



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
CP15-273**

1. Agenda Item Number:  
*Rep 79 - 16*  
2. Council Meeting Date:  
June 25, 2015

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** June 2, 2015

**THROUGH: CITY MANAGER**

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

**5. SUBJECT:** Professional Services Contract award to Premier Engineering Corporation, for Frye Road, Roosevelt Avenue to Kyrene Road

**6. RECOMMENDATION:** Staff recommends City Council award a Professional Services Contract to Premier Engineering Corporation, for Design Consultant Services for Frye Road, Roosevelt Avenue to Kyrene Road, Contract No. ST1505.201, in an amount not to exceed \$184,698.

**7. BACKGROUND/DISCUSSION:** This project will improve approximately 1,640-linear feet of Frye Road between Roosevelt Avenue and Kyrene Road providing a new roadway connection that will improve traffic circulation and continuity along Frye Road. This segment of Frye Road will be designed as a residential collector road with one (1) travel lane in each direction, a center left turn lane, and bike lanes. The improvements will include asphalt pavement, concrete curb, gutter and sidewalk, street lights, storm drainage management facilities, water and sewer extensions, and landscaping.

As part of the Kyrene Road & Loop 202 Business Park development at the northwest corner of Frye and Kyrene roads, the developer dedicated the full sixty feet right-of-way for the Frye Road extension on their property. Typically, right of way dedications are split between properties. However, that was not possible in this case as the south half of the Frye Road extension would have been located on **Tempe Union High School District** property where the West Chandler Aquatic Facility is located. The City and developer originally agreed that the developer would construct the north half of Frye Road along their property and the City would construct the south half of Frye Road adjacent to the park site and the remaining roadway and canal crossing over the SRP canal, connecting at Roosevelt Avenue in the business park to the west of this development.

Subsequently, City staff agreed that the developer would construct the full width street improvement from Kyrene Road west to their first driveway and that the City would construct the remaining roadway.

**8. EVALUATION PROCESS:** On December 17, 2014, staff received Statements of Qualifications from seven (7) firms for Design Consultant Services. On January 21, 2015, the Consultant was selected in accordance with state law. Staff reviewed the scope of work, billing rates, and total fee for this project, compared them to historical costs, and determined they are reasonable. Project completion is 210 calendar days following Notice to Proceed.



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**9. FINANCIAL IMPLICATIONS:**

Cost: \$184,698  
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>
411.3310.6517.0.6ST303	GO Bonds	Street Construction – Various Improvements	Yes	\$168,098
601.3820.6714.0.6WA110	Water Bonds	Water Systems Upgrades w/Street Projects	Yes	\$ 8,300
611.3910.6813.0.6WW332	Wastewater Bonds	Wastewater Systems Upgrades w/Street Projects	Yes	\$ 8,300

**10. PROPOSED MOTION:** Move City Council award a Professional Services Contract to Premier Engineering Corporation, for Design Consultant Services for Frye Road, Roosevelt Avenue to Kyrene Road, Contract No. ST1505.201, in an amount not to exceed \$184,698.

**ATTACHMENTS:** Contract, Location Map

**APPROVALS**

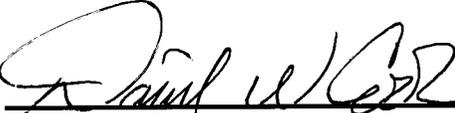
**11. Requesting Department**

  
Bob Fortier, Capital Projects Manager

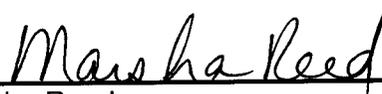
**13. Department Head**

  
R.J. Zeder, Transportation & Development Director

**12. Transportation & Development**

  
Daniel W. Cook, City Engineer

**14. Acting City Manager**

  
Marsha Reed

# FRYE RD ROOSEVELT AVE TO KYRENE RD PROJECT NO. ST1505.201



MEMO NO. CP15-273

PROJECT LOCATION



## PROFESSIONAL SERVICES CONTRACT

Project Name: Frye Road Improvements (Roosevelt Avenue to Kyrene Road)  
Project No. ST1505.201

THIS CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Premier Engineering Corporation, an Arizona corporation, hereinafter referred to as "CONSULTANT".

