

DEC 11 2014

DESIGN CONSULTANT SERVICES CONTRACT

PROJECT TITLE: **Paseo Vista Recreation Area Drainage**
PROJECT NO: **PR1504.201**

This Contract is made and entered into by and between the City of Chandler, Arizona, a municipal Corporation, hereinafter called the CITY, and Michael Baker Jr., Inc., a Pennsylvania corporation duly authorized to do business in Arizona, 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:

The Project consists of professional services to determine interim and long-term improvements to the existing drainage system for the Paseo Vista Recreation Area, located between Ocotillo Road, McQueen Road and the Consolidated Canal in southeast Chandler. Major tasks include coordination meetings and site visits, geotechnical investigation and analysis, survey and mapping services, development of construction plans and technical specifications, permitting assistance, bidding assistance, post-design services and development of a drainage and erosion control repair and maintenance manual.

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 (chandleraz.gov).

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 **One Hundred Eighty Three Thousand One Hundred Twenty Five Dollars and Ninety Two Cents (\$183,125.92)**. 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 Twenty (120)** 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 therefore, 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 http://www.chandleraz.gov/content/UDM_SDnSpecs.pdf. 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, but only to the extent caused by the negligence, recklessness or intentional wrong conduct of DESIGN CONSULTANT, its successors, assigns and guarantors, shall 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. 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.

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 will submit Certificates of Insurance as evidence the required coverage is in effect. The DESIGN CONSULTANT 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 including 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 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.

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 _____ 20 _____

CITY OF CHANDLER

DESIGN CONSULTANT:

MAYOR Date

By: _____
Title: _____

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

ADDRESS FOR NOTICE

Phone: _____

ATTEST:

City Clerk

ATTEST: If Corporation

Secretary

APPROVED AS TO FORM:

City Attorney by: (flb) SEAL

EXHIBIT A SCOPE OF WORK

DESIGN CONSULTANT shall prepare construction documents at each of the interim design submittals (60%, 90%, and 100%) and at the final submittal. Design submittal documents for each submittal shall include the plan sheets, specifications and a cost estimate. Interim design plan submittals (60%, 90%, and 100%) shall consist of four full size (22x34) bond prints, five 1/2 size (11"x17") bond prints, and CD with pdf of the plan set. The final IFC plan submittal shall consist of four full size (22"x 34") bond prints, five 1/2 size (11"x17") bond prints, and CD with pdf of the plan set and electronic CAD base files.

DESIGN CONSULTANT shall provide the following services:

TASK 1-COORDINATION MEETINGS, GENERAL MANAGEMENT AND SITE VISITS

- 1.1 DESIGN CONSULTANT shall participate in the following coordination meetings:
- Progress meeting including minutes with the City of Chandler (6 meetings, 2 people per meeting @ 2 hours/meeting)
 - Construction coordination meeting with the City's JOC Contractor (1 meetings, 2 people per meeting @ 2 hours/meeting)
 - Comment resolution meetings with minutes (3 meetings, 2 people per meetings @ 2 hours/meeting)
- 1.2 DESIGN CONSULTANT shall submit progress reports together with the payment invoices. The report shall be brief and should be no longer than two typed pages. At a minimum, the progress reports shall contain the following:
- a. A description of the work accomplished by task during the payment invoice.
 - b. Percent (%) completed and percent (%) cumulative completed for each task.
 - c. A brief description of the work to be accomplished next.
 - d. A description of any problems encountered.
- 1.3 Project tracking and management
- 1.4 Site Visits (4 site visits, 2 people per meeting @ 3 hours/meeting)

TASK 2-GEOTECHNICAL

DESIGN CONSULTANT's Geotechnical Subconsultant HOQUE & ASSOCIATES shall prepare all geotechnical analysis and investigations required for the drainage design, and provide expert knowledge to design with respect to restrictions within the landfill. A draft and final geotechnical report shall be provided as part of this contract.

