



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
CP16-134**

**1. Agenda Item Number:**  
**20**

**2. Council Meeting Date:**  
February 25, 2016

**TO: MAYOR & COUNCIL**

**THROUGH: CITY MANAGER**

**3. Date Prepared:** February 9, 2016

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

**5. SUBJECT:** Professional services contract award to Ritoch-Powell & Associates Consulting Engineers, Inc., for Ocotillo Road Improvements (Cooper Road to Gilbert Road)

**6. RECOMMENDATION:** Staff recommends City Council award a Professional Services Contract to Ritoch-Powell & Associates Consulting Engineers, Inc., for design consultant services for Ocotillo Road Improvements (Cooper Road to Gilbert Road), Contract No. ST1602.201, in an amount not to exceed \$424,665.

**7. BACKGROUND/DISCUSSION:** This project will improve approximately 5,200 lineal feet of Ocotillo Road between Cooper Road and Gilbert Road. Portions of the road improvements have already been completed by developers and other road improvement projects. This project will complete the improvements to four (4) thru lanes with bike lanes, sidewalks, curbs and gutters, street lighting, traffic signals, storm drainage, landscaping, utility relocation and wet utilities. The scope of work also includes the evaluation of existing Americans with Disabilities Act compliance within the project limits. The project will be designed to Federal Highway Administration (FHWA) and Arizona Department of Transportation (ADOT) standards to facilitate future use of federal funds on the project.

**8. EVALUATION PROCESS:** A Request for Qualifications was issued on September 1, 2015. On October 5, 2015, staff received Statements of Qualifications from five (5) firms for Ocotillo Road Improvements (Cooper Road to Gilbert Road). On October 27, 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 411 calendar days following Notice to Proceed.

**9. FINANCIAL IMPLICATIONS:**

Cost: \$424,665

**Fund Source:**

<u>Account No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
415.3310.6517.6ST641	Impact Fee	Ocotillo Rd (Cooper Rd to 148 <sup>th</sup> St)	Yes	\$ 373,700
411.3310.6517.6ST641	GO Bonds	Ocotillo Rd (Cooper Rd to 148 <sup>th</sup> St)	Yes	\$ 50,965

**10. PROPOSED MOTION:** Move City Council award a Professional Services Contract to Ritoch-Powell & Associates Consulting Engineers, Inc., for design consultant services for Ocotillo Road Improvements (Cooper Road to Gilbert Road), Contract No. ST1602.201, in an amount not to exceed \$424,665.

**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

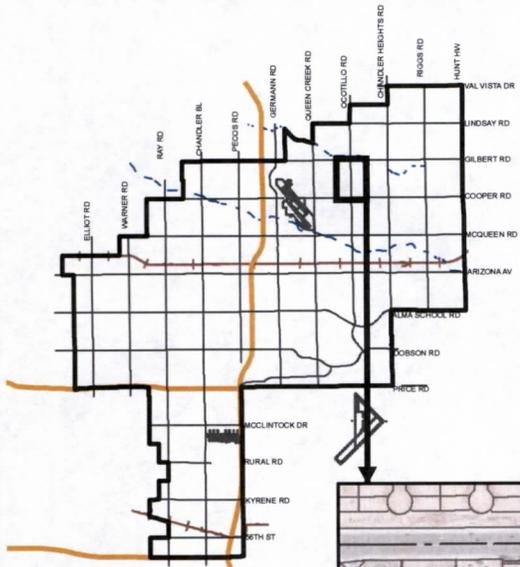
**14. Acting City Manager**



Marsha Reed



# OCOTILLO RD IMPROVEMENTS COOPER RD TO GILBERT RD PROJECT NO. ST1602.201



MEMO NO. CP16-134

 PROJECT LOCATION



## DESIGN CONSULTANT SERVICES CONTRACT

PROJECT TITLE: **Ocotillo Road Improvements (Cooper Road to Gilbert Road)**  
PROJECT NO: **ST1602.201**

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

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

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

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

**1. DESCRIPTION OF PROJECT:**

This project is Ocotillo Road Improvements (Cooper Road to Gilbert Road), Project Number ST1602.201.

**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 **Four Hundred Twenty Four Thousand Six Hundred Sixty Five** dollars (\$424,665). 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 **Four Hundred Eleven (411)** 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](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 engineering drawings and specifications shall be accomplished by DESIGN CONSULTANT. The cost of the design necessary to correct those errors attributable to DESIGN CONSULTANT shall be provided by the Design Consultant at no cost to the City, 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, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of such Design Consultant. 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 CONSULTING 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 \_\_\_\_\_, 2016.

CITY OF CHANDLER

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

DESIGN CONSULTANT:

*[Signature]*  
By: FRANK E. HENDERSON III  
Title: EXECUTIVE VICE PRESIDENT

ADDRESS FOR NOTICE  
City of Chandler  
P.O. Box 4008, Mail Stop 407

Chandler, AZ 85244-4008  
480-782-3307

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

ADDRESS FOR NOTICE  
Mr. Karl Obergh  
Ritoch-Powell & Associates Consulting  
Engineers, Inc.  
5727 N. 7th St., Ste. 120  
Phoenix, AZ 85014

ATTEST: If Corporation  
*[Signature]*  
Secretary

APPROVED AS TO FORM:

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

## EXHIBIT A SCOPE OF WORK

### PROJECT DESCRIPTION

DESIGN CONSULTANT shall provide the services set forth in this Scope of Work which include design services for: Ocotillo Road improvements from Cooper Road to Gilbert Road:

- Widening Ocotillo Road to four (4) thru lanes with a median, curb, gutter, and sidewalk between Redwood Drive and Norman Way. The road will be designed per the Transportation Master Plan 2010 as the first stage of a Major Arterial (4 lanes with 130' ROW with a 14' median).
- Replacing curb ramp and sidewalk to be Americans with Disabilities Act (ADA) compliant
- Storm water pavement drainage conveyance and retention
- Traffic signal interconnect and street light improvements
- Private utility coordination and relocation
- New and/or restored landscaping and irrigation
- New and/or rehabilitated public water, sanitary sewer, reclaimed systems
- Right-of-way (ROW) and/or easement legal descriptions and acquisition assistance
- Project will be designed to FHWA and ADOT standards to facilitate federal funding for construction.

### CITY DESIGN STANDARDS

DESIGN CONSULTANT shall perform Project Tasks outlined below and all work shall conform to the latest edition and amendments of the following, unless specifically noted otherwise:

- City of Chandler Standard Details and Specifications
- City of Chandler Technical Design Manual #1 & 2: Water & Wastewater System Design
- City of Chandler Technical Design Manual #3: Storm Drainage System Design
- City of Chandler Technical Design Manual #4: Street Design and Access Control
- City of Chandler Technical Design Manual #5: Traffic Signal Design
- City of Chandler Technical Design Manual #6: Street Light Design
- City of Chandler Technical Design Manual #7: Traffic Barricade Design
- City of Chandler Technical Design Manual #8: Landscape and Irrigation Design of Right Of Ways, Retention Basins and Parks
- Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction
- City of Chandler Supplements to MAG
- Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD)
- AASHTO Policy on Geometric Design of Highways and Streets
- The Code of the City of Chandler
- Arizona Department of Transportation Utility and Railroad Engineering Section Utility Coordination Guide For Design Consultants (UCGDC)
- Arizona Utility Coordinating Committee (AUCC) Public Improvement Project Guide (PIPG)
- City of Chandler Unified Development Manual
- City of Chandler General Plan
- City of Chandler Transportation Master Plan
- 2011 National Electrical Code
- Americans with Disabilities Act (ADA) requirements
- Proposed Right Of Way Accessibility Guidelines (PROWAG) or ROWAG (if finalized during project duration)

### PROJECT TASKS

#### 1. DATA COLLECTION

##### a. Task 1.1: Collect and Review Existing Records

- i. CITY shall provide at no cost to DESIGN CONSULTANT the following, but not necessarily limited to, existing information as available: as-built drawings, related design studies and reports, geotechnical investigations, traffic data and projections, maintenance records, and drawings of developments planned within the project area.
- ii. DESIGN CONSULTANT shall keep a log and copy of all information collected through the duration of the project, including photos, as-builts, reports, and other documents provided from CITY, stakeholders, utility companies, external agencies, and developers.

