



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
CP15-025**

**1. Agenda Item Number:**  
**33**  
**2. Council Meeting Date:**  
September 11, 2014

**TO: MAYOR & COUNCIL**  
**THROUGH: CITY MANAGER**

**3. Date Prepared:** July 9, 2014  
**4. Requesting Department:** Transportation & Development

**5. SUBJECT:** Project Agreement with Sunrise Engineering for design services

**6. RECOMMENDATION:** Staff recommends City Council award a Project Agreement for design services to Sunrise Engineering, for a deceleration lane from eastbound Ray Road to southbound Dobson Road, Project No. ST1404.201, pursuant to Annual Engineering Services Contract No. EN1004.101, in an amount not to exceed \$58,222.

**7. BACKGROUND/DISCUSSION:** This intersection is one of the most congested intersections in the City, particularly during the morning and afternoon rush hours. The City has received complaints from the neighbors regarding cut through of traffic during high traffic times. An eastbound right turn deceleration lane will help to ease congestion and reduce the potential for shortcutting along parallel local and collector streets. The scope of work includes design, construction documents, permitting, and post-design services for this new roadway configuration.

**8. EVALUATION PROCESS:** Staff reviewed the scope of work, billing rate, and total fee for the project and determined them to be reasonable. This project is within the parameters of the annual contract for civil design services with this firm. Contract completion time is 120 calendar days following Notice to Proceed.

**9. FINANCIAL IMPLICATIONS:**

Cost: \$ 58,222  
Savings: \$ 45,000 Proposition 400 Reimbursement  
Long Term Costs: N/A  
Funding Source:

<u>Account No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
411.3310.6517.0.6ST303	GO Bonds	Street Construction-Variou Improvements	Yes	\$58,222

**10. PROPOSED MOTION:** Move City Council award design services Project Agreement to Sunrise Engineering, for a deceleration lane from eastbound Ray Road to southbound Dobson Road, Project No. ST1404.201, pursuant to an Annual Engineering Services Contract No. EN1004.101, in an amount not to exceed \$58,222.

