listed on said Exhibit A. DESIGN CONSULTANT shall not deviate nor substitute any of these team members without prior written approval by CITY.

B. DESIGN CONSULTANT shall be familiar with CITY's Standard Details and Specifications and other relevant CITY regulations. DESIGN CONSULTANT shall ensure there are no conflicts among the Contract Documents including, but not limited to, the CITY's General and Supplementary Conditions for Construction Contracts, the plans and specifications prepared by DESIGN CONSULTANT, any standard details or specifications incorporated therein by reference, and the Construction Contract.

C. Correction of Mistakes: DESIGN CONSULTANT shall be responsible for the completeness and accuracy of the work prepared or compiled under DESIGN CONSULTANT's obligation for this project and shall correct, at DESIGN CONSULTANT's expense, all errors or omissions therein which may be disclosed. Correction of errors disclosed and determined to exist during any construction of the project on architectural or DESIGN CONSULTANTing drawings and specifications shall be accomplished by DESIGN CONSULTANT. The cost of the design necessary to correct those errors attributable to DESIGN CONSULTANT and any damage incurred by CITY as a result of additional construction costs caused by such engineering or architectural errors shall be chargeable to DESIGN CONSULTANT and shall not be considered a cost of the Work. The fact that CITY has reviewed or approved DESIGN CONSULTANT's work shall in no way relieve DESIGN CONSULTANT of any of its responsibilities.

10. INDEMNIFICATION:

To the fullest extent permitted by law, DESIGN CONSULTANT, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Contract or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by DESIGN CONSULTANT, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Contract, including but not limited to, any injury or damages claimed by any of DESIGN CONSULTANT's and subcontractor's employees.

11. INSURANCE:

1. General

A. At the same time as execution of this Contract, DESIGN CONSULTANT shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Worker's Compensation coverage.

B. DESIGN CONSULTANT and any of its subcontractors, subconsultants or sublicensees shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

D. The City in no way warrants that the minimum insurance limits contained in this Contract are sufficient to protect DESIGN CONSULTANT from liabilities that might arise out of the performance of the Contract services under this Contract by DESIGN CONSULTANT, its agents, representatives, employees, subcontractors, sublicensees or subconsultants and DESIGN CONSULTANT is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Contract or failure to identify any insurance deficiency will not relieve the DESIGN CONSULTANT from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Contract.

F. Use of SubContractors: If any work is subcontracted in any way, DESIGN CONSULTANT shall execute a written Contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of DESIGN CONSULTANT in this Contract. DESIGN CONSULTANT is responsible for executing the Contract with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits Of Insurance. DESIGN CONSULTANT shall provide coverage with limits of liability not less than those stated below.

A. Commercial General Liability-Occurrence Form. DESIGN CONSULTANT must maintain "occurrence" form Commercial General Liability Insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles
Vehicle Liability: DESIGN CONSULTANT must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on DESIGN CONSULTANT owned, hired, and non-owned vehicles assigned to or used in the performance of DESIGN CONSULTANT's work or services under this Contract. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. Workers Compensation and Employers Liability Insurance: DESIGN CONSULTANT must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of DESIGN CONSULTANT employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

D. Professional Liability. If the Contract is the subject of any professional services or work performed by DESIGN CONSULTANT, or if DESIGN CONSULTANT engages in any professional services or work adjunct or residual to performing the work under this Contract, DESIGN CONSULTANT must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the DESIGN CONSULTANT, or anyone employed by DESIGN CONSULTANT, or anyone whose acts, mistakes, errors and omissions the DESIGN CONSULTANT is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and DESIGN CONSULTANT, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

3. Additional Policy Provisions Required.

A. Self-Insured Retentions Or Deductibles. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

B. City as Additional Insured. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, DESIGN CONSULTANT including the City's general supervision of the DESIGN CONSULTANT; Products and Completed operations of DESIGN CONSULTANT; and automobiles owned, leased, hired, or borrowed by DESIGN CONSULTANT.

2. DESIGN CONSULTANT's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.

3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by DESIGN CONSULTANT even if those limits of liability are in excess of those required by this Contract.

4. DESIGN CONSULTANT's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by DESIGN CONSULTANT and must not contribute to it.

5. DESIGN CONSULTANT's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Coverage provided by DESIGN CONSULTANT must not be limited to the liability assumed under the indemnification provisions of this Contract.

7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by DESIGN CONSULTANT for the City.

8. DESIGN CONSULTANT, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Contract for a minimum period of 3 years following completion and acceptance of the Work. DESIGN CONSULTANT must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Contract insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the required policies expire during the life of this Contract, the DESIGN CONSULTANT must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.

12. AMENDMENTS:

Whenever a change in the scope of work contemplated in this Contract is determined to be necessary, the work will be performed in accordance with the Contract provided, however, that BEFORE such work is started, a Contract Amendment shall be executed by the CITY and DESIGN CONSULTANT. Additions to, modifications of, or deletions from the project provided herein may be made and the compensation to be paid to DESIGN CONSULTANT may be adjusted accordingly by mutual agreement of the contracting parties. It is agreed that no claim for extra work by DESIGN CONSULTANT will be allowed by the CITY except as provided herein, nor shall DESIGN CONSULTANT do any work not covered by this Contract unless such work is authorized through an executed amendment.