## **2. PUBLIC UTILITY COORDINATION**

### **a. Task 2.1 Utility Coordination**

- i. DESIGN CONSULTANT shall perform utility coordination in conformance with City Design Standards and the City's Certificated Acceptance plan for the Arizona Department of Transportation (ADOT).
  1. DESIGN CONSULTANT shall coordinate with each utility company to determine if the utilities have any need to upgrade their facilities before or during the project's construction.
  2. DESIGN CONSULTANT shall work with the CITY to coordinate the early determination of facilities that may be abandoned or deactivated.
  3. DESIGN CONSULTANT shall send Utility Conflict Review letters to each utility company notifying them of the project and defining the project scope and timeline along with Project Plans at each submittal (15%, 30%, 60%, 95% and Final) for their review along with a request for written response from each company to determine the disposition of their utility as it relates to the planned roadway improvements.
  4. For each submittal to the utility companies, DESIGN CONSULTANT shall provide the CITY each with a written record of receipt.
- ii. DESIGN CONSULTANT shall work with the CITY to facilitate utility coordination meetings following each submittal (30%, 60%, 95%, Final). This task includes up to six (6) general utility coordination meetings. DESIGN CONSULTANT anticipates a maximum of two personnel attending the utility coordination meetings.
- iii. DESIGN CONSULTANT shall work with the CITY to facilitate utility land coordination meetings. This task includes up to two (2) utility land coordination meetings. DESIGN CONSULTANT anticipates a maximum of two personnel attending the utility land coordination meetings.

### **b. Task 2.2: Utility Locating and Verification**

- i. DESIGN CONSULTANT shall be responsible for field verifying the horizontal locations of all utilities within the project limits prior to the Preliminary (15%) design submittal.
- ii. DESIGN CONSULTANT shall prepare base maps detailing all existing utility data and transmitting to the utility companies for verification and comment concerning the utility locations. DESIGN CONSULTANT shall incorporate the utility company comments into the base maps.
- iii. DESIGN CONSULTANT shall verify the elevation of any utilities, using potholing, which are identified as being in potential conflict with CITY's Improvements.
  1. During the 30% design phase, DESIGN CONSULTANT shall develop a suggested pothole list that identifies stationing and offset. DESIGN CONSULTANT shall provide the list to utility companies affected by the project, and facilitate coordination of a master pothole list.
  2. Prior to completion of the 60% plans, DESIGN CONSULTANT shall provide twenty-five (25) vacuum excavation potholes (testholes) on existing subsurface utilities at locations identified on the master pothole list. Pertinent pothole data shall be presented in spreadsheet format on a standard "Testhole Data Summary" form that includes the utility found, depth, horizontal and vertical location, size and material composition, and top and bottom elevation of the utility line exposed. Potholes shall be patched back with hot mix and backfilled with half sack slurry per MAG Detail 212.

3. DESIGN CONSULTANT shall be responsible for field survey to initially stake the pothole location in white paint or white flagging for Blue Stake notification and as a reference point for the surveyed location of each pothole. DESIGN CONSULTANT shall identify the pothole number, northing, easting and elevation of the staked location. DESIGN CONSULTANT shall measure and record adjustments from the surveyed location to the steel reference pin set above the centerline of each exposed utility.

4. Vacuum excavation potholing shall include mobilization, set-up, traffic control pavement cut and removal (if any), pavement patch as specified in Streetcut Permit (if any), excavation, backfill and compaction, all information requested, and clean up. DESIGN CONSULTANT shall apply for and obtain permits for potholing.

5. For identified water and sewer lines, while the pothole is excavated, representatives from the CITY and DESIGN CONSULTANT shall perform visual inspection of the condition of the lines. Upon inspection, DESIGN CONSULTANT shall provide evaluation of existing condition of lines. If evaluation determines that the existing conditions is of concern, then DESIGN CONSULTANT shall coordinate with City and provide recommendations for additional rehabilitation or replacement beyond that already included within this project.

- iv. DESIGN CONSULTANT shall conduct Subsurface Utility Engineering (SUE) per American Society of Civil Engineering (ASCE) publication CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" at a "Quality Level C" for public water, sewer, reclaimed water and overhead utilities.
- v. DESIGN CONSULTANT shall conduct Subsurface Utility Engineering (SUE) per ASCE publication CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" at a "Quality Level A" for locatable existing underground utilities including private water, private sewer, private reclaimed water, gas, cable TV, telephone, fiber, and power.

**c. Task 2.3: Utility Strip Map**

- i. DESIGN CONSULTANT include all existing and proposed utilities, and existing and proposed easements for each utility, to include parcel numbers and addresses with utility base map (Task 2.2). Separate utility strip map will not be prepared or submitted to City. The map shall be updated and provided at the 60% and 95% submittals.

**d. Task 2.4: Utility Relocation Design Coordination**

- i. DESIGN CONSULTANT shall coordinate with the utilities to facilitate the design to relocate their facilities. DESIGN CONSULTANT shall request a letter from each utility impacted by the planned roadway improvement identifying a time line for relocating their facilities.
- ii. DESIGN CONSULTANT shall specifically identify utility conflicts, with input from utility companies and CITY, which might affect alignment or grade and recommend alignment alternatives.
- iii. Prior to 30% plan submittal, DESIGN CONSULTANT shall develop preliminary alignments of any utilities requiring relocation for which the CITY has requested an alignment design. DESIGN CONSULTANT shall submit preliminary locations to each utility for review with a request for written response from each utility. DESIGN CONSULTANT shall coordinate with CITY to make joint trenching recommendations for underground utilities, and submit those recommendations to the CITY for approval.
- iv. DESIGN CONSULTANT shall identify utility easements and provide legal descriptions to the CITY, per Task 7.2, to facilitate land acquisition during the design phase.
- v. DESIGN CONSULTANT shall review all utility relocation plans for constructability within the project limits. This task includes up to two (2) reviews of private utility relocation plans per utility.
- vi. Prior to submittal of Final (100%) construction documents, DESIGN CONSULTANT shall be responsible for ensuring all utility relocations have been designed and coordinated with proposed CITY and private installations, and that such relocations shall not impact the proposed construction schedule of the CITY's project.

**e. Task 2.5: Utility Clearance Letter and Service Request Letters**

- i. DESIGN CONSULTANT shall prepare a utility clearance letter, providing a review of proposed utility plans, including conflict evaluation, and general considerations.
- ii. DESIGN CONSULTANT shall provide load calculations for new services to the utilities and prepare service request letter.

**3. PROGRESS MEETINGS**

**a. Task 3.1: Monthly Progress Meetings**

- i. This task includes up to nine (9) general progress meetings and one (1) aesthetics review meeting. DESIGN CONSULTANT anticipates a maximum of two (2) personnel attending the Progress Meetings.
- ii. DESIGN CONSULTANT shall prepare and distribute meeting minutes for each Progress Meeting, including Action Items to be reviewed and updated at each Progress Meeting.

**b. Task 3.2: Comment Resolution Meetings**

- i. Meeting shall be held no later than one week after redlines are returned to DESIGN CONSULTANT at each plan submittal. Comments Resolution Meetings are for both internal and external agency reviews.