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

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

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

**1. CONTRACT ADMINISTRATOR:**

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

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

**2. SCOPE OF WORK:**

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

**3. ACCEPTANCE AND DOCUMENTATION:**

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

**4. FEE SCHEDULE:**

For the services described in paragraph 2 of this Contract, CITY shall pay CONSULTANT a fee not to exceed the sum of One Hundred Eighty Four Thousand Six Hundred Ninety Eight dollars (\$184,698) in accordance with the fee schedule attached hereto as Exhibit B and incorporated herein by reference.

**5. TERM:**

Following execution of this Contract by CITY, CONSULTANT shall immediately commence work and shall complete all services described herein within Two Hundred Ten (210) calendar days from the date hereof.

**6. TERMINATION FOR CAUSE:**

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

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

**7. 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 CONSULTANT specifying the termination date. Immediately after receiving such notice, 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.

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 CONSULTANT (S) fee described in this Contract under paragraph 3 and shall be in the amount to be agreed mutually by CONSULTANT and the CITY. The CITY shall make this final payment within sixty (60) days after CONSULTANT has delivered the last of the partially completed items.

**8. 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.

**9. INDEMNIFICATION:**

To the fullest extent permitted by law, but only to the extent caused by the negligence, recklessness or intentional wrong conduct, 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 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 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.

## 10. INSURANCE REQUIREMENTS:

### 1. General.

A. At the same time as execution of this Contract, 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. 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 CONSULTANT from liabilities that might arise out of the performance of the Contract services under this Contract by CONSULTANT, its agents, representatives, employees, subcontractors, sublicensees or subconsultants and 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 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, CONSULTANT shall execute a written Contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of CONSULTANT in this Contract. 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. CONSULTANT shall provide coverage with limits of liability not less than those stated below.

A. Commercial General Liability-Occurrence Form. 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: CONSULTANT must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on CONSULTANT owned, hired, and non-owned vehicles assigned to or used in the performance of 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: CONSULTANT must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of 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 CONSULTANT, or if CONSULTANT engages in any professional services or work adjunct or residual to performing the work under this Contract, CONSULTANT must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the CONSULTANT, or anyone employed by CONSULTANT, or anyone whose acts, mistakes, errors and omissions the 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 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, CONSULTANT including the City's general supervision of the CONSULTANT; Products and Completed operations of CONSULTANT; and automobiles owned, leased, hired, or borrowed by CONSULTANT.

2. 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 CONSULTANT even if those limits of liability are in excess of those required by this Contract.

4. 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 CONSULTANT and must not contribute to it.

5. 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 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 CONSULTANT for the City.

8. 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. 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 CONSULTANT must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.

**11. ENTIRE CONTRACT:**

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives or each party.

**12. CONFLICT OF INTEREST:**

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

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

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

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

13.2 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.

13.3 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.

**14. ARIZONA LAW:**

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

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

Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Consultant hereby warrants to the City that the Consultant and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty (Exhibit 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 Consultant or Subcontractor employee who works on this Contract to ensure that the Consultant or Subcontractor is complying with the Consultant Immigration Warranty. The Consultant agrees to assist the City in the conduct of any such inspections.

The City may, at its sole discretion, conduct random verifications of the employment records of the Consultant and any Subcontractors to ensure compliance with Consultants Immigration Warranty. The Consultant agrees to assist the City in performing any such random verifications.

The provisions of this Article must be included in any contract the Consultant enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Consultant or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

**16. NOTICES:**

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

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this \_\_\_\_\_ day of \_\_\_\_\_, 2015.  
CITY OF CHANDLER

\_\_\_\_\_  
MAYOR Date

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

APPROVE AS TO FORM

\_\_\_\_\_  
City Attorney by: *[Signature]*

ATTEST:

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

CONSULTANT  
By: *[Signature]*  
Title: President

ADDRESS FOR NOTICE  
6437 W. CHANDLER BLVD.,  
STE. # 1  
CHANDLER, AZ - 85226  
Phone: (480) 829-6000

ATTEST: If Corporation  
*[Signature]*  
for Secretary

SEAL

## EXHIBIT A SCOPE OF WORK

CONSULTANT shall provide the following tasks related to Frye Road Improvements (Roosevelt Avenue to Kyrene Road):

### **Project Management & Administration**

Project Administration: CONSULTANT shall coordinate with the affected City Departments, sub-consultants and other stakeholders as required to administer the project. CONSULTANT shall also prepare a project execution plan, setup the budget in our accounting system, and prepare monthly invoices and progress reports for submittal to the City PM.

