Chandler · Arizona Where Values Make The Difference	**PURCHASING ITEM FOR COUNCIL AGENDA** **Memo No. CP16-183**	**1. Agenda Item Number**: 15
		2. Council Meeting Date: March 31, 2016
TO:	**MAYOR & COUNCIL**	**3. Date Prepared**: March 5, 2016
THROUGH:	**CITY MANAGER**	**4. Requesting Department**: Transportation & Development

5. SUBJECT: Professional Services Contract award to J2 Engineering & Environmental Design, LLC, for Dakota Street Improvements

6. RECOMMENDATION: Staff recommends City Council award a Professional Services Contract to J2 Engineering & Environmental Design, LLC, for Design Consultant Services for Dakota Street Improvements, Contract No. ST1511.201, in an amount not to exceed $275,700.54.

7. BACKGROUND/DISCUSSION: On July 7, 2015, the City executed an Improvement Agreement with San Marcos Hotel, LLC, authorizing the design and construction of improvements through and adjacent to hotel property. In exchange for the dedication of right-of-way necessary to extend Dakota Street from Buffalo St. to Commonwealth Avenue, the City agreed to complete landscape and hardscape improvements in front of the hotel on San Marcos Place. The agreement requires the City to begin the design of the San Marcos Place improvements no later than June 30, 2016, and to begin construction of Dakota Street no later than June 20, 2017.

In addition to the new segment of Dakota Street between Buffalo Street and Commonwealth Avenue, a new 15" sanitary sewer within the new Dakota Street alignment will be constructed. Also, included in the project are improvements to approximately 800' of the SRP Irrigation Canal along Commonwealth Avenue, as well as the hardscape/landscape improvements on the east side of San Marcos Resort frontage along San Marcos Place. The project will include sidewalks, walking path, curbs, gutters, street lighting, storm drainage, landscaping and irrigation, right-of-way acquisition, and utility relocations. The scope of work also includes stakeholder coordination with the various high profile stakeholder groups within the project location; Salt River Project/Bureau of Reclamation, DCCP (Downtown Chandler Community Partnership), San Marcos Resort, and San Marcos Historical District.

8. EVALUATION PROCESS: On November 17, 2015, staff received Statements of Qualifications from six (6) firms for Design Consultant Services. On December 3, 2015, the selection committee met to review the statement of qualifications and short listed the firms to be interviewed to further present their qualifications. On December 11, 2015, interviews were held and a 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.

Due to the significant coordination with outside stakeholders and the Salt River Project/Bureau of Reclamation, the project will need to be completed in phases and milestones. The first phase of the project is the San Marcos East Frontage Landscape, which will be completed at 90 calendar days following the Notice to Proceed. The second phase of the project will be completed 360 calendar days following the Notice to Proceed with a project milestone to complete the new Dakota Street segment and the new 15" sanitary sewer within 180 days following the Notice to Proceed.

9. FINANCIAL IMPLICATIONS:

Cost: $275,700.54
Savings:
Long Term Costs:
Fund Source:

Account No.:	Fund Name:	Program Name:	CIP Funded:	Amount:
401.3310.6517.6ST683	General Fund	Dakota St. (Buffalo St to Commonwealth Ave)	Yes	$196,064.57
401.1291.6211.6GG619	General Fund	Downtown Redevelopment Program	Yes	$ 44,372.61
615.3910.6813.6WW332	Wastewater Operating	Wastewater system upgrades with street projects	Yes	$ 35,263.36

10. PROPOSED MOTION: Move City Council award a Professional Services Contract to J2 Engineering & Environmental Design, LLC, for Design Consultant Services for Dakota Street Improvements, Contract No. ST1511.201, in an amount not to exceed $275,700.54.

ATTACHMENTS: Contract, Location Map

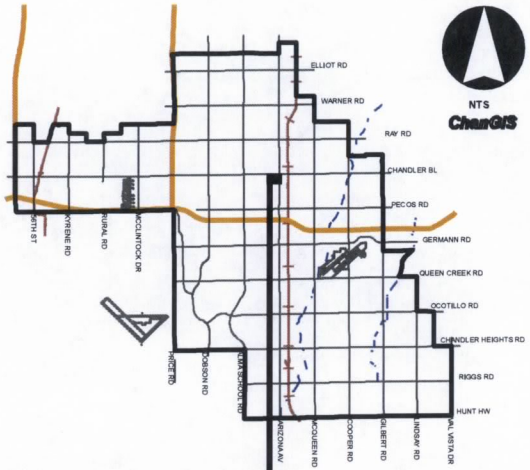
APPROVALS

11. Requesting Department Bob Fortier Bob Fortier, Capital Projects Manager	**13. Department Head** RJZ R.J. Zeder, Transportation & Development Director
12. Transportation & Development RJZ for Daniel W. Cook, City Engineer	**14. Acting City Manager** Marsha Reed Marsha Reed