**4. PUBLIC AND STAKEHOLDER MEETINGS**

**a. Task 4.1: Public Meetings**

- i. DESIGN CONSULTANT shall prepare for and participate in two (2) Public Information Meetings. DESIGN CONSULTANT shall prepare display boards that feature the horizontal alignment and depict both existing and proposed right-of-way from the most recent plan submittal, and also a display board depicting the proposed roadway section. DESIGN CONSULTANT anticipates a maximum of two (2) personnel attending the public meetings.
- ii. DESIGN CONSULTANT shall be responsible for the following:
  - 1. Assist CITY in preparing information for mailers/flyers
  - 2. Develop and setup display boards
  - 3. Prepare a meeting sign-in sheet
  - 4. Prepare project facts sheet/agenda handout for meeting
  - 5. Give a brief presentation and answer questions as needed
  - 6. Prepare and make available a public comment sheet at each meeting
  - 7. Provide beverages for each public meeting
- iii. CITY shall be responsible for the following:
  - 1. Secure a location and time for each public meeting
  - 2. Prepare and distribute mailers/flyers to those residents within and adjacent to the project corridor, if required
  - 3. Prepare newspaper notice of meeting, if required

**b. Task 4.2: Stakeholder Meetings**

- i. DESIGN CONSULTANT shall prepare for and participate in up to three (3) Stakeholder Meetings for the duration of the project. DESIGN CONSULTANT shall prepare display boards that feature the horizontal alignment and depict both existing and proposed right-of-way, and a display board depicting the proposed typical roadway section. DESIGN CONSULTANT anticipates a maximum of three personnel attending the Stakeholder Meetings.
- ii. DESIGN CONSULTANT shall be responsible for the following:
  - 1. Develop and setup display boards
  - 2. Prepare a meeting sign-in sheet
  - 3. Give a brief presentation and answer questions as needed
  - 4. Prepare and distribute meeting minutes, including Action Items to be reviewed and updated at each Stakeholder Meeting

- iii. CITY shall be responsible for the following:
  1. Secure a location and time for each public meeting
  2. Send invitations to stakeholders

**5. PROJECT MANAGEMENT**

**a. Task 5.1: Project Monitoring**

- i. Prepare regular monthly progress reports
- ii. Perform regular budget monitoring
  1. Pay applications will be submitted monthly. Invoices will be broken down to the same level of detail as the attached fee schedule.
- iii. Perform regular schedule monitoring
  1. DESIGN CONSULTANT shall adhere to the production schedule established for the project and such schedule may not be modified or deviated from without written consent by the CITY.
  2. The following is the project schedule that the DESIGN CONSULTANT shall manage and maintain. DESIGN CONSULTANT shall revise and submit for review an updated schedule whenever completion of the project design, or any of the partial completion points listed in the schedule are delayed by one week or more. Such adjusted schedule shall include a written explanation stating the reasons for the schedule change and a plan for getting back on schedule. DESIGN CONSULTANT shall take all reasonable action necessary to get the project back on schedule and CITY shall cooperate to assist DESIGN CONSULTANT.

Notice To Proceed (NTP)	0
Data Collection/Survey	NTP + 3 Weeks
Submit ADOT Scoping Document (15% Plans)	NTP + 10 Weeks
Start EA	NTP + 10 weeks
Submit 30% Plans, Specifications, and Estimate	NTP + 12 Weeks
Public Meeting #1	NTP + 18 Weeks
Submit ROW Acquisition Documents	NTP + 23 Weeks
Submit 60% Plans, Specifications, and Estimate	NTP + 24 Weeks
Submit 95% Plans, Specifications, and Estimate	NTP + 32 Weeks
Submit 100% Plans, Specifications, and Estimate	NTP + 40 Weeks
Submit Final Plans, Specifications, and Estimate	NTP + 46 Weeks

**b. Task 5.2: Design Quality Control Plan**

- i. DESIGN CONSULTANT shall institute and comply with the Design Quality Control Plan established for the project.

**c. Task 5.3: Manage Sub-Consultants**

- i. DESIGN CONSULTANT shall monitor all sub-consultants schedule and work products and ensure that all activities are coordinated.

**6. DESIGN SURVEY**

**a. Task 6.1: Ground Survey**

- i. DESIGN CONSULTANT shall perform ground survey to establish horizontal and vertical control throughout the project limits based on the datum specified by the CITY. Survey control for the project shall be in accordance with CITY requirements. The horizontal survey data used for the project shall be presented in State Plane Coordinates, North American Datum of 1983 (NAD 83) 1992 epoch, and Arizona Central Zone, International Foot. Vertical datum shall be referenced to the North American Vertical Datum of 1988 (NAVD 88), International Foot, and in particular those NAVD 88 elevations assigned to benchmarks shown on published City of Chandler Benchmarks – Vertical Control map and list. Existing roadway centerline shall be established using existing street monumentation along with recorded

surveys, plats and deeds available from the Maricopa County Recorder's Office and/or the McDOT plat index.

**b. Task 6.2: Topographic Survey**

- i. DESIGN CONSULTANT shall perform a full topographic survey of all existing features including but not limited to curb and gutter, striping, median curb, catch basins, scuppers, water meter boxes, water and gas valves, manholes, utility poles and guy wires, traffic signal poles, utility boxes, fences, trees, mailboxes, public and private irrigation. DESIGN CONSULTANT shall take elevations as follows:
1. Pavement along centerline of Ocotillo Road at 50 feet intervals, beginning 200 feet west of the Redwood Drive centerline and extending east to 400 feet east of the centerline of Norman Way;
  2. Gutter flow line and top of curb for all existing curb and gutter, at the pavement adjacent to median curb, at the outside edge of pavement (where there is no curb) and at existing ground at grade breaks and at least 20 foot intervals beyond the edge of pavement or back of curb to a distance of 20 feet outside of proposed ROW on Ocotillo Road, unless there is an existing fence or wall on private property within these distances, in which case, data will be collected only up to the fence or wall
  3. Pavement, Gutter flow line, and top of curb for all existing curb and gutter, and sidewalk to no more than 50 feet beyond each curb return at Cooper Road intersection.
  4. Existing drainage basin configuration / size on five tracts adjacent/near the south side of Ocotillo Road and located in the Arizona Country and Fonte Al Sol subdivisions.
  5. Driveway locations at (at least) 10' intervals along the centerline and edges of each driveway beginning at the gutter flow line for a distance of 20 feet beyond the proposed or existing right-of-way, whichever is furthest from the centerline, as allowed by the property owner. DESIGN CONSULTANT shall document all grade breaks along each driveway centerline and edges.
  6. Catch basins, manholes, pipes and water valve nuts (including inverts) on Ocotillo Road between Redwood Drive and Norman Way.

**c. Task 6.3: Benchmarks**

- i. DESIGN CONSULTANT shall establish two (2) temporary benchmarks at least 1,000 feet apart along Ocotillo Road between Redwood Drive and Norman Way and run a level loop between these temporary benchmarks to tie it to project control.
- ii. DESIGN CONSULTANT shall provide a sketch showing each benchmark with a minimum of 3 ties to features that shall not be disturbed by construction.

**7. RIGHT-OF-WAY (ROW) COORDINATION**

**a. Task 7.1: ROW Strip Map**

- i. At Preliminary (15%) Design, DESIGN CONSULTANT shall prepare a right-of-way strip map overlaid on an aerial photograph of the project limits, showing existing property lines, easements, and utilities on Ocotillo Road between Rosewood Drive and Norman Way. The right-of-way strip map is for the purpose of identifying property boundaries to prepare legal descriptions and exhibits for property acquisition, permanent and/or temporary drainage easements (DE) (TDE), temporary construction easements (TCE), and utility easements and shall include a list of identified properties and property rights. The CITY shall provide litigation reports for the parcels within the project limits.