13. TERMINATION FOR CAUSE:

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

- (a) DESIGN CONSULTANT abandons Work;
- (b) DESIGN CONSULTANT assigns or attempts to assign its rights or obligations under this Contract or any part thereof to any third-party (without the prior written consent of CITY;
- (c) DESIGN CONSULTANT is adjudged bankrupt or insolvent, makes a general assignments 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) DESIGN CONSULTANT fails or refuses to perform any obligation under the Contract, or fails to remedy such nonperformance within seven (7) days after its occurrence;
- (e) DESIGN CONSULTANT fails to comply with any applicable Laws and fails to remedy such nonperformance within seven (7) days after its occurrence;
- (f) DESIGN CONSULTANT fails to achieve the required dates for performance required pursuant to the Contract.

14. TERMINATION FOR CONVENIENCE:

CITY may at any time and for any or no reason, at its convenience, terminate this contract or any part of the services to be rendered pursuant thereto by written notice to DESIGN CONSULTANT specifying the termination date. Immediately after receiving such notice, DESIGN CONSULTANT shall discontinue advancing the work under this Contract and shall deliver to the CITY all drawings, notes, calculations, sketches and other materials entirely or partially completed, together with all unused materials supplied by the CITY.

DESIGN CONSULTANT shall receive as compensation in full for services performed to date of such termination, a fee for the percentage of work actually completed. This fee shall be a percentage of DESIGN CONSULTANT (S) fee described in this Contract under paragraph 3 and shall be in the amount to be agreed mutually by DESIGN CONSULTANT and the CITY. The CITY shall make this final payment within sixty (60) days after DESIGN CONSULTANT has delivered the last of the partially completed items.

15. OWNERSHIP OF INSTRUMENTS OF SERVICE UPON TERMINATION FOR CAUSE AND/OR FOR CONVENIENCE:

Upon Termination for Cause or for Convenience, the CITY shall have ownership of the Instruments of Service.

16. OWNERSHIP OF DOCUMENTS:

All documents, including, but not limited to, tracings, drawings, original mylars, estimates, field notes, investigations, design analysis and studies which are prepared in the performance of this Contract are to be, and remain the property of, the CITY. DESIGN CONSULTANT shall furnish the CITY, upon its request, originals or reproducible of technical specifications and copies of all other documents listed above. DESIGN CONSULTANT shall endorse, by his professional seal, all plans and engineering data furnished by him.

17. RE- USE OF DOCUMENTS:

The parties agree the documents, drawings, specifications and designs, although the property of CITY, are prepared for this specific project and are not intended nor represented by DESIGN CONSULTANT to be suitable for re-use for any other project. Any reuse without written verification or adaptation by DESIGN CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to DESIGN CONSULTANT.

18. NO KICK-BACK CERTIFICATION:

DESIGN CONSULTANT warrants that no person has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the DESIGN CONSULTANTING firm.

For breach or violation of this warranty, the CITY shall have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

19. **CONFLICT OF INTEREST:**

DESIGN 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 Contract.

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

20. **ARIZONA LAW, JURISDICTION AND VENUE, AND FEES AND COSTS:**

20.1 Arizona Law. This Contract shall be governed and interpreted according to the laws of the State of Arizona.

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

20.3 Fees and Costs. Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Contract 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.

21. **CONTROLLING LAW:**

The law of the state of Arizona shall govern this Contract.

22. **REQUIRED COMPLIANCE WITH ARIZONA PROCUREMENT LAW:**

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

A breach of the Design Consultant Immigration Warranty (Exhibit C) 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 Design Consultant or Subcontractor employee who works on this Contract to ensure that the Design Consultant or Subcontractor is complying with the Design Consultant Immigration Warranty. The Design 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 Design Consultant and any Subcontractors to ensure compliance with Design Consultants Immigration Warranty. The Design Consultant agrees to assist the City in performing any such random verifications.

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

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

23. NO ASSIGNMENT:

DESIGN CONSULTANT shall not assign, transfer, convey or subcontract this contract or the services to be rendered pursuant thereto without the prior written consent of CITY.

24. NOTICES:

Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this _____ day of _____ 2013.

CITY OF CHANDLER

MAYOR Date

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

DESIGN CONSULTANT:

By: Karl G. Obergh
Title: President

ADDRESS FOR NOTICE
3838 N. Central Ave
Suite 1250
Phoenix, AZ 85012
Phone: 602-263-1177
Fax: 602-277-6286

APPROVED AS TO FORM:

City Attorney by: [Signature]

ATTEST: If Corporation
[Signature] [Signature]
Secretary

ATTEST:

City Clerk SEAL

EXHIBIT A SCOPE OF WORK

DESIGN CONSULTANT shall provide the following:

BACKGROUND

Old Price Road and Queen Creek Road intersection improvements include geometric and alignment changes to Old Price Road and Queen Creek Road in coordination with Wells Fargo, Intel and City Municipal Utilities Department (MUD) developments/expansions. The project is currently programmed for construction in FY 2013/2014. Proposed roadway improvements consist of:

- Realign intersection to east approximately 100 feet from existing location
- Reconstruct south leg using 35 MPH design speed and 400' (to be verified) reverse horizontal curves
- Reconstruct intersection
- Add EB Queen Creek to NB Old Price left turn lane
- Add raised median to Queen Creek Road west of realigned intersection to accommodate EB to NB left turn lane
- Add WB right turn lane at midpoint between Price Road and Old Price Road
- Add WB to NB right turn lane at Old Price Road intersection
- Modify existing Queen Creek median east of Old Price Road to accommodate WB to SB left turn lane at Old Price Road and a EB to NB left turn lane at midpoint between Price Road and Old Price Road
- Intersection design and traffic signals will be set to match ultimate lane configurations determined in traffic study
- Only new pavements will be south leg and turn lanes. All other pavement will remain in place with a microseal surface
- Landscape treatment in public right-of-way is decomposed granite
- Landscape treatment in drainage basin is gravel/rock (to be determined)
- Curb, gutter, sidewalk and ADA compliant pedestrian ramps
- Roadway lighting relocations at right turn lanes and on realigned south leg Old Price
- ITS connectivity
- Storm water conveyance (scuppers) for roadway runoff to detention basins
- Utility relocations
- Signing and marking.

GENERAL TASKS

GENERAL REQUIREMENTS – DESIGN CONSULTANT work shall conform to the latest edition of the following:

- CITY of Chandler Standard Details and Specifications
- CITY of Chandler Technical Design Manual #1: Water System Design
- CITY of Chandler Technical Design Manual #2: Wastewater and Reclaimed Water System Design
- CITY of Chandler Technical Design Manual # 3: Storm Drainage System Design
- CITY of Chandler Technical Design Manual #4: Street Design and Access Control
- CITY of Chandler Technical Design Manual #5: Traffic Signal Design
- CITY of Chandler Technical Design Manual #6: Street Light Design
- CITY of Chandler Technical Design Manual #7: Traffic Barricade Design
- CITY of Chandler Technical Design Manual #8: Landscape and Irrigation Design of Right Of Ways, Retention Basins and Parks
- MAG Uniform Standard Specifications and Details

- Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD)
- AASHTO Policy on Geometric Design of Highways and Streets
- The Code of the CITY of Chandler

DATA COLLECTION

1. CITY shall provide, at no cost to DESIGN CONSULTANT, the following existing information, but not necessarily limited to, as-built drawings, related design studies and reports, geotechnical investigations, traffic data and projections, maintenance records, and drawings of developments planned within the project area.
2. DESIGN CONSULTANT shall obtain Maricopa County Department of Transportation (MCDOT) recorded Queen Creek Road easement document and review easement language for MCDOT's legal rights within GRIC boundary and GRIC stipulations.
3. DESIGN CONSULTANT shall obtain Salt River Project (SRP) recorded easement documents and review easement language for SRP's legal rights.
4. DESIGN CONSULTANT shall prepare a log of all documents received from CITY and related stakeholders.

PUBLIC UTILITY COORDINATION

1. DESIGN CONSULTANT shall obtain and prepare utility base map of utility companies', private developments', and City's existing and proposed utilities in accordance with the latest version of the Arizona Utility Coordinating Committee "Public Improvement Project Guide" (PIPG).
2. DESIGN CONSULTANT shall coordinate with each utility company and MUD to identify utility companies that are planning facility upgrades prior to project construction Bid Advertisement.
3. DESIGN CONSULTANT shall work with the CITY's Utility Coordinator to coordinate the early determination of facilities that may be abandoned or deactivated.
4. DESIGN CONSULTANT shall be responsible for field verifying the horizontal locations of all utilities within the project limits prior to the Preliminary (15%) design submittal. DESIGN CONSULTANT shall prepare base maps detailing all existing utility data and transmit them to the utility companies for verification and comment concerning the utility locations. DESIGN CONSULTANT shall incorporate the utility company comments into the base maps.
5. DESIGN CONSULTANT shall specifically identify utility conflicts, with input from utility companies, which might affect alignment or grade and recommend alignment alternatives.
6. DESIGN CONSULTANT shall send a letter to each utility company defining the project scope, design schedule and construction schedule. DESIGN CONSULTANT shall send one set 30%, 60%, 95%, and Final plans to each utility company for their review with a request for written response from each company to determine the disposition of their utility as it relates to the planned roadway improvements.
7. DESIGN CONSULTANT shall provide the utility companies with electronic base files and coordinate with the utilities to facilitate their relocation design. DESIGN CONSULTANT shall request a letter from each utility impacted by the planned roadway improvement identifying a time line for relocating their facilities.

8. Prior to 30% plan submittal, DESIGN CONSULTANT shall develop preliminary alignments of any utilities requiring relocation for which the CITY's Utility Coordinator has requested an alignment design. DESIGN CONSULTANT shall submit preliminary locations to each utility for review and written response. DESIGN CONSULTANT shall make joint trenching recommendations and submit to the CITY's Utility Coordinator.
9. At the 30% design submittal, DESIGN CONSULTANT shall develop a utility strip map showing all existing and proposed utilities, and existing and proposed easements for each utility, to include parcel numbers and addresses, at a scale of 1"=20' H.
10. For each submittal to the utility companies, DESIGN CONSULTANT shall provide the CITY's Project Manager and Utility Coordinator each with a written record of receipt.
11. DESIGN CONSULTANT shall work with the CITY's Utility Coordinator to facilitate utility coordination meetings upon notice to proceed and at each submittal (30%, 60%, 95%) and provide a strip map showing proposed CITY and private installations, and existing and proposed easements.
12. DESIGN CONSULTANT shall work with the CITY's Utility Coordinator to facilitate utility land coordination meetings at 60% and 95% submittal.
13. DESIGN CONSULTANT shall review all utility plans for constructability.
14. DESIGN CONSULTANT shall ensure all utility relocations have been designed and coordinated with proposed CITY and that relocations will not impact CITY's proposed construction schedule prior to submittal of Final (100%) construction documents,
15. DESIGN CONSULTANT shall coordinate intersection improvements with SRP Transmission's existing transmission facilities. DESIGN CONSULTANT'S scope of work includes survey location of two closest transmission towers, elevation of transmission wires, clearance calculations for street light and traffic signal poles and SRP ground maintenance requirements.