TASK 3-SURVEY/MAPPING

DESIGN CONSULTANT shall contract an aerial photogrammetry firm to acquire imagery of the project area and produce base mapping including planimetric features and a digital terrain model with 1 foot contours at 1"=20' mapping scale. This task includes setting out horizontal and vertical control panels to control the photogrammetry at locations to be chosen by the photogrammetry firm, locating sectional control in the project area and a field survey of random ground locations in the project area for internal aerial mapping quality control checks.

The project datum shall be NAD83 Arizona State Plane Central Zone translated to ground per data shown on the Paseo Vista Recreation Area Drainage Improvement Plans prepared by Dibble Engineering, Project COC PR0605-403, dated 11-7-2013 and City of Chandler Vertical datum (NAVD88).

DESIGN CONSULTANT shall provide field surveying to supplemental the aerial topographic design mapping in areas designated by the CITY. This task includes up to two 8-hour days of supplemental field surveying and office processing of the field work.

TASK 4-60% DESIGN SUBMITTAL

DESIGN CONSULTANT shall prepare the initial 60% design plans and documents. A plan shall be provided that reduces current yearly maintenance costs and incidences of failure that the site is currently experiencing. The plan shall maintain, as much as possible, the existing amenities that existing currently on the site. The plan shall also comply with landfill regulations. Drainage design shall be to City of Chandler policies with supplementation from Flood Control District of Maricopa County methodologies and criteria.

The following plan sheets are anticipated (21 sheets):

- Cover Sheet (1 Sheet)
- Legend, Notes & Quantities (2 Sheet)
- Key Map & Geometric Control (1 Sheet)
- Drainage and Landscaping Plan Sheets (17 Sheets)

DESIGN CONSULTANT shall also prepare an estimate of construction quantities, constructions costs, and contingencies. The construction cost estimate shall include a tabulation of bid items and quantities.

DESIGN CONSULTANT shall prepare a draft drainage report for the site. This report shall document all of the assumptions, methodology, references, and calculations used during the design. Drainage design shall be to City of Chandler policies with supplementation from Flood Control District of Maricopa County methodologies and criteria.

TASK 5-90% DESIGN SUBMITTAL

The following plan sheets are anticipated for the 90% design submittal (29 sheets). Comments from the 60% design submittal shall be incorporated into the 90% design submittal.

- Cover Sheet (1 Sheet)
- Legend, Notes & Quantities (2 Sheet)
- Key Map & Geometric Control (1 Sheet)
- Drainage and Landscape Plan Sheets (17 Sheets)
- Storm Drain Plan & Profile Sheets (1 Sheet)
- Grading and Drainage Details (5 Sheets)
- Landscape Details (2 Sheets)

DESIGN CONSULTANT shall also submit a 90% estimate of construction quantities, constructions costs, and contingencies. The final drainage report shall not be submitted at this submittal.

TASK 6 – 100% DESIGN SUBMITTAL

The 100% design plans shall be signed and sealed. No new plan sheets are anticipated at this submittal and comments from the 90% design submittal shall be incorporated into this final submittal. The 100% design submittal shall include the 100% estimate of construction quantities, constructions costs, and contingencies. A final drainage report shall be submitted at the 100% submittal, which shall address review comments from the City of Chandler as necessary.

TASK 7 – ISSUED FOR CONSTRUCTION (IFC) DESIGN SUBMITTAL

The IFC design plans shall be signed and sealed. No new plan sheets are anticipated at this submittal and comments from the 100% design submittal shall be incorporated into this final submittal. Also included shall be the IFC estimate of construction quantities, constructions costs, and contingencies. A final drainage report shall not be submitted unless major changes occur between the 100% and IFC design submittals.