**b. Task 7.2: Legal Descriptions**

- i. DESIGN CONSULTANT shall provide legal descriptions and exhibits for the acquisition of new right-of-way, temporary construction easements, drainage tracts, drainage easements, county remnants, and utility easements. DESIGN CONSULTANT shall utilize title reports (mentioned in 7.1 above) and Sectional/centerline field survey to define the boundaries of

properties where new right-of-way or easements are anticipated. DESIGN CONSULTANT shall provide closure data for all written legal descriptions and exhibits. The scope of work includes:

1. The preparation of three (3) written legal descriptions and exhibits, or as many as needed, for the acquisition of permanent right-of-way (ROW). If more than 3 legal descriptions are necessary for ROW acquisition, the cost for such additional legal shall be paid from the Owner's Allowance.
2. The preparation of four (4) written legal descriptions and exhibits, or as many as needed, for permanent and/or temporary drainage easements. If more than 4 legal descriptions necessary for drainage easements, the cost for such additional legal descriptions shall be paid from the Owner's Allowance. Legal descriptions and exhibits shall be accompanied by volumetric calculations, and shall define that portion of the retention which is required to be retained by the subject property and that portion which is retained for adjacent properties.
3. The preparation of eight (8) written legal descriptions and exhibits for temporary construction easements. If more than 8 legal descriptions necessary for temporary construction easements, the cost for additional legal description shall be paid from the Owner's Allowance.
4. The preparation of three (3) written legal descriptions and exhibits converting Maricopa County remnant strips annexation into the City of Chandler.
5. The preparation of three (3) parcels written legal descriptions and exhibits for utility easements. If more than 3 legal descriptions necessary for utility easements, the cost for such additional legal descriptions shall be paid from the Owner's Allowance.

**c. Task 7.3: ROW Documents**

- i. DESIGN CONSULTANT shall submit right-of-way documents to the CITY Within 30 days of the resolution of 30% plan review comments. These documents shall include legal descriptions & Exhibits, two (2) copies of the right-of-way strip maps, a draft drainage report, and 30% design plans for all acquisitions and easements.

**d. Task 7.4: Stake ROW**

- i. DESIGN CONSULTANT shall field stake right-of-way twice, at the direction of the CITY. This shall be done using nails and wooden stakes at four locations (two property lines and two in between property lines). Staking shall only occur for four county parcels in project limits.

**8. GEOTECHNICAL**

**a. Task 8.1: Geotechnical Subsurface Exploration and Laboratory Testing**

- i. DESIGN CONSULTANT shall conduct a visual geologic reconnaissance of the project area and review available geologic literature and aerial photographs of the project site and shall conduct a visual pavement reconnaissance of the roadway segment in question.
- ii. DESIGN CONSULTANT shall obtain City and Maricopa County Encroachment permits, as necessary, to conduct work in the Right-of-Way. If needed, DESIGN CONSULTANT shall arrange for and compensate for off-duty police officers.
- iii. DESIGN CONSULTANT shall establish test locations in the field and arrange for the mark-out of underground utilities through Arizona Blue Stake.
- iv. DESIGN CONSULTANT shall core the existing pavement of the roadway segment in question at up to five (5) locations to determine the existing structural (asphalt and aggregate base) section. The corings shall be combined with the test borings.
- v. DESIGN CONSULTANT shall Drill five (5) hollow-stem auger borings using a truck-mounted two-wheel drive drill rig. These borings shall be located within the existing roadway or in the shoulder whichever is more appropriate and shall extend 10 to 15 feet deep. DESIGN CONSULTANT shall collect ring samples and bulk samples for laboratory testing and shall be responsible for preparation of field boring logs.

- vi. DESIGN CONSULTANT shall perform five (5) double ring infiltrometer percolation tests 3 feet in depth for proposed and existing drainage retention areas.
- vii. DESIGN CONSULTANT shall perform laboratory testing to evaluate the index, compressibility, expansion and chemical characteristics of the subsurface soils encountered.

**b. Task 8.2: Geotechnical Report**

- i. DESIGN CONSULTANT shall prepare a draft geotechnical report, to accompany the 30% submittal, which shall contain the results of the field and laboratory analyses, with presentations of the engineering parameters for design of the new pavement and recommendations for construction. In addition, the reports shall contain vicinity maps depicting the project limits, plans showing the boring locations, narrative descriptions of the surface and subsurface conditions, laboratory test results and geotechnical recommendations related to excavation characteristics, bedding material, backfilling guidelines, subgrade support for new pavements, pavement design recommendations, pavement rehabilitation recommendations, and the re-use of on-site soils for engineered fill.
  - ii. DESIGN CONSULTANT shall incorporate comments received on the draft geotechnical report into a final geotechnical report to accompany the 60% submittal.
- c. Subconsultant ATEK Engineering Consultants shall complete all services described above. DESIGN CONSULTANT shall coordinate all work completed by subconsultant.

**9. ENVIRONMENTAL DOCUMENTATION AND CLEARANCE**

**a. Task 9.1: Phase 1 Environmental Site Assessment (ESA)**

- i. DESIGN CONSULTANT shall conduct a Phase I Environmental Site Assessment (ESA) in accordance with ASTM-1527-13 and submit a draft Phase I ESA report inclusive of each property requiring new acquisition and/or easements to the CITY at a reasonable timeframe prior to closing on the properties. A Phase I ESA (up to 4 parcels) shall be prepared for the Ocotillo Road segment. The Phase I ESA reports shall document findings and provide opinions and recommendations regarding possible environmental impacts at the sites. DESIGN CONSULTANT shall provide color photographs and figures in each report. Following review by the CITY, DESIGN CONSULTANT shall review the CITY's comments and address those comments in the final Phase I ESA's.
  1. DESIGN CONSULTANT shall perform up to 1 (one) update to each of the Phase I ESA reports. Any additional updates or reports shall only be done with prior written direction from the City and shall be compensated utilizing the Owner's allowance.
  2. DESIGN CONSULTANT shall review lease records for the sites, to evaluate probable past site uses and their possible impact on the current environmental status of the sites.
  3. DESIGN CONSULTANT shall review readily available maps and reports pertaining to the sites to evaluate probable past site use and there possible impact on the current environmental status of the sites.
  4. CITY shall obtain title commitments including Schedule B to show liens and a chain-of-title report for ownership back to 1940 or earlier for each property to be acquired and provide to DESIGN CONSULTANT. DESIGN CONSULTANT shall review chain-of-title report for each parcel to evaluate probable past site use and there possible impact on the current environmental status of the sites.
  5. DESIGN CONSULTANT shall conduct interviews with the property representatives regarding the environmental status of the sites.
  6. DESIGN CONSULTANT shall perform a site reconnaissance to visually identify areas of possibly contaminated surficial soil or surface water, improperly stored hazardous materials, possible sources of polychlorinated biphenyls (PCBs), and possible risks of contamination from activities at the sites and adjacent properties.
  7. DESIGN CONSULTANT shall review available regulatory agency files, databases, and historical documents for the sites and adjacent properties to evaluate past and current site usage and the possible environmental impact to the site. Regulatory agencies Maricopa County Environmental Services Department, Air Pollution Control District, and Maricopa Flood Control District. Databases shall identify locations of known hazardous

waste sites, landfills, and leaking underground storage tanks, permitted facilities that utilize underground storage tanks, and facilities that use, store or dispose of hazardous materials. DESIGN CONSULTANT shall also make note of utility connection or lack of utility connections for each site. Historical documents include aerial photographs, Sanborn Insurance Maps, and As-Built Records

8. DESIGN CONSULTANT shall review Arizona Department of Environmental Quality databases for deed restrictions such as Declaration of Environmental Use Restrictions and Voluntary Environmental Mitigation Use Restrictions.

9. DESIGN CONSULTANT shall perform visual observations limited to the surface area of the property and contiguous sites. Subsurface explorations, soil sampling, surface and groundwater sampling, and chemical analyses are not included in this proposal. The reports shall be based solely on information gained from direct observation, personal interviews, and examinations of regulatory records.

- ii. Sub-consultant Ninyo & Moore shall complete all services described above. DESIGN CONSULTANT shall coordinate all work completed by sub-consultant.

#### **b. Task 9.2: Categorical Exclusion**

- i. DESIGN CONSULTANT shall prepare a Group II Categorical Exclusion (CE) per ADOT EPG guidelines for the project area. The CE shall be submitted to the City for their approval prior to submission to ADOT for their ultimate review and approval. Associated documents include:

- 1. Public and Agency Environmental Scoping

- a. DESIGN CONSULTANT shall prepare Public Scoping letters for all adjacent land owners and community groups, 4(f) properties (Parks, public schools playgrounds, historic districts, etc.), and detour routes, if applicable.