Schedule: CONSULTANT shall prepare a detailed schedule in MS Project of all project design activities including both internal and external milestones. The project schedule will be updated as required throughout the duration of the project design phase.

Stakeholder Coordination: CONSULTANT shall coordinate with all applicable City Departments, adjacent property owners, Maricopa County Environmental Services Department (MCESD) and other project stakeholders as required to retrieve and share project information throughout the project design phase.

Utility Coordination: CONSULTANT shall coordinate with all of the impacted utility companies for any required relocations including coordinating with SRP for the Gila Drain crossing and underground power line conversion. Two (2) utility coordination meetings, to be held at the City, are budgeted for this task. CONSULTANT will also submit copies of the plans to all appropriate utility companies for a "no conflict" review at each design submittal. The City will be provided with copies of the utility company's response(s).

Project Meetings: CONSULTANT's Project Manager and Lead Design Engineers shall attend the following meetings. CONSULTANT will coordinate with the City PM and administer each meeting including preparing the list of invitees, coordinating the meeting time and date, inviting all stakeholders, preparing agenda items, conducting the meeting, and preparing and distributing meeting minutes.

1. Kick-Off Meeting – One (1)
2. Comment Resolution Meetings - CONSULTANT shall schedule and administer the comment resolution meetings (2 total) following the 60% and Pre-Final Design Submittal review periods to be held at City offices. CONSULTANT shall provide written responses to all review comments and incorporate all resolved comments into the following Design Submittal documents.

Public Involvement: CONSULTANT shall assist the City in administering a public meeting including preparing presentation materials (PowerPoint presentation, exhibits boards, roll plots). CONSULTANT's Project Manager and Project Principal shall attend the public meeting and participate in the presentation (as needed) and assist with answering any technical questions.

### **Data Collection, Survey, & Conceptual Design Services**

Pre-Design Site Visit: The CONSULTANT shall perform a pre-design visit to the project site.

Data Collection: CONSULTANT shall collect available engineering reports, adjacent development design plans, as-built information, and other relevant data available for the project location and its surroundings from the City and other appropriate design consultants/agencies.

Survey Calculations: CONSULTANT will research recorded right-of-ways and parcel boundaries within the project area as well as acceptable City of Chandler survey control.

Horizontal/Vertical Control: CONSULTANT will survey between the base survey control and tie to existing parcel boundary and right-of-way monuments.

Topographic Survey: CONSULTANT will perform a topographic survey of the project corridor as shown on the attached Limits of Survey Exhibit. The Survey will locate ground surface topography, existing utilities and accessible depths, edges of pavement and concrete, walls, fences, trees, swales, basins, ditches, buildings, available Blue Stake markings and other physical features.

Base CAD Maps: CONSULTANT will prepare a 1" = 20' AutoCAD topographic base drawing for use in engineering design. The drawing will depict all existing surface features within the limits including: spot elevations, 1-foot interval contours, flow channels, fences and walls, visible utility structures, edges of pavement and concrete, and buildings. Underground utilities will be mapped using the locations of surveyed surface structures, available Blue Stake markings, and utility as-built maps and plans. The drawing will also depict controlling section and centerline monuments as well as right-of-way and neighboring lateral boundary lines.

Conceptual Roadway Layout: Utilizing AutoCAD, Premier shall prepare the conceptual horizontal and vertical design for the proposed roadway improvements. The conceptual roadway layout will be plotted in roll plot format and submitted to the City as a PDF file for review.

QA/QC: CONSULTANT shall perform quality assurance/quality control checks on the technical work performed in completion of this project.

### **Final Engineering Design Services**

The construction documents listed below shall be prepared for each design submittal (60%, Pre-Final, and Final). Construction plans will be prepared using 1" = 20' horizontal (plan view) and 1" = 2' vertical (profile) scales, as applicable. See attached estimated sheet index.