DEVELOPER COORDINATION

1. DESIGN CONSULTANT shall coordinate roadway, drainage, and landscape designs with adjacent Wells Fargo development plans, Intel development plans, MUD's treatment plant expansion plans, MCDOT & GRIC's SEACC development.

PROGRESS MEETINGS

1. DESIGN CONSULTANT shall hold the following progress meetings at the CITY of Chandler offices or project site:
2. DESIGN CONSULTANT shall prepare and distribute meeting minutes with Action Items for each Progress, Comment Resolution and Utility Coordination Meeting.

PUBLIC MEETINGS

1. DESIGN CONSULTANT shall participate in two (2) Public Information Meetings.
2. DESIGN CONSULTANT shall be responsible for the following:
3. CITY shall be responsible for the following:

STAKEHOLDER MEETINGS

1. DESIGN CONSULTANT shall participate in six (6) Stakeholder Meetings - two (2) meetings with Wells Fargo, two (2) meetings with MCDOT and two (2) meetings with Gila River Indian Community (GRIC). DESIGN CONSULTANT shall prepare display boards that show horizontal alignment, existing and proposed right-of-way and proposed roadway section.
2. DESIGN CONSULTANT shall be responsible for the following:
3. CITY shall be responsible for the following:

PROJECT MANAGEMENT

1. DESIGN CONSULTANT shall prepare regular monthly progress reports, perform monthly budget and schedule monitoring, perform project administration tasks and manage sub-consultants.

DESIGN SURVEY

1. DESIGN CONSULTANT shall perform ground survey to establish horizontal and vertical control throughout the project limits based on the datum specified by the CITY. Survey control for the project shall be in accordance with CITY requirements. The horizontal survey data used for the project shall be presented in State Plane Coordinates, North American Datum of 1983 (NAD 83) 1992 epoch, and Arizona Central Zone, International Foot. Vertical datum shall be referenced to the North American Vertical Datum of 1988 (NAVD 88), International Foot. Existing roadway centerline shall be established through Maricopa County Recorder's maps and land surveys in conjunction with existing street monuments.
2. DESIGN CONSULTANT shall perform a full topographic survey of all existing features including but not limited to curb and gutter, median curb, catch basins, scuppers, culverts, box culverts, water meter boxes, water and gas valves, manholes, utility poles and guy wires, traffic signal poles, utility boxes, fences, trees, mailboxes, public and private irrigation, plants and shrubs.
3. DESIGN CONSULTANT survey limits are:
4. DESIGN CONSULTANT shall take Queen Creek Road and Old Price Road centerline pavement, gutter pan, top of curb, and existing ground elevations at 25 feet intervals within the limits stated in Item B9.3 to the existing right-of-way lines. Topographic survey shots of existing ground elevations will be 50 feet grid for areas outside existing Queen Creek Road and Old Price Road right-of-ways.
5. DESIGN CONSULTANT shall take elevations along driveway centerline and edges at 50' intervals beginning at the back of curb to 200 feet beyond the back of curb.
6. DESIGN CONSULTANT shall take elevations at the inverts of catch basins, manholes, and water valve nuts within the project limits. DESIGN CONSULTANT shall establish two benchmarks within half mile each direction along Queen Creek Road.
7. DESIGN CONSULTANT shall provide a sketch showing each benchmark with a minimum of 3 ties to features that will not be disturbed by construction.

8. DESIGN CONSULTANT shall provide a digital video log that shows existing surface features including streets, intersections, driveways, curb ramps, at grade utilities, drainage facilities, signs, landscaping, and streetlights within survey limits described Item B9.3. DESIGN CONSULTANT shall provide the CITY two CDs of the video log.

RIGHT-OF-WAY SURVEY

1. At Preliminary (15%) Design, DESIGN CONSULTANT shall prepare a right-of-way strip map overlain on an aerial photograph showing existing right-of-way and easements. The right-of-way strip map is for the purpose of identifying property boundaries to prepare legal descriptions and exhibits for new property acquisitions for road right of way, future bus bays, drainage easements, temporary construction easements, sight vision easements and utility easements and shall include a list of identified properties and property rights. DESIGN CONSULTANT shall provide CITY with list of properties requiring title reports for acquisitions.
2. DESIGN CONSULTANT shall provide legal descriptions and exhibits for new property acquisitions for right of way, drainage easements, temporary construction easements, sight vision easements and utility easements. CITY shall provide title search documents with Schedule "B" attachments for each parcel requiring new right of way or easement. DESIGN CONSULTANT scope and fee based on preparing one right-of-way and one drainage easement legal description each for Parcel 303-36-272B and Parcel 303-37-959 with associated exhibits and closure data. Additional legal descriptions will be reimbursed from Allowance.
3. DESIGN CONSULTANT shall submit final right-of-way documents to the CITY between 30% and 60% design completion. These documents shall include legal descriptions, exhibits, parcel maps, right-of-way strip maps, a draft drainage report and 30% design plans for all acquisitions and easements.
4. DESIGN CONSULTANT shall field stake right-of-way once per the direction of the CITY. Right of way staking will be provided at changes in alignment and angle points.