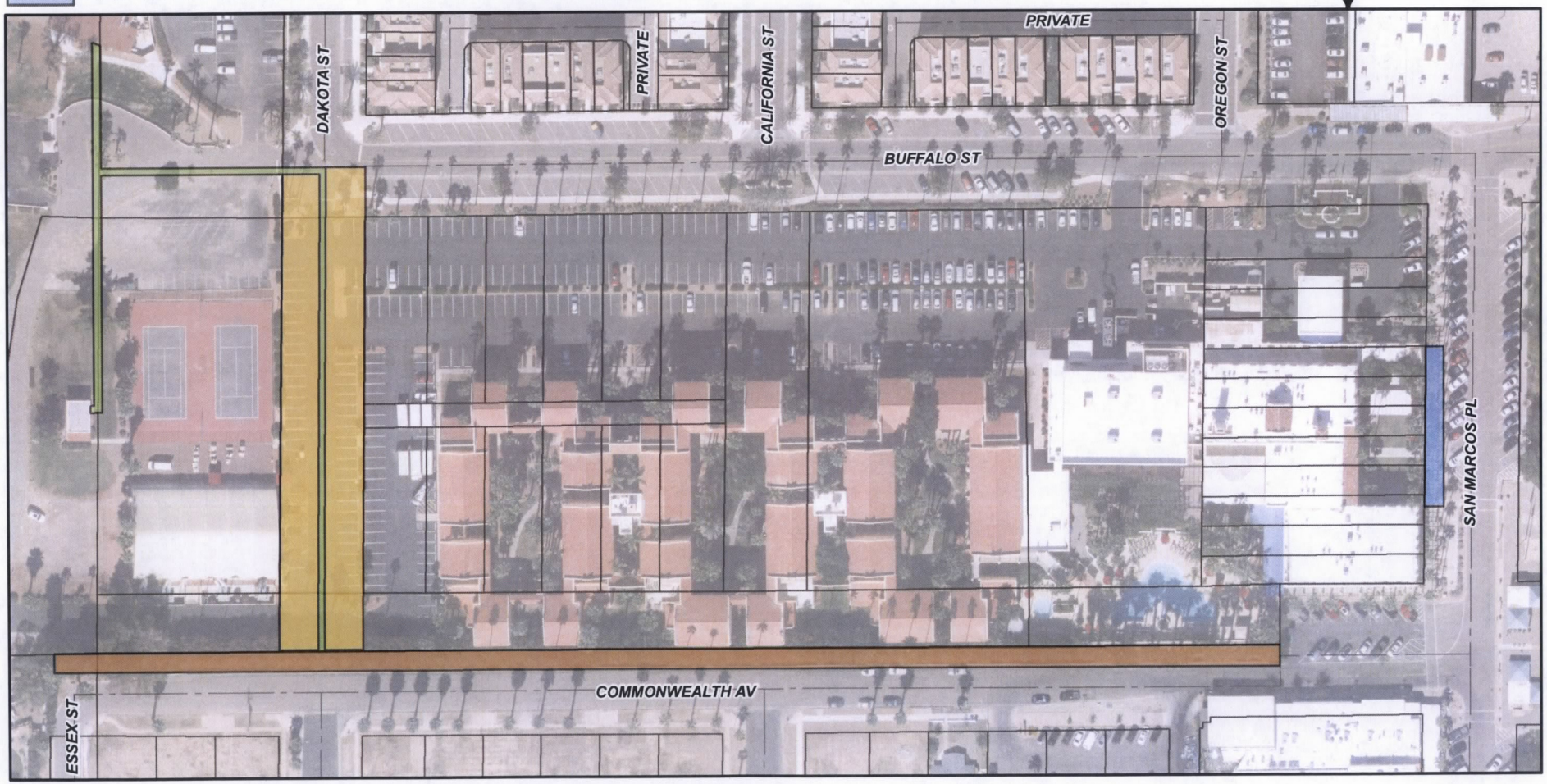
Chandler + Arizona

DAKOTA STREET IMPROVEMENTS
PROJECT NO. ST1511.201

MEMO NO. CP16-183



- NEW 15" SEWER
- NEW SEGMENT OF DAKOTA STREET
- SALT RIVER PROJECT CANAL IMPROVEMENTS
- SAN MARCOS RESORT FRONTAGE IMPROVEMENTS