Meetings: Internal technical meetings will be held as needed to coordinate amongst design disciplines and administer the project. A total of three (3) meetings have been budgeted for this task.

Roadway Paving Plans: CONSULTANT will prepare roadway paving plans. These plans will include all applicable cover sheets, legend & note sheets, key map, summary sheets, geometric control sheets, plan and profile sheets, typical sections, and paving details.

Storm Drain Plans: CONSULTANT will prepare on-site storm drain plans. These plans shall include all applicable pipe summary sheets, connector pipe profiles, grading and drainage plans, pipe culvert design (Gila Drain crossing), erosion protection, and corresponding drainage details.

Water & Sewer Plans: CONSULTANT shall prepare Water & Sewer Plans for the proposed water and sewer line improvements in Frye Road in accordance with City design standards.

Erosion & Sediment Control Plans: CONSULTANT will prepare Erosion and Sediment Control plans in accordance with the Arizona Pollutant Discharge Elimination System (AZPDES) storm water De Minimis General Permit program to cover the discharge of water associated with the wastewater rehabilitation improvements.

MCESD Submittal: CONSULTANT shall prepare and submit the Approval To Construct (ATC) application package to the MCESD for approval.

Water & Sewer Design Reports: CONSULTANT will prepare Water & Sewer Design Reports for this project in accordance with MCESD requirements.

Drainage Report: CONSULTANT shall prepare an Initial and a Final Drainage Report to document all assumptions, methodologies, and recommendations associated with the on-site drainage affecting this project. The report will include a hydrologic and hydraulic analysis of the proposed storm drainage network (if needed), sub-area drainage maps, and erosion protection design. The initial report will be included in the 60% submittal package to the City for review and comments.

Geotechnical Analysis: Necessary analysis will be completed with the site subsurface information to determine the design and construction parameters.

Geotechnical Report: CONSULTANT shall complete all of the required site subsurface analysis to determine the design and construction parameters, as needed, for the pavement section, pipe culvert (Gila Drain crossing), and street light foundations. CONSULTANT shall prepare an Initial and a Final Geotechnical Report summarizing the analysis and recommendations. The initial report will be included in the 60% submittal package to the City for review and comments.

Special Provisions: CONSULTANT shall prepare the technical special provisions required for this project. The special provisions will be prepared in Word document format and will be based on the latest "Boilerplate Specifications and Project Specifications" provided by the City and any special project requirements.

Construction Cost Estimate and Bid Schedule: CONSULTANT shall tabulate the estimated construction quantities and bid schedule for this project per City standard format. CONSULTANT shall also prepare a combined engineer's estimate of probably construction cost with itemized unit prices, quantities, and total cost.

QA/QC: CONSULTANT shall perform quality assurance/quality control checks on the technical work performed in completion of this project.

Response to Review Comments: CONSULTANT shall review comments received from all reviewing agencies after each design submittal, coordinate with the sub-consultants to address each comment, and prepare a formal response. CONSULTANT will also attend a comment resolution meeting with the City to discuss and resolve the review comments.

Landscape & Irrigation Design: CONSULTANT's sub-consultant, EPG, will prepare the landscape and irrigation construction documents. See attached cost proposal for a detailed description of these services.

Street Light Plans: CONSULTANT's sub-consultant, Lee Engineering, will prepare the Street Light Plans. See attached cost proposal for a detailed description of these services.

Signing & Marking Plans: CONSULTANT's sub-consultant, Lee Engineering, will prepare the Street Light Plans. See attached cost proposal for a detailed description of these services.

### **Reimbursables**

An estimated cost for direct expenses is included for mileage, printing, delivery costs, MCESD Review Fees, and Geotechnical drilling and laboratory costs. The sub-consultant's reimbursables are separate and included as part of their attached cost proposals. Direct Expenses shall be invoiced at-cost.

### **Bidding Assistance**

Pre-Bid Meeting: CONSULTANT's Project Manager shall attend the Pre-Bid Meeting.

**Bid Assistance:** CONSULTANT shall respond to any questions from prospective construction contract bidders and assist the City with the preparation of one (1) required addendum to be issued by the City during the bidding phase of the project.