TASK 8 – PERMIT ASSISTANCE

DESIGN CONSULTANT shall submit the IFC construction documents and final drainage report to the Arizona Department of Environmental Quality (ADEQ) for review and comment. Upon receipt of comments, DESIGN CONSULTANT shall attend one meeting (2 DESIGN CONSULTANT employees up to 4 hours) with ADEQ and the City to discuss comments and final resolution. Once final resolution is agreed upon by all parties, documentation of design changes as a result of the meeting shall be prepared by DESIGN CONSULTANT and submitted to the City for review and approval. Within the documentation DESIGN CONSULTANT shall include an opinion as to whether the design changes requested by ADEQ are within this Scope of Work, or the requested changes are considered additional services. DESIGN CONSULTANT shall not proceed with changes to the IFC construction documents until the meeting documentation is approved by the City.

TASK 9 – BIDDING ASSISTANCE

DESIGN CONSULTANT shall provide bidding assistance to the City upon completion of the IFC package. Bidding assistance shall include:

1. Technical information pertaining to the design and/or construction requirements for the City’s use during preparation of the solicitation documents
2. Attendance at the construction pre-bid meeting
3. Response to bidder inquiries technical in nature (non-contractual) from Contractors preparing bids

DESIGN CONSULTANT shall work through or provide support to the City for this task in its entirety. DESIGN CONSULTANT shall not coordinate directly with Contractors unless explicitly directed by the City.

TASK 10 – CONSTRUCTION PHASE SUPPORT

DESIGN CONSULTANT shall provide review of shop drawings and address Requests for Information (RFI's) issued by the Contractor. It is anticipated that approximately ten submittal reviews and 20 RFI reviews shall be required.

Upon completion of construction, DESIGN CONSULTANT shall prepare the final as-built drawings for the project. The IFC design drawings shall be modified by DESIGN CONSULTANT reflective of the red-lined field copy of permit construction plans and field survey information provided by the Contractor. DESIGN CONSULTANT shall submit the completed draft as-built plans on 24"x36" bond for review and approval. Once comments are resolved and as-built plan edits are complete, DESIGN CONSULTANT shall provide one set of full size (24" x 26") mylar print set. A CD of the final as-built plans (in PDF) shall be provided to the City.

This contract does not include additional post design or construction management or field services.

TASK 11 – DRAINAGE & EROSION CONTROL REPAIR & MAINTENANCE MANUAL

DESIGN CONSULTANT shall provide repair and maintenance (R&M) manual for upkeep of drainage and erosion control features included in the construction of this project. The R&M manual shall provide procedural and scheduling requirements for regular maintenance intervals for the construction improvements. Format and specific language requirements of the R&M manual shall be provided by the City. R&M requirements prepared by DESIGN CONSULTANT for upkeep of all improvements shall be provided in up to two R&M manuals, as needed to satisfy City Parks and Regulatory departments.

EXCLUSIONS

- Right-of-Way exhibits
- Environmental clearance
- Traffic control design plans
- Coordination meetings with adjacent property owners
- Archeology monitoring
- Pothole services
- Geotechnical boring services
- Seismic refractions surveys
- Obtaining the necessary title reports and title commitments
- Preparation of contracting documents for use in bidding
- Public outreach meetings
- SWPPP report (BMP's will be shown on plans)

ASSUMPTIONS

- Design plans shall be developed in AutoCADD
- Special provisions boilerplate template shall be provided by the City of Chandler
- All utility locations and maps shall be provided by the City of Chandler
- Plans shall be prepared to the City of Chandler standards. All existing utility locations shall be provided by the City of Chandler and shall be portrayed on the plans and in profile where appropriate.

Additional Services: Tasks which are not specifically identified herein or are specifically identified as additional services are considered Additional Services for purposes of this **CONTRACT**. **CITY** may request that DESIGN CONSULTANT perform Additional Services. However, **CITY** is not obligated to perform requested Additional Services unless 1) a modification to this **CONTRACT** has been fully executed setting forth the scope, schedule and fee for such Additional Services; or, 2) NTP in writing from the **CITY** is received stating Additional Services to be completed with a not to exceed amount while modification is being processed.