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PROJECT TITLE: **Dakota Street Improvements**
PROJECT NO: **ST1511.201**

This Contract is made and entered into by and between the City of Chandler, Arizona, a municipal Corporation, hereinafter called the CITY, and **J2 Engineering & Environmental Design, LLC, a limited liability company doing business in Arizona**, hereinafter called DESIGN CONSULTANT.

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

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

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

1. DESCRIPTION OF PROJECT:

Dakota Street Improvements (450' of New Local Roadway between Buffalo Street and Commonwealth Avenue and associated 15"/18" sanitary sewer extension; approximately 800' of walking path and SRP irrigation canal improvements along Commonwealth Avenue and hardscape/landscape improvements on the east side of San Marcos Resort frontage.

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 **Two Hundred Seventy Five Thousand Seven Hundred Dollars and Fifty Four Cents ($275,700.54)**. 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 Task A within **Ninety (90)** calendar days and shall complete all services described in paragraph 3 Task B within **Three Hundred Sixty (360)** calendar days after "Notice to Proceed" is issued by the CITY, with a project milestone to complete the new Dakota Street segment and the new 15" sanitary sewer within **One Hundred Eighty** (180) calendar days after "Notice to Proceed" is issued by the CITY. In the event delays are experienced beyond the

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

6. OPINIONS OF PROBABLE COSTS (ESTIMATES):

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

7. APPROVALS:

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

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

8. REPORTING:

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

9. STANDARDS OF PERFORMANCE:

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

B. DESIGN CONSULTANT shall be familiar with CITY's Standard Details and Specifications and other relevant CITY regulations 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 of insolvent, makes a general assignments for the benefit of creditors, has a trustee or receiver appointed for its property, or files a petition to take advantage of any debtor's act;

(d) DESIGN CONSULTANT fails or refuses to perform any obligation under the Contract, or fails to remedy such nonperformance within seven (7) days after its occurrence;

(e) DESIGN CONSULTANT fails to comply with any applicable Laws and fails to remedy such nonperformance within seven (7) days after its occurrence;

(f) DESIGN CONSULTANT fails to achieve the required dates for performance required pursuant to the Contract.

14. TERMINATION FOR CONVENIENCE:

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

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

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

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

16. OWNERSHIP OF DOCUMENTS:

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

17. RE- USE OF DOCUMENTS:

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

18. NO KICK-BACK CERTIFICATION:

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

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

19. CONFLICT OF INTEREST:

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

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

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

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

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

20.3 Fees and Costs. Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Contract is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

21. CONTROLLING LAW:

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

22. REQUIRED COMPLIANCE WITH ARIZONA PROCUREMENT LAW:

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

A breach of the Design Consultant Immigration Warranty (Exhibit C) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

The City retains the legal right to inspect the papers of any Design Consultant or Subcontractor employee who works on this Contract to ensure that the Design Consultant or Subcontractor is complying with the Design Consultant Immigration Warranty. The Design Consultant agrees to assist the City in the conduct of any such inspections.

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

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

23. NO ASSIGNMENT:

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

24. NOTICES:

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

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this _____ day of _____ 2016.

CITY OF CHANDLER

_____
MAYOR Date

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

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney by: _____ SEAL

DESIGN CONSULTANT:

By: _____
Title: Vice President

ADDRESS FOR NOTICE
J2 Engineering & Environmental Design
4649 E. Cotton Gin Loop #B2
Phoenix AZ 85040
Phone: 602. 438 2221