### **Allowances**

#### **Allowance #1 – Utility Testhole Collection**

An allowance is provided to collect utility testhole data to help identify any potential utility conflicts and relocations. A total of twenty (20) testholes have been budgeted for this project.

#### **Allowance #2 - Legal Descriptions**

CONSULTANT shall prepare metes & bounds legal descriptions and exhibits for any required easements (TCEs, sidewalk, drainage, etc.). A total of six (6) legal descriptions have been budgeted for this allowance.

#### **Allowance #3 - Unforeseen Conditions**

An allowance is included for additional engineering and coordination that may be required due to unforeseen project conditions or other items as directed by the City. This allowance will only be used upon receipt of authorization by the City.

### **Deliverables/Submittals**

Design submittals will be made to the City's Project Manager for review and distribution to other City departments as needed. The following deliverables will be provided for each design submittal.

#### **❖ Conceptual Design Submittal**

- City
- Conceptual Roadway Grade & Alignment – 1 PDF plan and profile roll plot

#### **❖ 60% and Pre-Final Design Submittals**

- City
  - Plans – 4 full size (22" x 34") & 4 half size (11" x 17") sets on white bond paper
  - Technical Special Provisions – 4 bound copies
  - Engineer's Cost Estimate & Bid Tab – 4 bound copies
  - Engineering Reports
    - Drainage Report - 1 bound, sealed copy
    - Geotechnical Report - 1 bound, sealed copy
    - Water Design Report - 1 bound, sealed copy
    - Sewer Design Report - 1 bound, sealed copy
  - Electronic Files - 1 CD (PDFs plus all working files)
- MCESD
  - Water & Sewer Plans - 2 full size (22" x 34") sets
  - Technical Special Provisions – 1 bound, sealed copy
  - Water Design Report - 1 bound, sealed copy
  - Sewer Design Report - 1 bound, sealed copy
- Utility Companies
  - Plans (11" x 17") - 1 half size set per utility company (5 budgeted)
  - Electronic Files - 1 CD (PDFs plus working files, as needed)

❖ **Final Construction Documents**

- City
  - Plans – 4 full size (22" x 34") & 4 half size (11" x 17") sets on white bond paper
  - Plans (22" x 34") – Mylar ( 1 set, loose) - Upon approval from the City
  - Technical Special Provisions – 1 bound, sealed copy
  - Engineer's Cost Estimate & Bid Tab– 1 bound, sealed copy
  - Electronic files (PDF, Word, Excel, & AutoCAD files) of final design documents on CD
- SRP
  - Plans (22" x 34") - 1 bound, sealed bond copy

**Exclusions**

The following items are specifically excluded for this scope of work:

- Traffic Control Plans and Specifications
- Traffic Signal Warrant Study
- Post-Design/Construction Management Services
- SWPPP/NOI
- Corps 404 Permit
- Surveying beyond the project limits
- Underground utility locating using ground penetrating technologies and potholing
- Right-of-Way Maps

**EXHIBIT B  
FEE SCHEDULE**

<b>Direct Labor</b>				
<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>	<u>Totals</u>
Project Principal	9	\$74.45	\$670.05	
Project Manager	120	\$51.12	\$6,134.40	
Senior Engineer	167	\$51.12	\$8,537.04	
Project/Professional Engineer	185	\$47.17	\$8,726.45	
Senior Geotechnical Engineer	42	\$44.55	\$1,871.10	
Geotechnical Field Engineer	20	\$37.42	\$748.40	
Survey Project Manager	3	\$43.73	\$131.19	
Survey Party Chief	25	\$31.02	\$775.50	
CADD Designer	258	\$29.50	\$7,611.00	
<u>Administrative / Clerical</u>	<u>8</u>	<u>\$25.00</u>	<u>\$200.00</u>	
Total Estimated Direct Labor	837			\$35,405.00
Overhead				\$63,386.00
		<b>Subtotal Direct Labor and Overhead</b>		<b>\$98,791.00</b>
<b>Direct Expenses</b>				
Mileage (Personal Vehicle)		<i>(see detail)</i>	\$62.00	
Printing & Plotting / Display Boards		<i>(see detail)</i>	\$344.50	
Report Copies		<i>(see detail)</i>	\$54.50	
Postage & Delivery		<i>(see detail)</i>	\$95.00	
Other Expenses (See Detail)		<i>(see detail)</i>	\$3,200.00	
		<b>Total Estimated Direct Expenses</b>		<b>\$3,756.00</b>
<b>Subconsultants</b>				
EPG			\$21,120.00	
Lee Engineering			\$13,527.00	
		<b>Subtotal Subconsultant Services</b>		<b>\$34,647.00</b>
		<b>Subtotal Cost w/o Fee</b>		<b>\$137,194.00</b>
		<b>Fixed Fee (10%)</b>		<b>\$9,879.00</b>
		<b>Subtotal Cost Not To Exceed</b>		<b>\$147,073.00</b>
<b>Allowances</b>				
Utility Potholing				\$14,625.00
Legal Descriptions and Exhibits				\$3,000.00
Owners Allowance Unforeseen Conditions				\$20,000.00
		<b>Subtotal Allowances Not to Exceed</b>		<b>\$37,625.00</b>
		<b>Total Project Design Cost Not To Exceed</b>		<b>\$184,698.00</b>