PLANS, SPECIFICATIONS AND ESTIMATES

1. DESIGN CONSULTANT shall prepare plans, specifications and estimates in accordance with CITY standards. The plans shall include, but not be limited to:
 - Cover Sheet
 - General Notes Sheets
 - Design Data and Index of Sheets
 - Paving Plans/Profiles (1"=20'H/1"=2' V) – See Item B 11.0 for additional information
 - Drainage Plans (1"=20'H/1"=2'V) – See Item 12.0 for additional information
 - Structure Plans (Scale varies) – See Item 13.0 for additional information
 - Traffic Signal Plans – See Item 15.0 for additional Information
 - Striping and Signing Plans (1"=40') – See Item 16.0 for additional information
 - Street Light Plans – See Item 17.0 for additional information
 - Landscape and Irrigation Plans – See Item 18.0 for additional information
 - Storm Water Pollution Prevention Plans – see Item 19.0 for additional information
 - Waterline Plans (1"=20' H/1"=2' V) – See Item 20.0 for additional information.

2. DESIGN CONSULTANT shall submit plans at the 30%, 60%, and 100% stages.
3. At the 30% and 60% plan submittals, DESIGN CONSULTANT shall submit a CD containing base files in AutoCAD .DWG format, and AutoCAD .DWF (Design Web Format) exports of each plan sheet and scanned .PDF images of each plan sheet.
4. At the completion of the design, DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format and scanned .PDF images of each plan sheet (signature set.)
5. Specifications will be in accordance with the MAG Standard Specifications and CITY of Chandler Standard Specifications. DESIGN CONSULTANT shall supply special provisions for all items not adequately covered by the standard specifications.
6. DESIGN CONSULTANT shall prepare cross sections and earthwork quantities determined, with the intent to provide a balanced earthwork project.
7. DESIGN CONSULTANT shall prepare opinions of probable cost for all pay items per the standard specifications and special provisions, except that volumetric measurements will not be used for pay items.
8. DESIGN CONSULTANT shall review the CITY's comments and complete the comment resolution forms provided by the CITY. DESIGN CONSULTANT will provide a matrix that summarizes the comments and indicates whether the comment was incorporated or provides justification for not implementing the change noted in the plan review comments. DESIGN CONSULTANT shall provide the comment matrix to the CITY one week prior to the Comment Resolution Meeting.
9. DESIGN CONSULTANT shall return all redline plans and review comments received from CITY for each plan submittal with subsequent plan submittal.
10. DESIGN CONSULTANT shall be responsible for delivering to the CITY a complete set of constructible plans and shall be responsible for ensuring constructability of such plans, including, but not limited to, completion of right-of-way, TCE, and drainage easement acquisitions, and completion of utility relocation design.

PAVING PLAN/PROFILES

1. DESIGN CONSULTANT shall prepare Typical Roadway Sections, Geometric Layout, Paving Plan & Profile Sheets and Cross Sections at 50' intervals for a major arterial (CITY Standard Detail C-203) for Queen Creek Road.
2. DESIGN CONSULTANT shall prepare Typical Roadway Sections, Geometric Layout, Paving Plan & Profile Sheets and Cross Sections at 50' intervals for a local street (CITY Standard Detail C-213) for Old Price Road.
3. DESIGN CONSULTANT shall prepare plan and profile plans at a scale of 1"=20' horizontal and 1"=2' vertical showing survey control, topographic mapping, centerline stationing, curb and gutter, sidewalk, handicap ramps, driveways, turn lanes, intersecting streets, utilities, existing right-of-way, proposed right-of-way, existing utilities, and construction notes. Profiles shall show centerline stationing, existing ground, proposed curb and gutter grades, benchmarks and underground utilities.

4. DESIGN CONSULTANT shall prepare calculations, plans, specifications, quantity determinations and opinion of probable costs. Submittals shall be made for 30%, 60%, Pre-Final 100% and the Final PS&E package.

DRAINAGE REPORT & PLANS/PROFILES

1. DESIGN CONSULTANT shall prepare a drainage analysis and perform calculations to define the new runoff expected as a result of the Old Price Road/Queen Creek Road Intersection improvements.
2. DESIGN CONSULTANT shall prepare Draft Drainage Report to accompany the 30% submittal. The Draft Drainage Report shall identify recommended improvements, proposed retention basins and any required drainage easements. This report shall document all calculations certifying the proposed design meets design criteria.
3. DESIGN CONSULTANT shall incorporate comments received from the Draft Drainage Report into a Final Drainage Report between the 30% and 60% plan submittals.
4. DESIGN CONSULTANT shall submit legal descriptions and exhibits for drainage easements, including volumetric calculations between 30% and 60% plan submittals.
5. DESIGN CONSULTANT shall prepare plans, specifications, quantity determinations and opinion of probable costs. Submittals shall be made for 30%, 60%, Pre-Final (100%) and the Final PS&E package.