**EXHIBIT B
FEE SCHEDULE**

<u>Classification</u>	<u>Estimated Hours</u>	<u>Hourly Rate</u>	<u>Labor Costs</u>
Office Executive	12	\$238.00	\$ 2,856.00
Sr. Engineer	55	\$195.00	\$ 10,725.00
Project Engineer	444	\$157.70	\$ 70,018.80
Engineer/Designer	248	\$95.96	\$ 23,798.08
CAD Technician	358	\$68.22	\$ 24,422.76
Survey Manager	16	\$137.25	\$ 2,196.00
Two-Person Survey Team	32	\$156.45	\$ 5,006.40
Administrative	64	\$59.45	\$ 3,804.80
Total Estimated Labor	1,229		\$ 142,827.84

Other Direct Costs

Total Mileage		\$ 532.80
Total Reproduction & Shipping		\$ 3,702.50
Total Estimated Other Direct Costs		\$ 4,235.30

Sub-Consultants

Hoque & Associates, Inc.		\$ 13,500.00
AeroTech Mapping, Inc.		\$ 6,300.00
Total Estimated Sub-Consultant Costs		\$ 19,800.00

CONTRACT ALLOWANCE \$ 17,000.00

TOTAL NOT-TO-EXCEED AMOUNT	\$ 183,125.92
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**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CP15-150**

1. Agenda Item Number:
34
2. Council Meeting Date:
December 11, 2014

TO: MAYOR & COUNCIL

3. Date Prepared: December 4, 2014

THROUGH: CITY MANAGER

4. Requesting Department: Transportation & Development

5. SUBJECT: Contract with Michael Baker Jr., Inc., for design services, for Paseo Vista Recreation Area Drainage

6. RECOMMENDATION: Staff recommends City Council award a contract to Michael Baker Jr., Inc., for design services, for Paseo Vista Recreation Area Drainage, Project No. PR1504.201, in an amount not to exceed \$183,125.92 plus \$18,312.59 for associated in-house engineering services, for a total amount not to exceed \$201,438.51, approve a General Fund contingency appropriation transfer in the amount of \$100,719.25, and approve a Solid Waste Fund contingency appropriation transfer in the amount of \$100,719.26 for the contract and associated in-house engineering services.

7. BACKGROUND/DISCUSSION: Paseo Vista Recreation Area, the 64-acre former landfill site, is located on the northwest corner of McQueen and Ocotillo roads. The landfill was closed in 2005 and the site was developed into a recreation area in 2009.

During the past five years, several areas along the slopes of the site have eroded during storm events. In 2012, repairs were made to the site to correct erosion areas that had occurred. The areas that were repaired at that time (predominantly located on the west side of the site) held fairly well. The historic rain event on September 8, 2014, caused additional failures and damage to the slopes that were not a part of the improvements in 2012. Currently, Staff is seeking City Council approval of a contract with Michael Baker Jr., Inc., to develop recommendations for initial repair delivered through Job Order Contracting, development of construction documents for a long-term solution, and development of an ongoing maintenance plan.

The scope of work for this contract includes project management, meetings and coordination with multiple City Department stakeholders, construction documents (plans and technical specifications), engineer's opinion of cost, field survey, permitting assistance, geotechnical services, and the maintenance plan.

8. EVALUATION: This award is a direct select. Michael Baker Jr., Inc., was chosen due to previous experience and knowledge of the recreation area and landfill and to continue the work they have already begun. Staff has reviewed the scope of work, work loads, and total fee for this project and determined that they are reasonable. The contract completion time is 120 calendar days following Notice to Proceed.