ATTEST: If Corporation

_____
Secretary

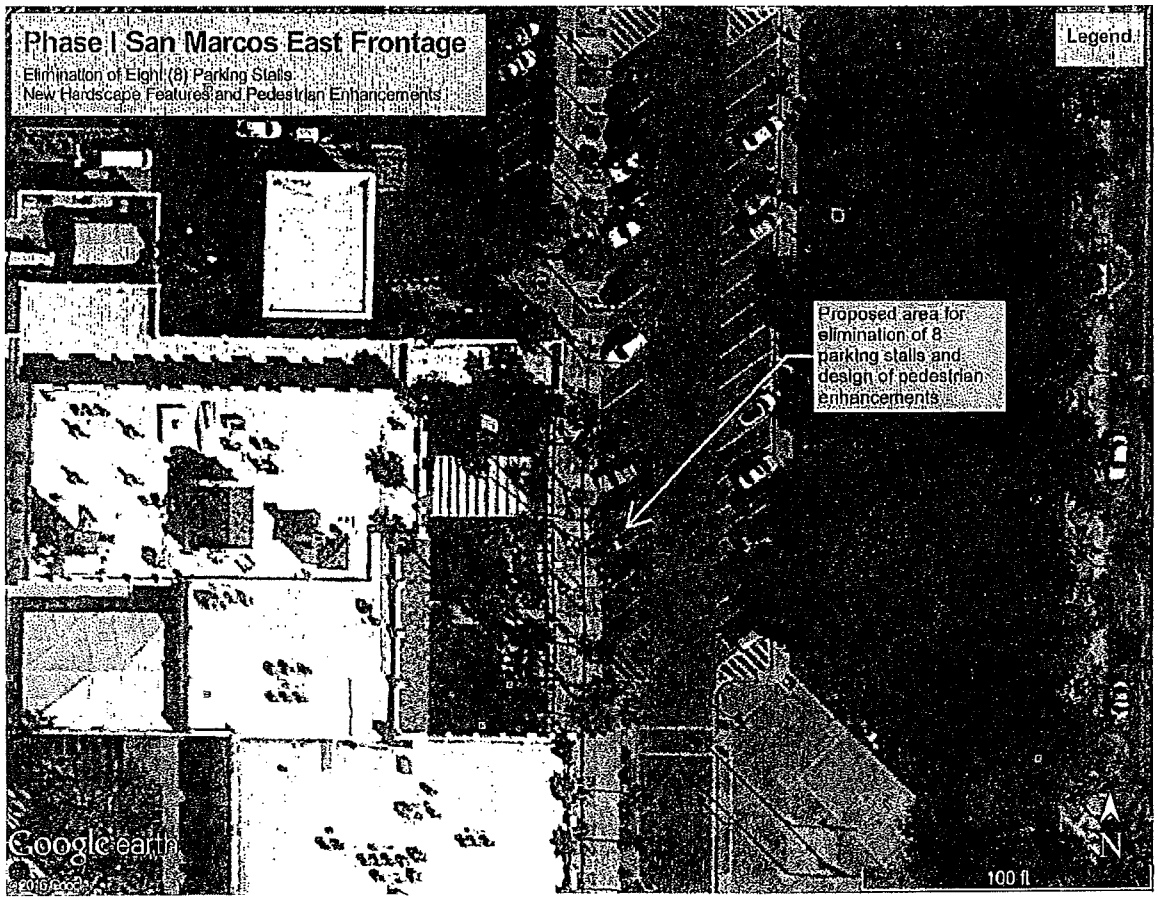
EXHIBIT A
SCOPE OF WORK

Due to significant coordination with outside stake holders and the Salt River Project/Bureau of Reclamation, this project must be completed in phases with milestones. The first phase, San Marcos East Frontage Landscape, shall be completed within ninety (90) calendar days after the "Notice to Proceed" is issued by the CITY. The second phase shall be completed within three hundred sixty (360) calendar days after the "Notice to Proceed" is issued by the CITY, with a project milestone to complete the new Dakota Street segment and the new 15" sanitary sewer within one hundred eighty (180) calendar days after the "Notice to Proceed" is issued by the CITY.

TASK A - PHASE I, EAST SIDE OF SAN MARCOS

The City of Chandler in partnership with the San Marcos Hotel will be removing the pavement from eight (8) parking stalls along the eastern frontage of the San Marcos Hotel. The detailed design for the pedestrian enhancements will be a direct reflection of the interaction and design decisions that are made and approved of by San Marcos as the key stakeholder with this Phase 1 design effort. In order to meet the project schedule, the City will be required to perform expedited design reviews. It is anticipated the review period will be 10 workings days, see attachments for the proposed schedule.