**ATTACHMENTS:** Location Map, Project Agreement

**APPROVALS**

**11. Requesting Department**

Daniel W. Cook, Interim City Engineer/  
Transportation Manager

**13. Department Head**

R.J. Zeder, Transportation & Development Director

**12. Transportation & Development**

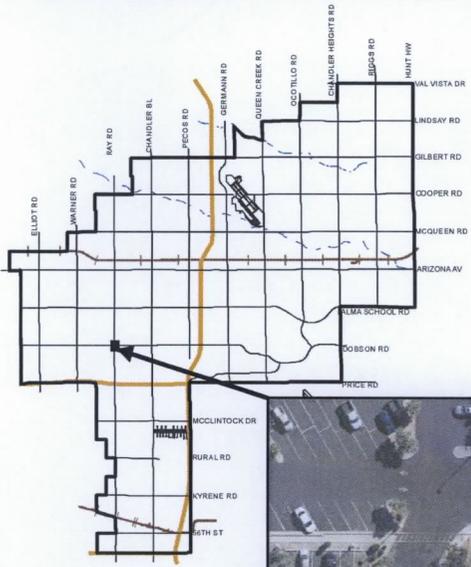
Bob Fortier, Capital Projects Manager

**14. City Manager**

Rich Dlugas

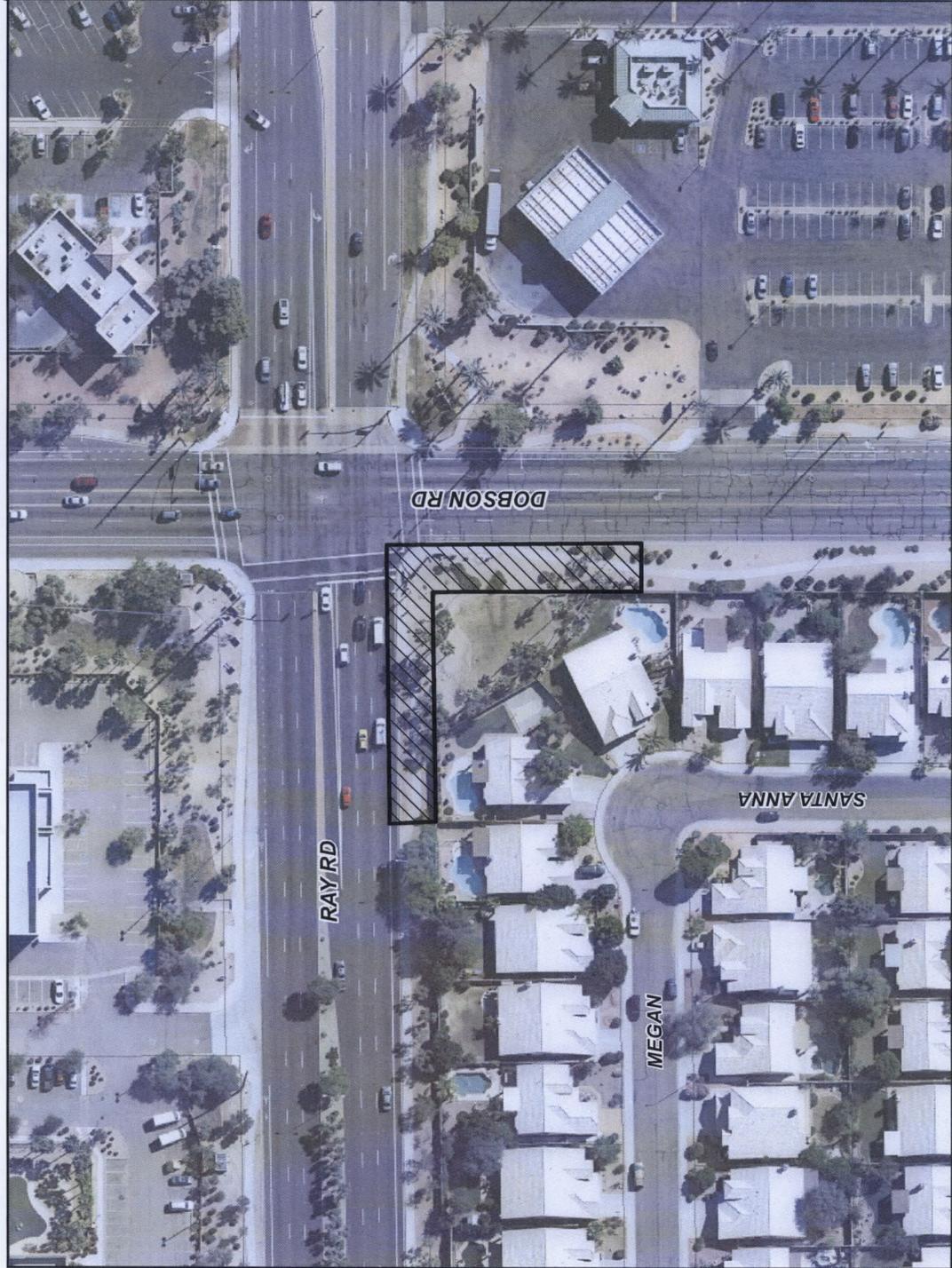


**DECELERATION LANE FROM EASTBOUND  
RAY RD TO SOUTHBOUND DOBSON RD  
PROJECT NO. ST1404.201**



**MEMO NO. CP15-025**

**PROJECT SITE**



**PROJECT AGREEMENT  
PURSUANT TO ANNUAL CONTRACT NO. EN1004-101**

**PROJECT AGREEMENT NO: ST1404.201**

This PROJECT AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and **Sunrise Engineering, a Utah Corporation licensed to do business in the State of Arizona**, (hereinafter referred to as "Annual Consultant") and is a project agreement entered into pursuant to Annual Contract No. EN1004-101.