9. FINANCIAL IMPLICATIONS:

Cost: \$201,438.51
Savings: N/A
Long Term Costs: N/A

Fund Source:

<u>Account No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
401.4580.6611.6PR497*	GF Capital Projects	Paseo Vista Recreation Area	FY 2014-15	\$100,719.25
625.3710.6110.6SW497*	Solid Waste Operating	Paseo Vista Landfill – Post Closure Repairs	FY 2014-15	\$100,719.26

*No funds were appropriated in FY 2014-15 for repairs to the Paseo Vista Recreation Area or the landfill since this is a result of the September 8, 2014, flood. Therefore, City Council approval is needed to transfer Contingency appropriation from the General Fund Non-Departmental Contingency (part of the 15% contingency) and the Solid Waste Fund Non-Departmental Contingency pay for the cost of repairs and associated in-house engineering services. Transfers are required from 101.1290.5911 (General Fund, Non-Departmental, Contingency) to 401.4580.6611.6PR497 (General Fund Capital, Parks and Recreation Capital, Improvements,

Paseo Vista Recreation Area) and from 625.1290.5911 (Solid Waste Fund, Non-Departmental, Contingency) to 625.3710.6110.6SW497 (Solid Waste Fund, Solid Waste Capital, Land Improvements, Paseo Vista Landfill – Post Closure Repairs). If insurance reimbursement is received in the future, deposits will be made to offset the use of the contingency funds.

10. PROPOSED MOTION: Move City Council award a contract to Michael Baker Jr., Inc., for design services, for Paseo Vista Recreation Area Drainage, Project No. PR1504.201, in an amount not to exceed \$183,125.92 plus \$18,312.59 for associated in-house engineering services, for a total amount not to exceed \$201,438.51, approve a General Fund contingency appropriation transfer in the amount of \$100,719.25, and approve a Solid Waste Fund contingency appropriation transfer in the amount of \$100,719.26 for the contract and associated in-house engineering services.

ATTACHMENTS: Project Agreement, Location Map

APPROVALS

11. Requesting Department



Bob Fortier, Capital Projects Manager

13. Department Head



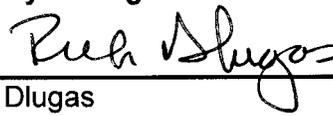
R.J. Zeder, Transportation & Development Director

12. Transportation & Development



Daniel W. Cook, City Engineer

14. City Manager



Rich Dlugas

DESIGN CONSULTANT SERVICES CONTRACT

PROJECT TITLE: **Paseo Vista Recreation Area Drainage**
PROJECT NO: **ST1504.201**

This Contract is made and entered into by and between the City of Chandler, Arizona, a municipal Corporation, hereinafter called the CITY, and C T Corporation System, a Pennsylvania corporation, dba Michael Baker Jr., Inc. in the state of Arizona, 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:

The Project consists of professional services to determine interim and long-term improvements to the existing drainage system for the Paseo Vista Recreation Area, located between Ocotillo Road, McQueen Road and the Consolidated Canal in southeast Chandler. Major tasks include coordination meetings and site visits, geotechnical investigation and analysis, survey and mapping services, development of construction plans and technical specifications, permitting assistance, bidding assistance, post-design services and development of a drainage and erosion control repair and maintenance manual.

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 (chandleraz.gov).

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 **One Hundred Eighty Three Thousand One Hundred Twenty Five Dollars and Ninety Two Cents (\$183,125.92)**. 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 Twenty (120)** 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 http://www.chandleraz.gov/content/UDM_SDnSpecs.pdf. 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, but only to the extent caused by the negligence, recklessness or intentional wrong conduct, 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. The amount and type of insurance coverage requirements set forth in the Agreement will in no way be construed as limiting the scope of indemnity in this paragraph.

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.

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 _____ 20 _____.