STRUCTURAL PLANS

1. Not used.

TRAFFIC ANALYSIS, TRAFFIC SIGNALS, ITS, LIGHTING

1. Traffic Analysis, Traffic Signal, ITS, Lighting services to be provided by Southwest Traffic Engineers, LLC. See attached scope and fee.

STRIPING AND SIGNING PLANS

1. Striping and Signing Plan services to be provided by Southwest Traffic Engineers, LLC. See attached scope and fee.

LANDSCAPE, HARDSCAPE & IRRIGATION PLANS

1. Landscape, Hardscape and Irrigation Plan services to be provided by J2 Engineering and Environmental. See attached scope and fee.

STORMWATER POLLUTION PREVENTION PLANS

1. DESIGN CONSULTANT shall prepare Storm Water Pollution Prevention Plan (SWPPP). The SWPP shall meet most current Arizona Pollutant Discharge Elimination System (AZPDES) General Permit for Discharge from Construction Activities to Waters of the United States. The SWPP shall include a completed checklist (<http://www.azdeq.gov/environ/water/permits/download/cswppp.pdf>) that identifies the location of the required SWPPP components outlined in the Construction General Permit. Erosion and Sediment Control Plans meeting the requirements of the CITY shall also be developed and submitted. A copy of the SWPPP and Erosions and Sediment Control Plans shall be provided to the CITY and the Contractor.

2. DESIGN CONSULTANT shall prepare calculations, final plans, specifications, quantity determinations and opinion of probable costs. Submittals shall be made for 60%, Pre-Final 100% and the Final PS&E package.

WATERLINE & SANITARY SEWER

1. DESIGN CONSULTANT shall prepare waterline plans to relocate fire hydrants at the intersection of realigned Old Price Road and Queen Creek Road and vertically realign existing waterlines under new storm drain pipes and culverts.
2. DESIGN CONSULTANT shall prepare and submit Maricopa County Environmental Services Department Approval to Construct (ATC) application and required Engineering Design Report. CITY will provide all permit fees at the time of submittal.

GEOTECHNICAL

1. Geotechnical services to be provided by Speedie & Associates, Inc. See attached scope and fee.

PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)

1. Phase I Environmental Site Assessment services to be provided by Speedie & Associates, Inc. See attached scope and fee.

UTILITY LOCATING SERVICES (POTHOLING)

1. DESIGN CONSULTANT shall conduct Subsurface Utility Engineering (SUE) per ASCE publication CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" at a "Quality Level A".
2. During the 30% design phase, DESIGN CONSULTANT shall develop a suggested pothole list that identifies coordinates, stationing and offset. DESIGN CONSULTANT will provide the list to utility companies affected by the project, and facilitate coordination of a master pothole list. Twenty (20) total potholes are anticipated. CITY approved potholes will be reimbursed from Allowance.
3. Prior to completion of the 30% plans, DESIGN CONSULTANT shall provide vacuum excavation potholes (testholes) on existing subsurface utilities at locations identified on the master pothole list. Pertinent pothole data will be presented in spreadsheet format on a standard "Testhole Data Summary" form that includes the depth, horizontal and vertical location, size and material composition of the utility line exposed.
4. DESIGN CONSULTANT shall initially stake the pothole location in white paint for Blue Stake notification and as a reference point for the surveyed location of each pothole. DESIGN CONSULTANT shall identify the pothole number, northing, easting and elevation of the staked location. DESIGN CONSULTANT shall measure and record adjustments from the surveyed location to the steel reference pin set above the centerline of each exposed utility.
5. Vacuum excavation potholing will include mobilization, set-up, traffic control (excluding uniformed police officer, special barricading, permit fees or inspections required by any governmental agencies), pavement cut and removal (if any), pavement patch as specified in Streetcut Permit (if any), excavation, backfill and compaction, all information requested, and clean up. DESIGN CONSULTANT shall apply for and obtain CITY of Chandler permit for potholing.
6. For identified water and sewer lines, while the pothole is excavated, representatives from the CITY's Water and Sewer Department and DESIGN CONSULTANT will perform visual inspection of

the condition of the lines. Rehabilitation or replacement recommendations will be developed by the MUD representatives and DESIGN CONSULTANT and provided to the CITY's project manager.

CONSTRUCTION DOCUMENTS

DESIGN CONSULTANT shall prepare the construction documents for each design submittal listed in the table below.

Construction Document	30% Stage	RO W	60% Stage	100% Stage	Final PS&E
Face Sheet	P		F	S	S
Design Sheet/Index			P	S	S
Special Detail Drawings			P	S	S
Typical Roadway Sections	P		F	S	S
Geometric Configuration	P		F	S	S
Paving Plan & Profile Sheets	P		F	S	S
Drainage Plans & Details	P		F	S	S
Erosion and Sediment Control Plans & Details	P		F	S	S
Intersection Plans & Details	P		F	S	S
Utility Plan/Profile/Details	P		F	S	S
Traffic Signal Plans & Details	P		P	S	S
Signing and Pavement Marking Plans & Details	P		P	S	S
Lighting Plans & Details	P		P	S	S
Landscape Plans & Details			P	S	S
Roadway Cross Sections	P		F	S	S
Quantity & Opinion of probable cost	P		P	F	F
Special Provisions	P		P	S	S
Drainage Report	P	F	S		
Geotechnical Report	S				
Stormwater Pollution Prevention Plan				F	F
Environmental Site Assessment Report		S			
Right-of-Way Legal Descriptions		S			
Right-of-Way Strip Map	F	F	F	F	F
Utility Strip Map	P	P	F	F	F

P – Denotes Preliminary, F – Denotes Final, S – Denotes Sealed

C 1.0 ALIGNMENT (15%) PLANS

- DESIGN CONSULTANT shall submit to the CITY three (3) roll plots of alignment and three (3) copies of the right-of-way strip map.