CITY and Sunrise Engineering, in consideration of the mutual covenants herein set forth, agree as follows:

**ARTICLE 1 - DESCRIPTION OF WORK:**

This project is Ray Road Dobson Road Eastbound Deceleration Lane, Project Number ST1404.201. The scope of work consists of add a right turn lane from eastbound Ray Road to southbound Dobson Road, all as more particularly set forth in Exhibit A attached hereto and incorporated herein by reference.

The Annual Consultant shall not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract amendment and signed by the Contract Administrator.

**ARTICLE 2 - CONTRACT PRICE:**

CITY shall pay Annual Consultant for completion of the Work in accordance with the Contract Documents a fee not to exceed Fifty Eight Thousand Two Hundred Twenty Two Dollars (\$58,222) determined and payable as set forth in Annual Contract EN1004-101 and Exhibit B attached hereto and made a part hereof by reference.

**ARTICLE 3 - CONTRACT TIME:**

The contract time is One Hundred Twenty calendar days and Annual Consultant agrees to complete all work within One Hundred Twenty (120) calendar days of the date CITY issues a Notice to Proceed.

**ARTICLE 4 - GENERAL:**

This Project Agreement is entered into pursuant to Annual Contract No. EN1004-101 and the terms and conditions contained therein are incorporated herein by reference as if set forth in full.

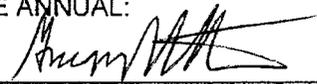
IN WITNESS WHEREOF, the parties hereto have executed this Project Agreement on the day and year first written above.

This Project Agreement will be effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF CHANDLER

FOR THE ANNUAL:

\_\_\_\_\_  
MAYOR DATE:

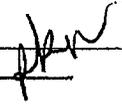
By:   
Title: Principal / Vice President

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

ADDRESS FOR NOTICE  
Mr. Greg Potter  
Sunrise Engineering  
2152 S. Vineyard, Ste. 123  
Mesa, AZ 85210

APPROVED AS TO FORM:

Phone: 480-768-8600  
Fax: 480-768-8609

\_\_\_\_\_  
City Attorney By:   
ATTEST:

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

## EXHIBIT A SCOPE OF WORK

The project components to be designed/provided by ANNUAL CONSULTANT include:

- Boundary and topographic surveying with base-mapping
- Utility locating/coordination and possible potholing
- Drainage study/analysis (encroachment on existing basin)
- Construction Drawings
- Technical Specifications
- Cost Estimates
- Project Management
- Post-Design Services
- Allowances for landscape architecture coordination, potholing of existing utilities, legal descriptions/exhibits for TCEs (temporary construction easements) for adjacent properties (HOA basin), geotechnical investigation and unforeseen conditions

ANNUAL CONSULTANT will coordinate with the City regarding any pertinent data needs associated with the execution of the project and will reasonably rely on the accuracy, timeliness and completion of the information.

ANNUAL CONSULTANT shall provide the following services:

### **PHASE 1 –DESIGN, CONSTRUCTION DOCUMENTS & PERMITTING**

The purpose of this phase is to prepare final construction drawings, specifications and construction cost estimates (engineer's preliminary opinion of probable costs). This phase will include submittals and reviews at 60%, 90% -complete and Final Construction Documents. ANNUAL CONSULTANT shall complete the specifications using the ANNUAL CONSULTANT's master specifications (City of Chandler's as directed) and in accordance with the City's General Conditions for construction. ANNUAL CONSULTANT will prepare drawings using AutoCAD Civil 3D 2014 software.

For the 60% submittal, ANNUAL CONSULTANT shall prepare:

- Design Development Drawings
- Preliminary Cost Estimate

For the 90% submittal, ANNUAL CONSULTANT shall prepare:

- Detailed Design Drawings
- Technical Specifications
- Engineer's Cost Estimate

ANNUAL CONSULTANT shall provide five (5) copies true half-size (11" x 17") of the 60% and 90% deliverables to the City.