- b. DESIGN CONSULTANT shall prepare Agency Scoping letters for all landowners, including Federal and State Agencies, other landowners and communities, and other offices/divisions within the proposed project area and/or that may have interest in the proposed project including: United States Army Corp of Engineers (USCOE), The State of Arizona Game and Fish Department (AGFD), State Historic Preservation Office (SHPO), Maricopa County Department of Transportation (MCDOT), Cultural Preservation Office, Tribes, Flood Control District of Maricopa County (FCDMC), Parks, Utilities, etc.

- 2. National Environmental Policy Act Compliance

- 3. Biological Resources Evaluation

- a. DESIGN CONSULTANT shall prepare an Urban Project Biological Evaluation for the project area and submit to ADOT Environmental Planning Group (EPG) for review and approval.

- 4. Cultural Resource Reports

- a. DESIGN CONSULTANT shall conduct a Class I and Class III cultural resources survey and report for the project area. DESIGN CONSULTANT shall also prepare draft consultation letters for EPG use in compliance with Section 106 of the National Historic Preservation Act.

- 5. Noise Analysis Report

- a. DESIGN CONSULTANT shall conduct a quantitative noise analysis in compliance with ADOT EPG policy for the project area and recommend any applicable mitigation measures. The noise analysis is carried as an allowance item.

- 6. Lead Based Paint Testing

- a. DESIGN CONSULTANT shall conduct lead-based paint (LBP) testing for stripe obliteration associated with the project. Up to 15 LBP samples shall be collected.

- 7. Environmental Geotechnical Clearance

- a. DESIGN CONSULTANT shall prepare an Environmental Geotechnical Clearance for approval by ADOT EPG. Phase 1 and Cultural reports prepared for the overall CE shall be utilized for the geotechnical clearance.

- 8. Air Quality Assessment

- a. DESIGN CONSULTANT shall conduct a carbon monoxide (CO) hot-spot analysis and qualitative air quality assessment (Level II MSATs) in compliance with ADOT EPG

- policy for the project area and recommend any applicable mitigation measures. The air quality assessment is carried as an allowance item.
- ii. Sub-consultant Del Sol Group shall complete all services described above. DESIGN CONSULTANT shall coordinate all work completed by sub-consultant.

## 10. PLANS, SPECIFICATIONS AND ESTIMATES

### a. Task 10.1: Plans

- i. Design Consultant shall prepare plans for the project in accordance with City Standards and the City's Certified Acceptance plan with ADOT to administer federally funded projects.
- ii. DESIGN CONSULTANT shall submit plans on CD in AutoCAD .DWG format, and exports of each plan sheet and reference files and PDF of each plan sheet and PDFs of complete plans set at the 15%, 30%, 60%, 95% and 100%/Final submittals. Payment for this task shall be directly correlated with submittal percentage.
- iii. Following each review, DESIGN CONSULTANT shall review the CITY's comments and complete the comment resolution forms. DESIGN CONSULTANT shall provide a matrix that summarizes the comments and indicates whether the comment was incorporated or provides justification for not implementing the change noted in the plan review comments. DESIGN CONSULTANT shall provide the comment matrix to the CITY one week prior to the Comment Resolution Meeting. All comments shall be incorporated unless otherwise authorized by the CITY.
- iv. DESIGN CONSULTANT shall provide project plans to external agencies such as Maricopa County Department of Environmental Services, Arizona Department of Transportation, and Flood Control District of Maricopa County, and upon direction from City to adjacent project consultants and contractors as appropriate to ensure construction activities are permitted and coordinated for construction to start immediately after award of City's construction contract.
- v. Plans shall include:
  1. Cover Sheet
  2. General Notes Sheets
  3. Standard Sections Sheets
  4. Paving Plans (Task 10.1A)
  5. Drainage Plans (Task 10.1B)
  6. Traffic Signal Interconnect Plans (Task 10.1C)
  7. Street Light Plans (Task 10.1D)
  8. Striping and Signing Plans (Task 10.1E)
  9. Landscape and Irrigation Plans (Task 10.1F)
  10. Erosion and Sediment Control Plans (Task 10.1G)
  11. Water, Sanitary Sewer, and Reclaimed Water Plans (Task 10.1H)
  12. Sequencing Plan(Task 10.1I)
- vi. **Task 10.1A: Paving Plans**
  1. DESIGN CONSULTANT shall perform work necessary to create Typical Roadway Sections, Geometric Layout and Paving Plan & Profile Sheets using design right-of-way needs for a major arterial (City of Chandler Standard Detail C-204.) along Ocotillo Road.
  2. DESIGN CONSULTANT shall prepare paving and profile plans at a scale of 1"=20' horizontal and 1"=2' vertical, to include base sheet preparation including survey control, topographic mapping, centerline stationing, curb and gutter, sidewalk, handicap ramps, driveways, turn lanes, intersecting streets, utilities, existing right-of-way, proposed right-of-way, existing utilities, construction notes, etc. Profiles shall show centerline stationing, existing ground, proposed curb and gutter grades, benchmarks and underground utilities.
  3. DESIGN CONSULTANT shall evaluate all existing sidewalk between Cooper Road and 400' east of South Norman Way (including all four corners of Cooper Road) and ensure compliance with ADA cross-slope and curb ramp requirements. Any sidewalk or ramp that is not in compliance with ADA shall be incorporated into the plans.
- vii. **Task 10.1B: Drainage Plans**
  1. DESIGN CONSULTANT shall review the existing drainage reports and as-builts for the adjacent developments. The reports and as-builts shall be provided by the CITY. DESIGN CONSULTANT shall conduct a field visit to verify the existing drainage infrastructure and concepts.
  2. DESIGN CONSULTANT shall prepare a drainage analysis to determine the effects of the roadway improvements from this project. DESIGN CONSULTANT shall perform

hydrologic calculations per the CITY standards to estimate the additional runoff. The DESIGN CONSULTANT shall determine the need for additional storage capacity within the project limits. Existing retention basins shall be modified to accommodate the additional pavement runoff. Undeveloped properties shall include temporary retention basins. The DESIGN CONSULTANT shall perform hydraulic calculations for proposed scuppers, catch basins, and storm drain systems. The hydrologic and hydraulic calculations shall meet the CITY criteria.

3. DESIGN CONSULTANT shall prepare a Drainage Report to accompany the drainage design for roadway improvements. The Draft Drainage Report shall be submitted with the 30% Submittal. The Draft Final Drainage Report shall be submitted with the 60% Submittal. The Final Drainage Report shall be submitted with the 95% Submittal. DESIGN CONSULTANT shall incorporate comments received at each submittal.

4. DESIGN CONSULTANT shall prepare drainage plans that include but is not limited to storm drain profiles, retention basin grading plans and drainage details.

**viii. Task 10.1C: Traffic signal and traffic signal interconnect plans**

**1. Traffic Signal Upgrades at Cooper**

a. DESIGN CONSULTANT shall provide options, with associated costs, to the CITY on how to make the intersection ADA compliant.

**2. Traffic Signal Interconnect**

a. DESIGN CONSULTANT shall design the missing section of fiber interconnect between along Ocotillo Road, between Gilbert Road and Cooper Road, at a scale of 1"=40'. Plan sheets shall show conduit runs and pull boxes.

3. Sub-consultant LEE Engineering shall complete all services described above. DESIGN CONSULTANT shall coordinate all work completed by sub-consultant.

**ix. Task 10.1D: Street Light Plans**

1. DESIGN CONSULTANT shall design street lighting along Ocotillo Road within the project limits in accordance with applicable City of Chandler Streetlight Technical Design Manual (TDM) #6.

2. DESIGN CONSULTANT shall perform a site visit and document to the extent possible the equipment and conditions related to the existing street lighting, the existing lighting control equipment, existing underground conduit and conductor routes.

3. DESIGN CONSULTANT shall coordinate lighting design with Salt River Project (SRP) to define a power source to serve the lighting system.

4. DESIGN CONSULTANT shall provide a computer generated point-to-point foot-candle grid for from the first streetlight west of Rosewood Drive to the first streetlight east of Norman Way, and submit documents to CITY for approval as exhibits along with the 60% and 95% submittals. It is assumed that the street lighting shall be based on City of Chandler 2014 illumination standards utilizing LED light fixtures.