Mileage (Personal Vehicle)					
Item	Trips	Miles/1 way	Total	Rate	Cost
Meetings (Kick-Off/Comment Res./Public)	4	5	40	\$0.485	\$19.40
MCESD Submittal	2	17	68	\$0.485	\$32.98
Utility Coordination Meetings	2	5	20	\$0.485	\$9.70
			0	\$0.485	\$0.00
<b>Total Mileage (Personal Vehicle)</b>					<b>\$62.00</b>
Printing & Plotting / Display Boards					
Printing & Plotting/Display Boards	Iterations	# Sheets	Total #	Rate	Cost
Half Size Plan Sets	21	32	672	\$0.16	\$107.52
Full Size Plan Sets	15	32	480	\$0.40	\$192.00
Mylar Cover Sheet (Final)	1	1	1	\$9.00	\$9.00
Public Meeting Exhibits	1	3	3	\$12.00	\$36.00
<b>Total Printing &amp; Plotting / Display Boards</b>					<b>\$344.50</b>
Report Copies					
	# Sheets	# Copies	Total #	Rate	Cost
Specifications	10	10	100	\$0.15	\$15.00
Cost Estimate & Bid Tab	5	10	50	\$0.15	\$7.50
Drainage Report	25	2	50	\$0.20	\$10.00
Geotechnical Report	25	2	50	\$0.20	\$10.00
Water Design Report	10	3	30	\$0.20	\$6.00
Sewer Design Report	10	3	30	\$0.20	\$6.00
<b>Total Report Copies</b>					<b>\$54.50</b>
Postage & Delivery					
Postage & Delivery	Iterations	Deliveries	Rate	Cost	
Design Submittals		3	1	\$15.00	\$45.00
Utility Conflict Review Submittals		2	10	\$2.50	\$50.00
<b>Total Postage &amp; Delivery</b>					<b>\$95.00</b>
Other Expenses					
MCESD Review Fees					\$1,100.00
Geotechnical Drilling & Laboratory Testing					\$2,100.00
<b>Total Other Expenses</b>					<b>\$3,200.00</b>
<b>Total:</b>					<b>\$3,756.00</b>

**EXHIBIT C**

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

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the Consultant and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

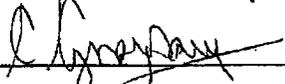
By completing and signing this form the Consultant shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

<b>Project Number/Division:</b> ST1505.201
<b>Company Name (as listed in the contract):</b> PREMIER ENGINEERING CORPORATION
<b>Street Name and Number:</b> 6437 W. CHANDLER BLVD, STE. #1
<b>City:</b> CHANDLER <b>State:</b> AZ <b>Zip Code:</b> 85226

I hereby attest that:

1. The Consultant complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees; and
3. The Consultant has identified all Consultant and subcontractor employees who perform work under the contract and has verified compliance with Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

**Signature of Consultant (Employer) or Authorized Designee:**

  
\_\_\_\_\_

**Printed Name:** C-GNANASAMBANTHAN

**Title:** PRESIDENT

**Date (month/day/year):** 6/9/15