ANNUAL CONSULTANT shall attend review meetings for the City's comments at the 60% and 90% submittal phases.

ANNUAL CONSULTANT shall modify the contract documents to reflect all agreed-upon final review comments from the City, and ANNUAL CONSULTANT's quality control review team.

ANNUAL CONSULTANT shall submit one reproducible set of 100% complete (Final) Mylars and five (5) copies of the final Bid Documents (full-size drawings and specifications) to the City. ANNUAL CONSULTANT shall deliver electronic drawings to the City in AutoCAD format.

**TASK 1.1 Meetings, Project Management & Coordination:** This task includes meetings attendance, project management, administration and correspondence by ANNUAL CONSULTANT. Four (4) meetings have been budgeted for this task which include the following:

1. 60% Submittal Comment Review Meeting/ Meeting with Downtown
2. 90% Submittal Comment Review Meeting/ Meeting with Downtown
3. Final Construction Documents Review Meeting
4. One Public Meeting or Meeting with City Officials

**TASK 1.2 Topographic Surveying & Base-mapping:** ANNUAL CONSULTANT will provide topographic surveying and base-mapping information for the project limits shown in Figure 1. The survey will be performed using the City of Chandler's benchmarks. ANNUAL CONSULTANT will start by establishing horizontal and vertical control in the project area. The ANNUAL CONSULTANT's survey field crews will locate and take shots on the existing survey monuments and utilities visible above the surface (water valves, meter vaults, manholes, etc.). Subsurface utility information will be shown based on the best available information provided by the City of Chandler and local utility providers. The primary topographic information gathered will be sidewalk, driveways, roadway, curb and gutter, street lights, etc. within the project limits and within the right-of-way. Rights-of-way and centerlines will be added to the base-mapping using Maricopa County recorded documents and found centerline monuments. No search for property corners will be performed and the property lines shown in the base map will be calculated from recorded maps and deeds only.

**TASK 1.3 Construction Drawings:** ANNUAL CONSULTANT shall design and prepare construction documents. The design will be submitted and reviewed at three (3) stages: 60%, 90% and 100% (Final). Plans may be prepared on 22" x 34" or 24" x 36". These plans are anticipated to include:

1. Cover Sheet
2. Legend, Index & Notes
3. Horizontal Control Plan
4. Existing Topo/Demolition
5. Roadway Design Plan & Profile
6. Signing & Striping Plan
7. Signal Relocation/Replacement (sub-consultant Wright Engineering)
8. Street Lighting Modification (sub-consultant Wright Engineering)
9. Detail Sheets

**TASK 1.4 Drainage Memo:** ANNUAL CONSULTANT shall study and analyze the existing drainage in the project limits and the impact the addition the right turn lane will have on the existing retention basin. ANNUAL CONSULTANT shall prepare memorandum summarizing the findings and provide a recommendation.

**TASK 1.5 Utility Coordination:** This task will include researching public and private utilities and submitting plans to utility providers for conflict review after 60% plans are prepared. Coordination will occur between 60% and 90% submittals. The City of Chandler will provide utility maps of the City's utilities and ANNUAL CONSULTANT will obtain private utility maps through request letters.

**TASK 1.6 Technical Specifications:** ANNUAL CONSULTANT shall prepare the required technical specifications for the project. The technical specifications will be included with the 90% and 100% (Final) plan submittals.