5. DESIGN CONSULTANT shall prepare street lighting plans for approximately 2,800 feet on Ocotillo Road, as necessary, including new and relocated pole locations at the 30%, 65%, 95%, and final plan stage. The street light design shall match the existing streetlights. The first existing streetlight on each side of the roadway beyond the limit of the paving shall be shown on the plans. Existing street lights within the project limits that are to remain shall be replaced with LED fixtures. The Lighting Plans shall be (1"=40') and consist of the following:

- a. Street lighting general notes and key map
- b. Street lighting plans showing pole locations with station and offset

6. DESIGN CONSULTANT shall reference the TDM #6 standard details and drawings for the following:

- a. Pole Assembly Detail (Pole, foundation, mast arm)
- b. Junction Box detail
- c. Trench detail
- d. Connection details

7. SRP shall be responsible for providing detail drawings for the electrical details (Control center, wiring schematic, and cable schedule). These items on drawings prepared by SRP shall be accounted for in project specifications and engineer's estimate.

8. Sub-consultant LEE Engineering shall complete all services described above. DESIGN CONSULTANT shall coordinate all work completed by sub-consultant.

**x. Task 10.1E: Striping and Signing Plans**

1. DESIGN CONSULTANT shall develop preliminary traffic signing and striping plans for this project at the 30% plan stage. DESIGN CONSULTANT shall finalize the traffic signing and striping plans at the 60% plan stage. The Signing and Striping Design Plans shall be produced at 1"= 40' scale and shall include the following sheets:

- a. General Striping Notes sheet (including a striping quantities)
- b. General Signing Summary, Notes, and Index
- c. Striping and Signing plan sheets

2. Sub-consultant LEE Engineering shall complete all services described above. DESIGN CONSULTANT shall coordinate all work completed by sub-consultant.

**xi. Task 10.1F: Landscape and Irrigation Plans**

1. DESIGN CONSULTANT shall Inventory existing trees, located via GPS survey and catalogue to determine if they are to remain in place or removed. DESIGN CONSULTANT shall identify the tree species, record the caliper, ascertain the general health, and record the viability for survival given construction activities. Limits of inventory shall be the south side of Ocotillo Road between Redwood Drive and Norman Way.

2. DESIGN CONSULTANT shall review existing irrigation water meters, valves, mainline, controllers, and other major irrigation infrastructure locations to determine potential for salvage. Locations shall be derived from as-built and design plans provided by the CITY combined with survey and existing conditions observation. DESIGN CONSULTANT shall overlay the existing irrigation location with improvement plans.

3. DESIGN CONSULTANT shall coordinate with the CITY to determine the desired types of plant material, inert material, and irrigation equipment. DESIGN CONSULTANT shall coordinate with the CITY on the identification of areas within the project area to receive landscape and irrigation as well as existing landscape and irrigation to be protected in place.

4. DESIGN CONSULTANT shall prepare Landscape Plans. The plans shall include the following:

- a. 60% plans - location and species of proposed new trees and shrubs and existing trees to remain
- b. 95% plans - plant schedule, plant quantities, landscape notes, and CITY standard landscape details

5. DESIGN CONSULTANT shall coordinate with private entities as necessary for matching or maintaining existing landscaping and ground cover.

6. DESIGN CONSULTANT shall prepare Irrigation Plans. Reclaimed water shall be used for irrigation. The plans shall include the following:

- a. 60% plans - locations of existing infrastructure to remain in place and new locations of laterals, water meter(s), mainline, booster pumps, and valves
- b. 95% plans - irrigation quantities, irrigation emitter schedule, irrigation notes, and CITY of Chandler standard irrigation details shall be shown

7. DESIGN CONSULTANT shall coordinate with private entities as necessary for new connections and maintenance of existing irrigation systems. DESIGN CONSULTANT shall prepare water meter applications, when applicable.

8. DESIGN CONSULTANT shall show the water taps for irrigation equipment on the utility plans and roadway plans, as appropriate. DESIGN CONSULTANT shall provide the complete design and all necessary details for these water taps and power for the irrigation controllers.

9. Bioassay testing, archeology, soil fertility, and other tests to determine plant viability in existing conditions are not considered part of this scope of work.

10. Sub-consultant J2 shall complete all services described above. DESIGN CONSULTANT shall coordinate all work completed by sub-consultant.

**xii. Task 10.1G: Erosion and Sediment Control Plans**

1. DESIGN CONSULTANT shall develop Erosion and Sediment Control Plans (ESCPs) that may be utilized by a contractor during construction as Storm Water Pollution and Prevention Plans (SWPPP), as required on all projects that have the potential to impact any adjacent drainage system, under the provisions of section 402(p) of the Clean Water Act (CWA) and regulations 40 CFR 121, to secure a cost for the Arizona Pollutant

Discharge Elimination System (AZPDES) permit and to ensure that the contractor is held responsible for this effort.

2. ESCPs shall include coversheet and index sheet in conformance with City requirements, erosion control details and erosion control plans in conformance with Arizona Department of Environmental Quality (ADEQ) and Environmental Protection Agency (EPA) requirements.

xiii. **Task 10.1H: Water, Sanitary Sewer, and Reclaimed Water Plans**

1. DESIGN CONSULTANT shall design installation of new and/or extension of existing water, sanitary sewer, and reclaimed utility stub outs to outside of proposed pavement at four Maricopa County island locations (Parcels 303-44-013J, 303-44-014B, 303-44-014D) and the 132st alignment.

2. DESIGN CONSULTANT shall prepare plans and certification documents for required relocations and miscellaneous upgrades, which include meter relocation, potable water back, flow preventer (BFP) relocations, new potable water BFPs, fire hydrant relocation, new fire hydrants.

3. DESIGN CONSULTANT shall prepare and submit the Maricopa County Environmental Services (MCESD) permit applications including Approval to Construct (ATC) application / applicable design reports.

4. DESIGN CONSULTANT shall incorporate sewer rehabilitation specifications and costs, as provided by the City, into the bid documents.

xiv. **Task 10.1I: Sequencing Plan**

1. DESIGN CONSULTANT shall prepare a sequencing plan for construction activities.

**b. Task 10.2: Specifications**

i. Technical Specifications shall be in accordance with City of Chandler Standard Specifications, MAG Standard Specifications, Arizona Department of Transportation (ADOT) Standard Specifications, and ADOT (stored) standard special provisions. DESIGN CONSULTANT shall create technical specifications for all items not adequately covered by these standard specifications.

ii. Word and PDF format of Specifications shall be provided with each submittal.

**c. Task 10.3 Cost Estimates**

i. DESIGN CONSULTANT shall prepare cost estimates for all pay items per the standard specifications and special provisions, except that volumetric measurements shall not be used for pay items. DESIGN CONSULTANT shall determine earthwork quantities.

ii. Excel and PDF format of Estimates shall be provided with each submittal.

**d. Task 10.4: Materials QA Plan**

i. DESIGN CONSULTANT shall prepare the project Materials QA Plan which includes cover letter, bid schedule, materials sample checklist, material certification log, and contractual relationship letter in accordance with ADOT Material Testing Manual-Series 900 Appendix A.

ii. DESIGN CONSULTANT shall revise Materials QA Plan per review comments provided by ADOT.