CITY OF CHANDLER

DESIGN CONSULTANT:

MAYOR Date

By: _____
Title: _____

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

ADDRESS FOR NOTICE

Phone: _____

ATTEST:

City Clerk

ATTEST: If Corporation

Secretary

APPROVED AS TO FORM:

City Attorney by: _____ SEAL

EXHIBIT A SCOPE OF WORK

DESIGN CONSULTANT shall prepare construction documents at each of the interim design submittals (60%, 90%, and 100%) and at the final submittal. Design submittal documents for each submittal shall include the plan sheets, specifications and a cost estimate. Interim design plan submittals (60%, 90%, and 100%) shall consist of four full size (22x34) bond prints, five 1/2 size (11"x17") bond prints, and CD with pdf of the plan set. The final IFC plan submittal shall consist of four full size (22"x 34") bond prints, five 1/2 size (11"x17") bond prints, and CD with pdf of the plan set and electronic CAD base files.

DESIGN CONSULTANT shall provide the following services:

TASK 1-COORDINATION MEETINGS, GENERAL MANAGEMENT AND SITE VISITS

- 1.1 DESIGN CONSULTANT shall participate in the following coordination meetings:
- Progress meeting including minutes with the City of Chandler (6 meetings, 2 people per meeting @ 2 hrs/mtg)
 - Construction coordination meeting with the City's JOC Contractor (1 meetings, 2 people per meeting @ 2 hrs/mtg)
 - Comment resolution meetings with minutes (3 meetings, 2 people per meetings @ 2 hrs/mtg)
- 1.2 DESIGN CONSULTANT shall submit progress reports together with the payment invoices. The report shall be brief and should be no longer than two typed pages. At a minimum, the progress reports shall contain the following:
- a. A description of the work accomplished by task during the payment invoice.
 - b. Percent (%) completed and percent (%) cumulative completed for each task.
 - c. A brief description of the work to be accomplished next.
 - d. A description of any problems encountered.
- 1.3 Project tracking and management
- 1.4 Site Visits (4 site visits, 2 people per meeting @ 3 hrs/mtg)

TASK 2-GEOTECHNICAL

DESIGN CONSULTANT's Geotechnical Subconsultant HOQUE & ASSOCIATES shall prepare all geotechnical analysis and investigations required for the drainage design, and provide expert knowledge to design with respect to restrictions within the landfill. A draft and final geotechnical report shall be provided as part of this contract.

TASK 3-SURVEY/MAPPING

DESIGN CONSULTANT shall contract an aerial photogrammetry firm to acquire imagery of the project area and produce base mapping including planimetric features and a digital terrain model with 1 foot contours at 1"=20' mapping scale. This task includes setting out horizontal and vertical control panels to control the photogrammetry at locations to be chosen by the photogrammetry firm, locating sectional control in the project area and a field survey of random ground locations in the project area for internal aerial mapping quality control checks.

The project datum shall be NAD83 Arizona State Plane Central Zone translated to ground per data shown on the Paseo Vista Recreation Area Drainage Improvement Plans prepared by Dibble Engineering, Project COC PR0605-403, dated 11-7-2013 and City of Chandler Vertical datum (NAVD88).

DESIGN CONSULTANT shall provide field surveying to supplemental the aerial topographic design mapping in areas designated by the CITY. This task includes up to two 8-hour days of supplemental field surveying and office processing of the field work.

TASK 4-60% DESIGN SUBMITTAL

DESIGN CONSULTANT shall prepare the initial 60% design plans and documents. A plan shall be provided that reduces current yearly maintenance costs and incidences of failure that the site is currently experiencing. The plan shall maintain, as much as possible, the existing amenities that existing currently on the site. The plan shall also comply with landfill regulations. Drainage design shall be to City of Chandler policies with supplementation from Flood Control District of Maricopa County methodologies and criteria.

The following plan sheets are anticipated (21 sheets):

- Cover Sheet (1 Sheet)
- Legend, Notes & Quantities (2 Sheet)
- Key Map & Geometric Control (1 Sheet)
- Drainage and Landscaping Plan Sheets (17 Sheets)

DESIGN CONSULTANT shall also prepare an estimate of construction quantities, constructions costs, and contingencies. The construction cost estimate shall include a tabulation of bid items and quantities.