- TASK 1.7 Cost Estimates:** ANNUAL CONSULTANT shall prepare a preliminary cost estimate at the 60% design phase and an engineering cost estimate at the 90% and 100% (Final) design phases.
- TASK 1.8 Permitting:** ANNUAL CONSULTANT shall submit plans to/address comments from the City's Planning and Development Department.
- TASK 1.9 QA/QC:** This task will be used by the ANNUAL CONSULTANT to perform quality control review of the construction documents (plans, specifications and estimate) prior to final submittals that will be used for bidding.
- TASK 1.10 Bidding Services:** ANNUAL CONSULTANT shall attend one pre-bid meeting to answer any questions during the meeting and will respond to other design inquiries during the bidding period. It is assumed that contractor inquiries will be routed through the City and ANNUAL CONSULTANT will respond directly to the City. It has been assumed that the City will communicate directly with all contractors. ANNUAL CONSULTANT shall also support the City in the evaluation of qualified bid submittals.

## **PHASE 2 –ALLOWANCES**

The tasks in this phase will be used as allowances as described below:

- TASK 2.1 Reimbursable Expenses:** This will be an allowance used for reimbursable expenses which may include, but are not limited to, reprographics (documents, plans, reports, maps, mileage, etc.), including one (1) Final Mylar Set of plans for the City of Chandler.
- TASK 2.2 Legal Descriptions/Exhibits:** This project may require legal descriptions for land acquisition, permanent easements or Temporary Construction Easements (TCE's). If authorized by the City, ANNUAL CONSULTANT will prepare a legal description and exhibit for these scenarios. The preparation of up to two (2) legal descriptions/exhibits is budgeted for this task. The City will be responsible for obtaining signatures from home/business owners for these land acquisitions and/or easements.
- TASK 2.3 Utility Potholing:** After the City comments from the 60% plan submittal are received by ANNUAL CONSULTANT, utility potholing will be performed by a subcontractor of the ANNUAL CONSULTANT. ANNUAL CONSULTANT will prepare a pothole request order (exhibit and list for needed pothole locations) and coordinate with the subcontractor and the City. Blue Stake will be called in prior to any potholing. The City will send plans to utility owners for conflict review and arrange for any relocation with the respective owners (of non-City owned utilities) as necessary. After the utility potholing information is received it will be incorporated into the 90% plan submittal. Five (5) utility potholes have been budgeted for this task allowance. Only minor traffic control is anticipated as being necessary, such as traffic cones and a truck mounted message board provided by subcontractor. All permitting requirements and expenses will be the responsibility of the City.
- TASK 2.4 Landscape Architect Coordination (w/City's LA):** This project may require some minor landscape architecture design. This work will be performed by the city's Landscape Architect (LA). Under this task ANNUAL CONSULTANT will coordinate project plans and details with the city's LA and include the LA's plans in the construction documents.
- TASK 2.5 Geotechnical Investigation:** If the City does not have existing geotechnical information for the site or cannot otherwise provide information such as the soil bearing

capacity or recommended pavement sections for this site, then this task will be used by ANNUAL CONSULTANT to obtain such information.

**TASK 2.6 Additional Services for Unforeseen Conditions (Design Changes):** Due to the nature of this project additional services may be required during the course of design and/or construction from the ANNUAL CONSULTANT. Additional services (detailed description to be defined later) will be provided upon written authorization from the City.

**TASK 2.7 Additional Post-Design Services/Construction Administration:** This allowance will be for additional post design services if required and requested by the City. Such tasks may include the following:

- a. Review and approve/disapprove contractor submittals for the proposed equipment for adherence to the plans and specifications.
- b. Written response to contractor RFI's during the course of construction.
- c. Review and provide recommendations to contractor requested change orders during the construction of the project.

**Scope of Work Conditions & Exclusions**

- A. The City of Chandler shall be responsible for providing the following:
  - a. As-Builts (Record Drawings) of the existing site/facility
  - b. Geotechnical information for the existing site/facility
  - c. City quarter section utility maps and electronic GIS map files
  - d. Access to the city's Land Base (GIS)
- B. The following are responsibilities of the City during the project:
  - a. Pay City permit fees
  - b. Reproduce bidding documents
  - c. Distribute bidding documents to prospective bidders
- C. Any items not specifically included within the scope of this proposal are excluded. If additional items are added to the contract, they will be performed in accordance with the fees, terms and conditions contained in the aforementioned contract.
- D. The scope of work for the services to be performed as part of this contract has been summarized in the attached Cost Summary shown in Exhibit B. These services shall be performed on a lump sum basis.