C 2.0 PRELIMINARY (30%) PLANS

- DESIGN CONSULTANT shall submit to the CITY eight (8) full size sets of construction plans, eight (8) half size sets of construction plans, five (5) copies of the draft drainage report, five (5) copies of the draft geotechnical report, two (2) copies of the "Testhole Data Summary Sheet", five (5) copies of the opinion of probable cost, eight (8) copies of the outline special provisions, two (2) copies of the final right-of-way strip map, two (2) copies of the utility strip map and plan checklists. In addition, DESIGN CONSULTANT shall send one (1) half size set of construction plans, along with conflict letters and a copy of the "Testhole Data Summary Sheet" to each utility company affected by the project.

2. DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format, and AutoCAD .DWF (Design Web Format) exports of each plan sheet and scanned .PDF images of each plan sheet.

C 3.0 RIGHT-OF-WAY SUBMITTAL

1. DESIGN CONSULTANT shall submit two (2) copies of the final drainage report, the final legal descriptions for acquisitions, drainage easements, sight vision easements, utility easements, and TCEs, and two (2) copies of the final right-of-way strip map. Detention volumes will be shown on drainage easement exhibits.

C 4.0 PRELIMINARY (60%) PLANS

1. DESIGN CONSULTANT shall incorporate any changes, corrections and/or additions as a result of the preliminary plan review. DESIGN CONSULTANT shall submit to the CITY 30% redlines, eight (8) copies of 30% plan comments and annotated comment sheet, eight (8) full size sets of construction plans, eight (8) half-size sets of construction plans, four (4) copies of the sealed drainage report, five (5) copies of the final geotechnical report, five (5) copies of the construction opinion of probable cost, six (6) copies of the technical special provisions, plan checklists, one (1) copy of the final right-of-way strip map, and two (2) copies of the utility strip map. In addition, DESIGN CONSULTANT shall send two (2) full size sets of construction plans, along with conflict letters to each utility company affected by the project.
2. DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format, and AutoCAD .DWF (Design Web Format) exports of each plan sheet and scanned .PDF images of each plan sheet.

C 5.0 PRE-FINAL (100%) CONSTRUCTION DOCUMENTS

1. DESIGN CONSULTANT shall incorporate any changes, corrections and/or additions as a result of the pre-final plan review. DESIGN CONSULTANT shall submit to the CITY 95% redlines, one (1) copy of 95% plan comments and annotated comment sheets, one (1) sealed set of specifications including technical special provisions, one (1) full size set of sealed construction plans on reproducible 4 mil Mylar with cover sheet signed by ADEQ or Maricopa Environmental Services, if applicable, one (1) copy of the final construction opinion of probable cost and bid schedule, one (1) copy of the final right-of-way strip map, and two (2) copies of the final utility strip map.
2. DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format, and AutoCAD .DWF (Design Web Format) exports of each plan sheet and scanned .PDF images of each plan sheet.

C 6.0 FINAL PS&E CONSTRUCTION DOCUMENTS

1. DESIGN CONSULTANT shall incorporate any changes, corrections and/or additions as a result of the pre-final plan review. DESIGN CONSULTANT shall submit to the CITY 100% redlines, one (1) copy of 100% plan comments and annotated comment sheets, one (1) sealed set of specifications including technical special provisions, one (1) full size set of sealed construction plans on reproducible 4 mil Mylar with cover sheet signed by ADEQ or Maricopa Environmental Services, if applicable, one (1) copy of the final construction opinion of probable cost and bid schedule, one (1) copy of the final right-of-way strip map, and two (2) copies of the final utility strip map.
2. DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format, and AutoCAD .DWF (Design Web Format) exports of each plan sheet and scanned .PDF images of each plan sheet.

POST DESIGN SERVICES

1. DESIGN CONSULTANT shall attend Pre-bid Meeting, respond to prospective bidders questions and prepare Addendum as required.
2. DESIGN CONSULTANT shall perform shop drawing reviews and respond to Requests for Information (RFIs).

PROJECT SCHEDULE

The following schedule was developed is indexed to the notice to proceed (NTP) date. Schedule assumes agencies will complete reviews within two weeks.

Data Collection	NTP + 2 weeks
Submit H&V (15%) for Council Approval	NTP + 6 weeks
Submit 30% Plans	NTP + 8 weeks
Submit ROW Acquisition Documents	NTP + 10 weeks
Submit 60% Plans	NTP + 14 weeks
Public Meeting #1	NTP + 14 weeks
Submit Final Plans (100%)	NTP + 24 weeks
Submit PS&E	NTP + 26 weeks
Public Meeting #2	NTP + 26 weeks

1. DESIGN CONSULTANT shall adhere to the production schedule established for the project and such schedule may not be modified or deviated from without written consent by the CITY. DESIGN CONSULTANT shall revise and submit for review an updated schedule whenever completion of the project design, or any of the partial completion points listed in the schedule are delayed by one week or more. Such adjusted schedule shall include a written explanation stating the reasons for the schedule change and DESIGN CONSULTANT'S plan for getting back on schedule.