DESIGN CONSULTANT shall prepare a draft drainage report for the site. This report shall document all of the assumptions, methodology, references, and calculations used during the design. Drainage design shall be to City of Chandler policies with supplementation from Flood Control District of Maricopa County methodologies and criteria.

TASK 5-90% DESIGN SUBMITTAL

The following plan sheets are anticipated for the 90% design submittal (29 sheets). Comments from the 60% design submittal shall be incorporated into the 90% design submittal.

- Cover Sheet (1 Sheet)
- Legend, Notes & Quantities (2 Sheet)
- Key Map & Geometric Control (1 Sheet)
- Drainage and Landscape Plan Sheets (17 Sheets)
- Storm Drain Plan & Profile Sheets (1 Sheet)
- Grading and Drainage Details (5 Sheets)
- Landscape Details (2 Sheets)

DESIGN CONSULTANT shall also submit a 90% estimate of construction quantities, constructions costs, and contingencies. The final drainage report shall not be submitted at this submittal.

TASK 6 – 100% DESIGN SUBMITTAL

The 100% design plans shall be signed and sealed. No new plan sheets are anticipated at this submittal and comments from the 90% design submittal shall be incorporated into this final submittal. The 100% design submittal shall include the 100% estimate of construction quantities, constructions costs, and contingencies. A final drainage report shall be submitted at the 100% submittal, which shall address review comments from the City of Chandler as necessary.

TASK 7 – ISSUED FOR CONSTRUCTION (IFC) DESIGN SUBMITTAL

The IFC design plans shall be signed and sealed. No new plan sheets are anticipated at this submittal and comments from the 100% design submittal shall be incorporated into this final submittal. Also included shall be the IFC estimate of construction quantities, constructions costs, and contingencies. A final drainage report shall not be submitted unless major changes occur between the 100% and IFC design submittals.

TASK 8 – PERMIT ASSISTANCE

DESIGN CONSULTANT shall submit the IFC construction documents and final drainage report to the Arizona Department of Environmental Quality (ADEQ) for review and comment. Upon receipt of comments, DESIGN CONSULTANT shall attend one meeting (2 DESIGN CONSULTANT employees up to 4 hours) with ADEQ and the City to discuss comments and final resolution. Once final resolution is agreed upon by all parties, documentation of design changes as a result of the meeting shall be prepared by DESIGN CONSULTANT and submitted to the City for review and approval. Within the documentation DESIGN CONSULTANT shall include an opinion as to whether the design changes requested by ADEQ are within this Scope of Work, or the requested changes are considered additional services. DESIGN CONSULTANT shall not proceed with changes to the IFC construction documents until the meeting documentation is approved by the City.

TASK 9 – BIDDING ASSISTANCE

DESIGN CONSULTANT shall provide bidding assistance to the City upon completion of the IFC package. Bidding assistance shall include:

1. Technical information pertaining to the design and/or construction requirements for the City's use during preparation of the solicitation documents
2. Attendance at the construction pre-bid meeting
3. Response to bidder inquiries technical in nature (non-contractual) from Contractors preparing bids

DESIGN CONSULTANT shall work through or provide support to the City for this task in its entirety. DESIGN CONSULTANT shall not coordinate directly with Contractors unless explicitly directed by the City.

TASK 10 – CONSTRUCTION PHASE SUPPORT

DESIGN CONSULTANT shall provide review of shop drawings and address Requests for Information (RFI's) issued by the Contractor. It is anticipated that approximately ten submittal reviews and 20 RFI reviews shall be required.