**11. SUBMITTALS**

**a. Task 11.1: 15% Submittal**

i. DESIGN CONSULTANT shall provide the following at 15% Submittal:

1. ADOT Project Assessment in accordance with ADOT requirements for federal funding
2. Three (3) full size sets of the Alignment 15% Plans
3. One (1) copy of construction cost estimate
4. One (1) copies of the preliminary/draft geotechnical report

**b. Task 11.2: 30% Submittal**

i. DESIGN CONSULTANT shall provide the following at the **30% submittal** to the City:

1. City Plan review and construction permit applications
2. Eight (8) full size sets of 30% preliminary plans including:
  - a. Cover sheet
  - b. Typical Roadway Sections

- c. Geometric Configurations
  - d. Roadway Cross Sections
  - e. Paving Plan and Profiles
  - f. Drainage Plan and Profiles
  - g. Utility (Water, Sanitary Sewer, Reclaimed, Private Irrigation) Plan and Profile
  - h. Traffic Signal Inner Connect Plans and Details
  - i. Signing and Stripping Plans and Details
  - j. Street Light Plans and Details
  - k. Sequencing Plan
3. Five (5) copies of the outline/preliminary technical specifications
  4. Five (5) copies of the construction cost estimate
  5. Five (5) copies of the draft/preliminary drainage report
  6. Five (5) copies of the sealed geotechnical report
  7. Two (2) copies of the "Testhole Data Summary Sheet"
  8. Two (2) copies of the right-of-way strip map with legal descriptions
  9. Two (2) copies of the utility strip map with legal descriptions

**c. Task 11.3: 60% Submittal**

- i. DESIGN CONSULTANT shall provide the following at the **60% submittal** to the CITY:
  1. City Plan review and construction permit applications
  2. 30% submittal redlines and comments
  3. Eight (8) full size and eight (8) half-size sets of 60% plans including:
    - a. Cover sheet
    - b. Index, Key Map, and General Notes
    - c. Typical Roadway Sections
    - d. Geometric Configurations
    - e. Roadway Cross Sections
    - f. Paving Plan and Profiles
    - g. Drainage Plan and Profiles
    - h. Utility (Water, Sanitary Sewer, Reclaimed, Private Irrigation) Plan and Profile
    - i. Traffic Signal Inner Connect Plans and Details
    - j. Signing and Stripping Plans and Details
    - k. Street Light Plans and Details
    - l. Erosion and Sediment Control Plans
    - m. Sequencing Plan
    - n. Special Details
  4. Six (6) copies of the 60% technical specifications
  5. Six (6) copies of the 60% construction cost estimate
  6. Three (3) copies of the final/sealed drainage report
  7. Two (2) copies of the right-of-way strip map with new or revised legal descriptions
  8. Two (2) copies of the utility strip map with new or revised legal descriptions
  9. Three (3) copies of the final/sealed Phase I ESA

**d. Task 11.4: 95% Submittal**

- i. DESIGN CONSULTANT shall provide the following at **95% submittal**:
  1. City Plan review and construction permit applications
  2. 60% submittal redlines and comments
  3. Sixteen (16) full size and eight (8) half size sets of 95% plans including:
    - a. Cover sheet
    - b. Index, Key Map, and General Notes
    - c. Typical Roadway Sections
    - d. Geometric Configurations
    - e. Roadway Cross Sections
    - f. Paving Plan and Profiles
    - g. Drainage Plan and Profiles
    - h. Utility (Water, Sanitary Sewer, Reclaimed, Private Irrigation) Plan and Profile

- i. Traffic Signal Inner Connect Plans and Details
  - j. Signing and Stripping Plans and Details
  - k. Street Light Plans and Details
  - l. Erosion and Sediment Control Plans
  - m. Sequencing Plan
  - n. Special Details
4. Eight (8) copies of the 95% technical special
  5. Eight (8) copies of the 95% construction cost estimate
  6. Two (2) copies of the right-of-way strip map with new or revised legal descriptions
  7. Two (2) copies of the utility strip map with new or revised legal descriptions

**e. Task 11.5: 100% Submittal**

- i. Upon acquisition of all right-of-way and easements necessary for construction, DESIGN CONSULTANT shall provide the following with the **100% submittal**:
  1. City plan review and construction permit applications
  2. 95% submittal redlines and comments
  3. Three (3) full size and Eight (8) half size sets of sealed construction plans including:
    - a. Cover sheet
    - b. Index, Key Map, and General Notes including Environmental Notes from Categorical Exclusion
    - c. Typical Roadway Sections
    - d. Geometric Configurations
    - e. Roadway Cross Sections
    - f. Paving Plan and Profiles
    - g. Drainage Plan and Profiles
    - h. Utility (Water, Sanitary Sewer, Reclaimed, Private Irrigation) Plan and Profile
    - i. Traffic Signal Inner Connect Plans and Details
    - j. Signing and Stripping Plans and Details
    - k. Street Light Plans and Details
    - l. Erosion and Sediment Control Plans
    - m. Sequencing Plan
    - n. Special Details
  4. One (1) cover sheet on 4 mil Mylar
  5. Eight (8) copies of final specification
  6. Eight (8) copies of the final construction cost estimate and bid schedule
  7. Two (2) copies of the right-of-way strip map with new or revised legal descriptions
  8. Two (2) copies of the utility strip map with new or revised legal descriptions
  9. One (1) Materials Compliance and Pavement Certification Letter

**f. Task 11.6: Final Submittal**

- i. Upon receipt of response from utility companies and construction contractor Disadvantaged Business Enterprise (DBE) goal assignment by ADOT, DESIGN CONSULTANT shall provide following as the Final submittal: Full payment for this task shall not be made until City acceptance, not just delivery, of all items on this final submittal list.
  1. One (1) copy of construction plans including any private utility plans such as Salt River Project (SRP) plans to be performed by City's contractor
  2. Eight (8) copies of final specification
  3. Eight (8) copies of the final construction cost estimate and bid schedule
  4. Utility Clearance Letter per Task 2.5
- ii. DESIGN CONSULTANT shall be responsible for delivering to the CITY a complete set of constructible plans and shall be responsible for constructability of such plans, including, but not limited to, completion of right-of-way documentation acquiring all necessary easements, and completion of utility relocation design. DESIGN CONSULTANT shall be responsible for preparing and obtaining written approval of any design exceptions and/or variances to Design Standards.

## 12. POST DESIGN SERVICES

### a. Task 12.1: Pre-Bid Meeting

- i. DESIGN CONSULTANT shall attend and actively participate in a pre-bid meeting. DESIGN CONSULTANT shall give a brief overview of the project and address questions related to the construction documents.

### b. Task 12.2: Addenda Preparation

- i. DESIGN CONSULTANT shall prepare and deliver to CITY to issue any necessary Addenda for clarification or correction of the construction documents

## 13. ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

- a. Bioassay testing, archeology, soil fertility, and other tests to determine existing plant viability is excluded. Determination of existing plant viability to be based on professional opinions with considerations of typical construction activity impacts.
- b. Application fees for City reviews and permits shall be paid by City.
- c. It has been assumed that all agencies have a 20-working day review period.
- d. Application fees for other agencies other than the City shall be paid utilizing the Reimbursable Allowance.
- e. Construction management or observation, inspection, or participation in construction meetings is excluded.
- f. Private Irrigation Plans are not included.
- g. Reimbursable allowance is to be used for printing, mileage and other approved reimbursable expenses. Expenses will be reimbursed at cost.
- h. Owner's Allowance shall only be used with prior written approval from the City representative.