The design efforts for this phase of work will include the following area identified in the aerial below:



DESIGN CONSULTANT shall provide the following services:

Task A-100 – Data Collection Site Investigation
DESIGN CONSULTANT will initiate gathering information on the San Marcos site relative to existing information on utilities, irrigation system, existing conditions of pavement, curb and gutter, evaluation of street drainage and lighting, and other site features. This information will be used to integrate with the base survey being completed for this effort

and in the development of the base sheet information. The survey and geotechnical cost and effort for this phase is covered under Task B, Phase II.

Submittals/Products

- Design submittal for this task will be a topographic survey tied to City of Chandler datum.

Meetings

- One (1) Design Kickoff and Site Visit Meeting to evaluate existing site conditions and verify existing conditions against survey base file. **DESIGN CONSULTANT** will have four representatives at this meeting: our Project Principal, Project Manager, Project Landscape Architect, and Project Engineer. Time includes travel time to and from the site. This meeting is programmed to be two (2) hours in length. **DESIGN CONSULTANT** will prepare the agenda, sign in forms, base sheets from topographic survey to initiate discussions with the stakeholders. **DESIGN CONSULTANT** will issue meeting minutes following the meeting.
- One (1) initial meeting with City staff, DCCP and San Marcos staff to ascertain the goals and objectives desired for the replacement hardscape and pedestrian enhancements for this reclaimed area. **DESIGN CONSULTANT** will have three representatives at this meeting: our Project Principal, Project Manager and Project Landscape Architect. Time includes travel time to and from the site. This meeting is programmed to be two (2) hours in length. **DESIGN CONSULTANT** will prepare the agenda, sign in forms, base sheets from topographic survey to initiate discussions with the stakeholders. **DESIGN CONSULTANT** will issue meeting minutes following the meeting.

Task A-101 – 15% Preliminary Design

DESIGN CONSULTANT will initiate the development of design concepts for this area east of San Marcos. The design will reflect the goals and objectives described to the **DESIGN CONSULTANT** by both the City of Chandler and San Marcos representatives in Task A-100.

Submittals/Products

- **DESIGN CONSULTANT** shall submit four (4) full size sets of plans and four (4) half sized sets of plans developed to a 15% level of completion to the City of Chandler for distribution, review and comment.
  - Plan Set is anticipated to include the following:
    - Cover Sheet (1)
    - General Notes Sheet (1)
    - Demolition/Removal Plan Sheet (1)
    - Coordinate Geometry Plan Sheet (1)
    - Curbing & Sidewalk Layout Sheet (1)
    - Landscape/Hardscape Plan Sheet (1)
    - Irrigation Plan Sheet (1)
    - Detail Sheets (2)
    - Construction Sequencing Plan not applicable at 15%
    - Street Lighting Sheet (Wright Engineering)
  - A Preliminary Opinion of Probable Construction Cost Estimate

Meetings

- One (1) Design Presentation/Discussion meeting with City staff, DCCP and San Marcos staff to discuss the 15% design for this reclaimed area. J2 will have three representatives at this meeting: our Project Principal, Project Manager and Project Landscape Architect. Time includes travel time to and from the site. This meeting is programmed to be three (2) hours in length. **DESIGN CONSULTANT** will prepare the agenda, sign in forms, and design concepts to initiate discussions with the stakeholders. **DESIGN CONSULTANT** will issue meeting minutes following the meeting.

Task A-102 – 60% Design Development

DESIGN CONSULTANT will revise the 15% submittal plans and bring the set of plans to a 60% level of completion. Design Development plans will show the character and scope of the work to be performed for this phase of work items by the contractor(s) on the project.

Submittals/Products

- **DESIGN CONSULTANT** shall submit four (4) full size sets of plans and four (4) half sized sets of plans developed to a 60% level of completion to the City of Chandler for distribution and review and comment.
  - Plan Set is anticipated to include the following:
    - Cover Sheet (1)
    - General Notes Sheet (1)

        - Demolition / Removal Plan Sheet (1)
        - Coordinate Geometry Plan Sheet (1)
        - Curbing & Sidewalk Layout Sheet (1)
        - Landscape / Hardscape Plan Sheet (1)
        - Irrigation Plan Sheet (1)
        - Detail Sheets (2)
        - Construction Sequencing Plan Sheet (1)
        - Street Lighting Sheet (Wright Engineering)
    - Set of Specifications in MAG format for bidding purposes
    - A Revised Opinion of Probable Construction Cost Estimate
    - Electronic PDF deliverables of the Plans, Specifications, Cost Estimate and Review Comment Responses

Meeting

- One (1) Comment Resolution Meeting. **DESIGN CONSULTANT** will have two representatives at this meeting: our Project Manager and Project Landscape Architect. Time includes travel time to and from the site. This meeting is programmed to be two (2) hours in length. **DESIGN CONSULTANT** will prepare the agenda, sign in forms, and comment resolution form for review and approval of comments received. **DESIGN CONSULTANT** will issue meeting minutes following the meeting.