Upon completion of construction, DESIGN CONSULTANT shall prepare the final as-built drawings for the project. The IFC design drawings shall be modified by DESIGN CONSULTANT reflective of the red-lined field copy of permit construction plans and field survey information provided by the Contractor. DESIGN CONSULTANT shall submit the completed draft as-built plans on 24"x36" bond for review and approval. Once comments are resolved and as-built plan edits are complete, DESIGN CONSULTANT shall provide one set of full size (24" x 26") mylar print set. A CD of the final as-built plans (in PDF) shall be provided to the City.

This contract does not include additional post design or construction management or field services.

TASK 11 – DRAINAGE & EROSION CONTROL REPAIR & MAINTENANCE MANUAL

DESIGN CONSULTANT shall provide repair and maintenance (R&M) manual for upkeep of drainage and erosion control features included in the construction of this project. The R&M manual shall provide procedural and scheduling requirements for regular maintenance intervals for the construction improvements. Format and specific language requirements of the R&M manual shall be provided by the City. R&M requirements prepared by DESIGN CONSULTANT for upkeep of all improvements shall be provided in up to two R&M manuals, as needed to satisfy City Parks and Regulatory departments.

EXCLUSIONS

- Right-of-Way exhibits
- Environmental clearance
- Traffic control design plans
- Coordination meetings with adjacent property owners
- Archeology monitoring
- Pothole services
- Geotechnical boring services
- Seismic refractions surveys
- Obtaining the necessary title reports and title commitments
- Preparation of contracting documents for use in bidding
- Public outreach meetings
- SWPPP report (BMP's will be shown on plans)

ASSUMPTIONS

- Design plans shall be developed in AutoCADD
- Special provisions boilerplate template shall be provided by the City of Chandler
- All utility locations and maps shall be provided by the City of Chandler
- Plans shall be prepared to the City of Chandler standards. All existing utility locations shall be provided by the City of Chandler and shall be portrayed on the plans and in profile where appropriate.

Additional Services: Tasks which are not specifically identified herein or are specifically identified as additional services are considered Additional Services for purposes of this **AGREEMENT**. **CITY** may request that DESIGN CONSULTANT perform Additional Services. However, **CITY** is not obligated to perform requested Additional Services unless 1) a modification to this **AGREEMENT** has been fully executed setting forth the scope, schedule and fee for such Additional Services; or, 2) NTP in writing from the **CITY** is received stating Additional Services to be completed with a not to exceed amount while modification is being processed.

**EXHIBIT B
FEE SCHEDULE**

<u>Classification</u>	<u>Estimated Hours</u>	<u>Hourly Rate</u>	<u>Labor Costs</u>
Office Executive	12	\$238.00	\$ 2,856.00
Sr. Engineer	55	\$195.00	\$ 10,725.00
Project Engineer	444	\$157.70	\$ 70,018.80
Engineer/Designer	248	\$95.96	\$ 23,798.08
CAD Technician	358	\$68.22	\$ 24,422.76
Survey Manager	16	\$137.25	\$ 2,196.00
Two-Person Survey Team	32	\$156.45	\$ 5,006.40
Administrative	64	\$59.45	\$ 3,804.80
Total Estimated Labor	1,229		\$ 142,827.84
 <u>Other Direct Costs</u>			
Total Mileage			\$ 532.80
Total Reproduction & Shipping			\$ 3,702.50
Total Estimated Other Direct Costs			\$ 4,235.30
 <u>Sub-Consultants</u>			
Hoque & Associates, Inc.			\$ 13,500.00
AeroTech Mapping, Inc.			\$ 6,300.00
Total Estimated Sub-Consultant Costs			\$ 19,800.00
		CONTRACT ALLOWANCE	\$ 17,000.00
TOTAL NOT-TO-EXCEED AMOUNT			\$ 183,125.92

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: PR1504.201		
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: _____

Title: _____

Date (month/day/year): _____



PASEO VISTA RECREATION AREA DRAINAGE PROJECT NO. PR1504.201



MEMO NO. CP15-150

 PROJECT LOCATION