QUALITY CONTROL

DESIGN CONSULTANT shall institute and comply with the DESIGN CONSULTANT'S Quality Control Plan established for the project.

**EXHIBIT B
FEE SCHEDULE**

<u>CLASSIFICATION</u>	<u>MAN HOURS</u>	<u>BILLING RATES</u>	<u>LABOR COSTS</u>
Project Principal	0	\$ 180.00	\$ -
Project Manager	150	\$ 155.00	\$ 23,250.00
Senior PE	193	\$ 120.00	\$ 23,160.00
Project Engineer	384	\$ 105.00	\$ 40,320.00
Design Engineer	488	\$ 95.00	\$ 46,360.00
Senior RLS	26	\$ 115.00	\$ 2,990.00
RLS	36	\$ 100.00	\$ 3,600.00
Survey Technician/LSIT	70	\$ 90.00	\$ 6,300.00
CADD Tech	501	\$ 75.00	\$ 37,575.00
2 Person Survey Crew	60	\$ 120.00	\$ 7,200.00
Clerical	<u>74</u>	\$ 55.00	\$ 4,070.00
Total Hours	1,982		
		Total Direct Labor \$	\$ 194,825.00
		Subtotal Contract Labor \$	\$ 194,825.00

<u>DIRECT AND OUTSIDE EXPENSES:</u>				
<u>Description</u>	<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Total</u>
Personal Vehicle Mileage	Miles	\$ 0.445	900	\$ 400.50
Survey Vehicle Mileage	Miles	\$ 0.445	240	\$ 106.80
<u>Outside Printing - AT COST estimates only</u>				
Printing (8-1/2" x 11")	Each	\$ 0.06	1,000	\$ 60.00
Printing (11" x 17")	Each	\$ 0.18	2,400	\$ 432.00
Printing (22" x 34")	Each	\$ 6.00	2,400	\$ 14,400.00
Printing (22" x 34") mylar	Each	\$ 18.00	0	\$ -
Exhibits	Each	\$ 250.00	10	\$ 2,500.00
Deliveries/Postage	Each	\$ 3.00	25	\$ 75.00
		Subtotal Direct and Outside Expenses		\$ 17,974.30

<u>SUBCONSULTANTS FEE</u>		
<u>Subconsultant</u>	<u>Task</u>	<u>Fee</u>
SWTE	Traffic/Lighting	\$ 70,991.00
Speedie	Geotechnical & Environmental Phase I	\$ 9,125.00
J2	Landscape/Hardscape/Irrigation	\$ 16,779.00
	Subtotal Subconsultants Fee	\$ 96,895.00

<u>ALLOWANCES</u>		
<u>Consultant/Expenses</u>	<u>Task</u>	<u>Fee</u>
Designer Contingency	Additional Design	\$ 30,000.00
Survey Contingency	Legal Descriptions (2)	\$ 5,000.00
Pothole Contingency	Utility Location (20)	\$ 10,000.00
	Subtotal Allowances	\$ 45,000.00

Subtotal Contract Labor	\$ 194,825.00
Subtotal Direct and Outside Expenses	\$ 17,974.30
Subtotal Subconsultants	\$ 96,895.00
Total Contract Fee	\$ 309,694.30
Subtotal Allowances	\$ 45,000.00
Total Contract Fee & Allowances	\$ 354,694.30

EXHIBIT C

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

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the Design 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.

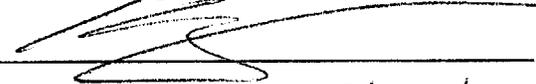
By completing and signing this form the Design Consultant shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Project Number/Division: ST1305-201		
Name (as listed in the contract):		
Street Name and Number:		
City:	State:	Zip Code:

I hereby attest that:

1. The Design 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 Design Consultant has identified all Design 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.

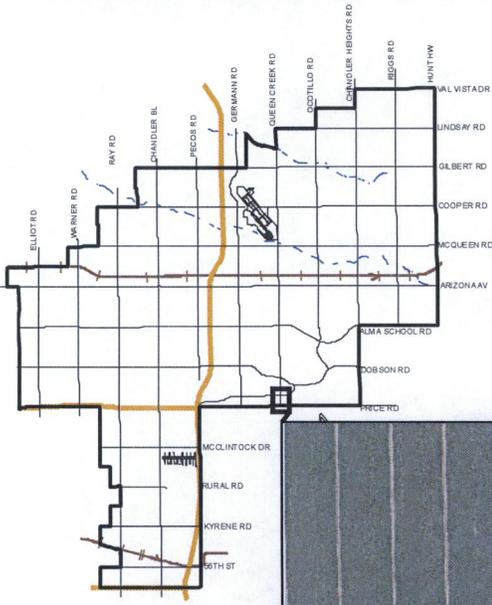
Signature of Design Consultant (Employer) or Authorized Designee:



Printed Name: Karl G. Obergh
Title: President
Date (month/day/year): 9/18/13



OLD PRICE & QUEEN CREEK ROADS INTERSECTION IMPROVEMENTS DESIGN PROJECT NO. ST1305-201



MEMO NO. CP14-012



PROJECT SITE



NTS
CHANDLER