Task A-103 – Final Design – Plans, Specifications, and Estimate (PS&E)
DESIGN CONSULTANT will revise the 60% submittal plans and bring the set of plans to a construction level of completion Final ready for bidding. Construction documents that clearly show the work to be performed for this phase of work items by the contractor(s) on the project.

Submittals/Products

- **DESIGN CONSULTANT** shall submit one set of sealed construction documents for the City to issue for bidding.
    - Plan Set is anticipated to include the following:
        - Cover Sheet (1)
        - General Notes Sheet (1)
        - Demolition / Removal Plan Sheet (1)
        - Coordinate Geometry Plan Sheet (1)
        - Curbing & Sidewalk Layout Sheet (1)
        - Landscape / Hardscape Plan Sheet (1)
        - Irrigation Plan Sheet (1)
        - Detail Sheets (2)
        - Construction Sequencing Plan Sheet (1)
        - Street Lighting Sheet (Wright Engineering)
    - Set of Sealed Specifications in MAG format for bidding purposes
    - A Revised Opinion of Probable Construction Cost Estimate
    - Electronic PDF deliverables of the Plans, Specifications, Cost Estimate and Review Comment Responses

Meeting

- Bid Ready Meeting / Efforts. **DESIGN CONSULTANT** will have three representatives at this meeting: our Project Principal, Project Manager and Project Landscape Architect. Time includes travel time to and from the site. The meeting / effort is programmed to be four (2) hours in length. **DESIGN CONSULTANT** will prepare the agenda, sign in forms, and questions regarding coordination of bidding documents with City staff. **DESIGN CONSULTANT** will issue any meeting minutes following the meeting. This includes bidding assistance with the City including an engineer's estimate, bid schedule, pre-bid meeting and addendum responses.

The following tasks are <u>not</u> included in this scope of services for TASK A:

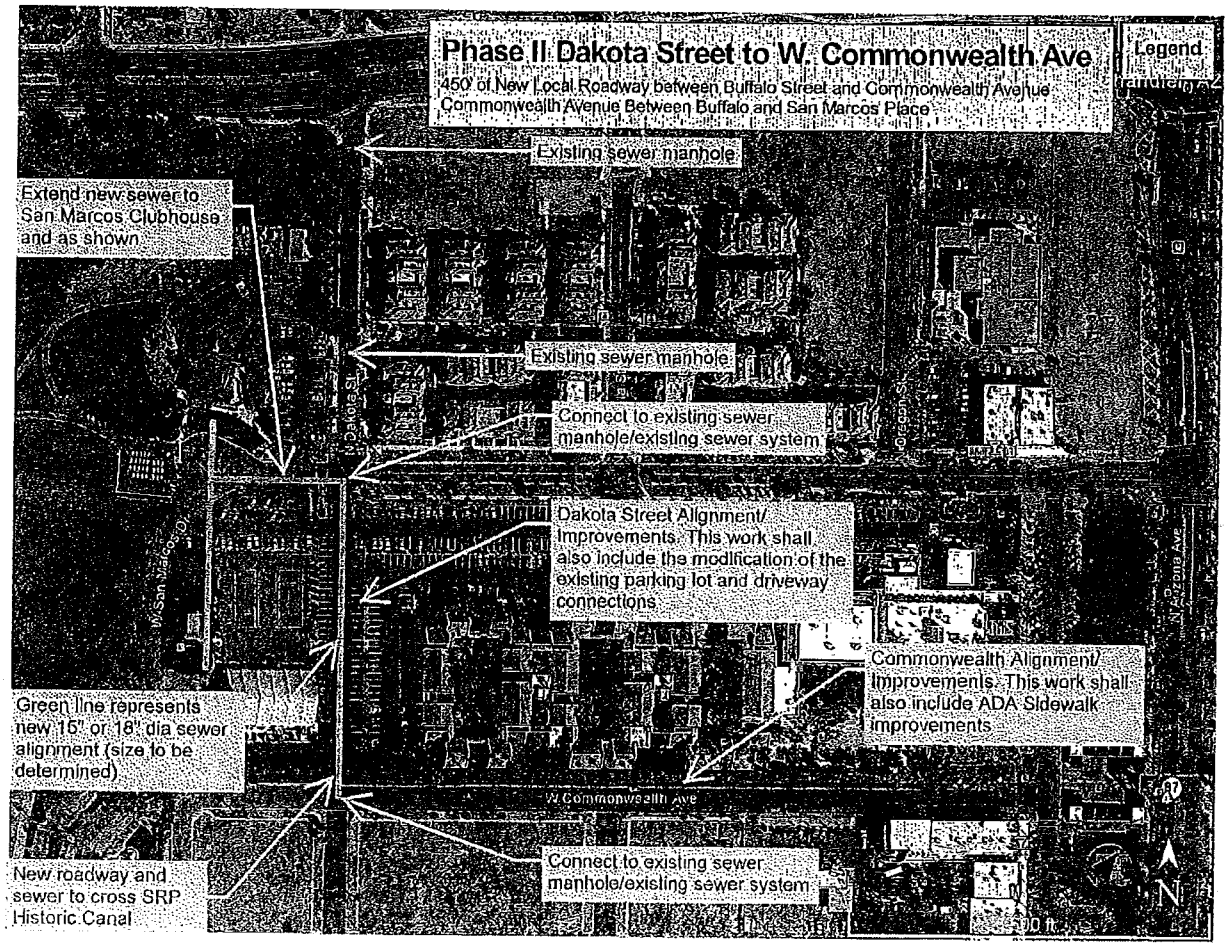
1. The topographic survey is limited to the areas shown in the document. The topographic survey does not include the development of an ALTA, Boundary or Title survey. Property line information shall be provided to **DESIGN CONSULTANT** by the City to establish the limits of the topographic survey.
2. City of Chandler shall provide all necessary title reports to the Design Team to establish any boundary and easements. **DESIGN CONSULTANT** has not included the development of creating any new easements with this phase of the project.

3. The Design Team has not included any re-platting or rezoning efforts in this scope of services.
4. Off-Site improvements (design for improvements outside the parking space removal area as shown in the graphic on page 2).
5. Reproduction beyond or above what has been stated
6. **DESIGN CONSULTANT** is not providing any permitting or fees for any permitting or permit reviews
7. **DESIGN CONSULTANT** will not be responsible for any building design or structure elements or features
8. Construction Management Services (Post-design Construction Administration Services are not included in this scope)
9. **DESIGN CONSULTANT** will not provide any environmental services including SWPPP or NOI efforts. This is the responsibility of the Contractor.
10. This scope does not include any public meeting participation or development of any supportive graphics
11. **DESIGN CONSULTANT**'s scope of services does not include the design of any traffic signal design, construction sequencing, or traffic control plans.
12. **DESIGN CONSULTANT** will not provide any 404 Permitting or USACE reviews.
13. **DESIGN CONSULTANT** has not included any native plant inventory or salvage plans and or details.
14. **DESIGN CONSULTANT** will not be providing any Structural Engineering.
15. **DESIGN CONSULTANT** will not be providing any hydrant flow testing

TASK B - PHASE II, DAKOTA STREET AND WEST COMMONWEALTH AVENUE

The City of Chandler, in partnership with the San Marcos Hotel, will be connecting Dakota Street between Buffalo and Commonwealth and also improving Commonwealth Avenue from Dakota east to San Marcos Place.

The design efforts for this phase of work will include the following area identified in the aerial below:



DESIGN CONSULTANT shall provide the following services:

TASK B-200 Phase II Dakota Street and Commonwealth Avenue / Pre-Design / Survey / Data Collection
Purpose: To collect site data, as-builts, survey, and geotechnical engineering required for the construction documentation effort and to gather staff input to finalize pavement section and other streetscape and pedestrian enhancement goals and objectives.