**EXHIBIT B  
FEE SCHEDULE**

<b>TASK</b>	<b>DESCRIPTION</b>	<b>Cost</b>
<b>1</b>	<b>DATA COLLECTION</b>	
1.1	Collect and Review Existing Records	\$2,615
<b>Subtotal 1</b>	<b>DATA COLLECTION</b>	<b>\$2,615</b>
<b>2</b>	<b>PUBLIC UTILITY COORDINATION</b>	
2.1	Utility Coordination	\$20,020
	<i>Perform Utility Coordination</i>	\$11,220
	<i>Utility Coordination Meetings (6 General)</i>	\$6,600
	<i>Utility Land Coordination Meetings (2 Land)</i>	\$2,200
2.2	Utility Locating and Verification	\$10,950
	<i>Field Verification of Horizontal Utility Locations</i>	\$1,520
	<i>Prepare Base Maps</i>	\$3,030
	<i>Utility Elevation Verification (Potholes)</i>	\$6,400
2.3	Utility Strip Map	\$ -
2.4	Utility Relocation Design Coordination	\$9,820
2.5	Prepare Utility Clearance and Service Request Letters	\$2,530
<b>Subtotal 2</b>	<b>PUBLIC UTILITY COORDINATION</b>	<b>\$43,320</b>
<b>3</b>	<b>PROGRESS MEETINGS</b>	
3.1	Monthly Progress Meetings (9 General, 1 Aesthetics)	\$11,475
3.2	Comment Resolution Meetings (5 Total)	\$5,500
<b>Subtotal 3</b>	<b>PROGRESS MEETINGS</b>	<b>\$16,975</b>
<b>4</b>	<b>PUBLIC AND STAKEHOLDER MEETINGS</b>	
4.1	Public Information Meetings (2 Total)	\$2,780
4.2	Stakeholder Information Meetings (3 Total)	\$2,700
<b>Subtotal 4</b>	<b>PUBLIC AND STAKEHOLDER MEETINGS</b>	<b>\$5,480</b>
<b>5</b>	<b>PROJECT MANAGEMENT</b>	
5.1	Project Monitoring	\$5,200
5.2	Design Quality Control Plan	\$5,580
5.3	Sub-Consultant Coordination	\$6,180
<b>Subtotal 5</b>	<b>PROJECT MANAGEMENT</b>	<b>\$16,960</b>
<b>6</b>	<b>DESIGN SURVEY</b>	
6.1	Ground Survey (Establish/Set Control)	\$3,840
6.2	Topographic Survey	\$14,880
6.3	Benchmarks	\$820
<b>Subtotal 6</b>	<b>DESIGN SURVEY</b>	<b>\$19,540</b>
<b>7</b>	<b>RIGHT-OF-WAY COORDINATION</b>	
7.1	Right of Way Strip Map w/ aerial background	\$11,020
7.2	Legal Descriptions	\$10,980
	<i>Legal Descriptions - New R/W (3)</i>	\$1,680
	<i>Legal Descriptions - Drainage Easements (4)</i>	\$1,980
	<i>Legal Descriptions - Construction Easements (8)</i>	\$3,960
	<i>Legal Descriptions - Remnant Strip Annexation (3)</i>	\$1,680

	<i>Legal Descriptions - Utility Easements (3)</i>	\$1,680
7.3	Final ROW Documents	\$440
7.4	Stake ROW (4 parcels w/ four stakes - twice)	\$2,730
<b>Subtotal 7</b>	<b>RIGHT-OF-WAY COORDINATION</b>	<b>\$25,170</b>
<b>8</b>	<b>GEOTECHNICAL</b>	
8.1	Geotechnical Subsurface Exploration & Laboratory Testing	\$ -
8.2	Geotechnical Report	\$ -
<b>Subtotal 8</b>	<b>GEOTECHNICAL</b>	<b>\$ -</b>
<b>9</b>	<b>ENVIRONMENTAL DOCUMENTATION AND CLEARANCE</b>	
9.1	Phase I ESA (8 parcels)	\$ -
9.2	Group II Categorical Exclusion (CE)	\$ -
<b>Subtotal 9</b>	<b>ENVIRONMENTAL DOCUMENTATION AND CLEARANCE</b>	<b>\$ -</b>
<b>10</b>	<b>PLANS, SPECIFICATIONS, AND ESTIMATES</b>	
10.1	Plans	\$78,300
10.1A	<i>Paving Plans</i>	\$34,150
	<i>General, Typical Section, Geometric, Details Sheets</i>	\$8,850
	<i>Paving and Profile Plans</i>	\$25,300
10.1B	<i>Drainage Plans</i>	\$27,660
	<i>Review Existing Drainage Reports</i>	\$3,250
	<i>Prepare Drainage Analysis</i>	\$8,400
	<i>Prepare Drainage Report</i>	\$6,860
	<i>Prepare Drainage Plans</i>	\$9,150
10.1C	<i>Traffic Signal and Traffic Signal Interconnect Plans</i>	\$ -
10.1D	<i>Street Light Plans</i>	\$ -
10.1E	<i>Striping and Signing Plans</i>	\$ -
10.1F	<i>Landscape and Irrigation Plans</i>	\$ -
10.1G	<i>Erosion and Sediment Control Plans</i>	\$2,830
10.1H	<i>Water, Sanitary Sewer, and Reclaimed Water Plans</i>	\$9,010
	<i>Design New / Extension Stubs</i>	\$4,375
	<i>Design Misc. Upgrades / Relocations</i>	\$2,155
	<i>Prepare and Submit (MCESD) Permit Applications</i>	\$1,535
	<i>Incorporate Sewer Specs and Cost into Bid Documents</i>	\$945
10.1I	<i>Sequencing Plans</i>	\$4,650
10.2	Specifications	\$5,980
10.3	Cost Estimates	\$4,240
10.4	Materials QA Plan	\$2,340
<b>Subtotal 10</b>	<b>PLANS, SPECIFICATIONS, ESTIMATES</b>	<b>\$90,860</b>
<b>11</b>	<b>SUBMITTALS</b>	
11.1	15% Submittal	\$390
11.2	30% Submittal	\$390
11.3	60% Submittal	\$390
11.4	95% Submittal	\$390
11.5	100% Submittal	\$750
11.6	Final Submittal	\$485
<b>Subtotal 11</b>	<b>SUBMITTALS</b>	<b>\$2,795</b>
<b>12</b>	<b>POST DESIGN SERVICES</b>	

12.1	Pre-Bid Meeting	\$540
12.2	Bidder Questions & Addendums	\$795
<b>Subtotal 12</b>	<b>POST DESIGN SERVICES</b>	<b>\$1,335</b>
<b>TOTAL DIRECT LABOR</b>		
		<b>\$225,050</b>
<b>SUB-CONSULTANTS</b>		
	<b>KC Locate</b>	<b>\$16,450</b>
	Task 2.2 Utility Elevation Verification (25 Potholes @ \$658 ea)	\$16,450
	<b>ATEK Engineering Consultants</b>	<b>\$8,733</b>
	Task 8.1 Geotechnical Subsurface Exploration & Laboratory	
	Testina	\$3,768
	Task 8.2 Geotechnical Report	\$4,965
	<b>Ninyo &amp; Moore</b>	<b>\$5,375</b>
	Task 9.1 Phase 1 ESA	\$5,375
	<b>Del Sol Group / DME Consultants</b>	<b>\$16,130</b>
	Task 9.2 Group II CE	\$16,130
	<b>Lee Engineering</b>	<b>\$35,032</b>
	Task 10.1C Traffic Signals and Interconnect	\$12,060
	Task 10.1D Street Lights	\$11,603
	Task 10.1E Striping and Signing Plans	\$11,112
	Expenses	\$258
	<b>J2- Task 10.1F Landscape and Irrigation Plans</b>	<b>\$29,596</b>
	Design Kickoff	\$225
	60% Design	\$10,754
	95% Design	\$7,266
	100% Design	\$5,680
	Final Design	\$5,333
	Post Design	\$338
<b>TOTAL SUB-CONSULTANTS</b>		<b>\$111,317</b>
<b>ALLOWANCES</b>		
	Reimbursable Allowance	\$5,500
	Owners Allowance	\$60,000
	Noise Analysis Allowance	\$9,896
	Air Quantitative Analysis	\$12,902
<b>TOTAL ALLOWANCES</b>		<b>\$88,299</b>
<b>TOTAL PROJECT FEE</b>		<b>\$424,665</b>

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.

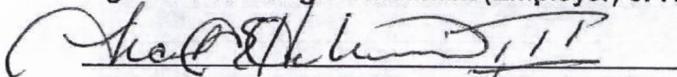
By completing and signing this form the Design Consultant shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

<b>Project Number/Division:</b> ST1602.201
<b>Name (as listed in the contract):</b> Ritoch Powell & Associates Consulting Engineers, Inc.
<b>Street Name and Number:</b> 5727 N 7 <sup>th</sup> Street Suite 120
<b>City:</b> Phoenix <b>State:</b> AZ <b>Zip Code:</b> 85014

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: FRANK E. HENDERSON III

Title: EXECUTIVE VICE PRESIDENT

Date (month/day/year): 02/11/16