**Schedule**

The following is a proposed schedule (assuming 5-day work-weeks) from NTP (Notice to Proceed):

- |   |                |
|---|----------------|
| • NTP from City of Chandler                           | TBD            |
| • Kick-off Meeting                                    | NTP + 2 weeks  |
| • Complete Survey                                     | NTP + 3 weeks  |
| • Downtown/Public Meetings                            | NTP + 4 weeks  |
| • Submit 60% Design                                   | NTP + 5 weeks  |
| • Utility Coordination/Review                         | NTP + 7 weeks  |
| • City Review of 60% Complete                         | NTP + 8 weeks  |
| • Submit 90% Design & Specifications                  | NTP + 10 weeks |
| • City Review of 90% Complete                         | NTP + 11 weeks |
| • Submit 100 % (Final) Contract Documents             | NTP + 12 weeks |
| • City Planning and Development Department Permitting | NTP + 14 weeks |

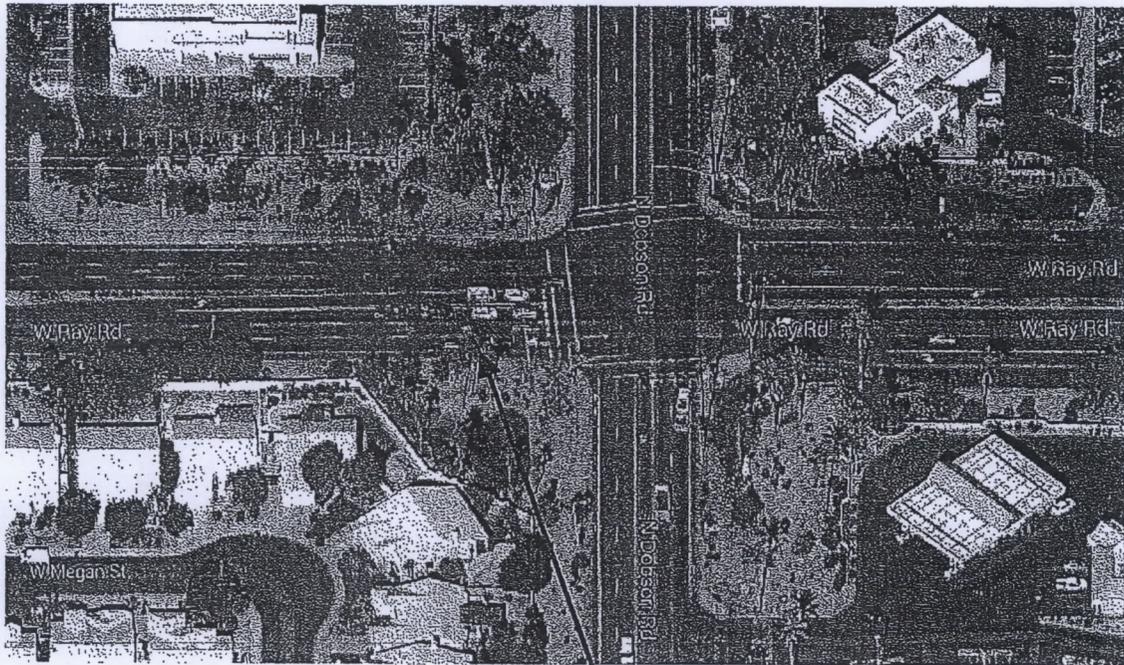


Figure 1 - Project Area

- Add Right Turn Lane - EB Ray Rd to SB Dobson Rd
- Survey Limits to include 1,300' to the west of the intersection and 800' to the north, east and south