Method:

1. Identify private utilities, contact utility companies and begin coordination and identify possible relocations
2. Review base information and background data
3. Coordinate Survey and Topography @ 1 foot contour intervals
4. Define utility needs and potential coordination issues
5. Coordinate geotechnical engineering and evaluations
6. Coordinate Design with City Staff, Downtown Chandler Community Partnership (DCCP), San Marcos, DC Heights other City invited key stakeholders
7. Confirm project program and design elements
8. Confirm project budget

Products:

- Field notes, photographs
- Survey field data collection (map and digital) – survey tied to City datum
- Geotechnical report
- Final project program and project budget allocation with City
- Provide two (2) copies of geotechnical report for review to City

Meetings:

- One (1) Project Kickoff Meeting and One (1) Site Visit Meeting with City Staff, Downtown Chandler Community Partnership (DCCP), San Marcos, DC Heights and other City invited key stakeholders and the **DESIGN CONSULTANT** Design Team. **DESIGN CONSULTANT** will have four representatives at these meetings: our Project Principal, Project Manager, Project Landscape Architect and Project Engineer. Each meeting is programmed to be one and a half (1.5) hours in length. **DESIGN CONSULTANT** will prepare the agenda, sign in forms, base sheets from topographic survey to initiate discussions with the stakeholders. **DESIGN CONSULTANT** will issue meeting minutes following the meetings.
- Two (2) Progress Meetings with City Staff. **DESIGN CONSULTANT** will have three representatives at these meetings: our Project Manager, Project Landscape Architect and Project Engineer. These meetings are programmed to be one and a half (1.5) hours in length. **DESIGN CONSULTANT** will prepare the agenda, sign in forms, and preliminary plan sheets and details for discussion with City staff. **DESIGN CONSULTANT** will issue meeting minutes following the meetings.
- Two (2) Coordination Meetings with Salt River Project (SRP) and Bureau of Reclamation (BOR). **DESIGN CONSULTANT** will have three representatives at this meeting: our Project Manager, Project Landscape Architect and Project Engineer. This meeting is programmed to be one and a half (1.5) hours in length. **DESIGN CONSULTANT** will prepare the agenda, sign in forms, and preliminary plan sheets and details for discussion with SRP and BOR. **DESIGN CONSULTANT** will issue meeting minutes following the meetings.
- One (1) Meeting w/ DCCP, San Marcos, Local Business Owners & City Staff for project update. **DESIGN CONSULTANT** will have four representatives at this meeting: our Project Principal, Project Manager, Project Landscape Architect and Project Engineer. This meeting is programmed to be two (2) hours in length. **DESIGN CONSULTANT** will prepare the agenda, sign in forms, and preliminary plan sheets, details and renderings for discussion with City staff and key stakeholders for review and comment. **DESIGN CONSULTANT** will issue meeting minutes following the meeting.

Task B-201 – 30% Preliminary Design
Purpose: Develop the project design and estimate; define pedestrian pathways, develop place-making and engineering elements; and coordinate utilities & design disciplines. The **DESIGN CONSULTANT** will coordinate with City staff.

Submittals/Products

- **DESIGN CONSULTANT** shall submit four (4) full size sets of plans and four (4) half sized sets of plans developed to a 30% level of completion to the City of Chandler for distribution and review and comment.
- Plan Set for Dakota Street and Commonwealth Avenue is anticipated to include the following:
    - Cover Sheet (1)

        - General Notes Sheet (1)
        - Demolition / Removal Plan Sheets (4)
        - Roadway Plan / Profile Sheets (4)
        - SRP Culvert Crossing Plan / Profile (1)
        - Civil Summary Sheet (1)
        - Civil Detail Sheets (2)
        - San Marcos Parking Lot Modification Layout Sheet (1)
        - Pavement Marking and Signing Notes (1)
        - Sign Summary (2)
        - Pavement Marking and Signing Plan Sheets (4)
        - Sign Format Sheet (1)
        - Hardscape Plan Sheets (4)
        - Hardscape Summary Sheet (1)
        - Landscape / Irrigation Plan Sheets (4)
        - Landscape / Irrigation Summary Sheet (1)
        - Landscape / Irrigation Detail Sheets (2)
        - Construction Sequencing Plan not applicable at 30%
        - Street Lighting Sheet (Wright Engineering)
        - Erosion & Sediment Control Plans not applicable at 30%
    - Outline of Specifications in MAG format for bidding purposes
    - An Opinion of Probable Construction Cost Estimate

- Plan Set for SRP Canal work is anticipated to include the following:
        - SRP Cover Sheet (1)
        - SRP General Notes (1)
        - SRP Canal Plan Sheets (2)
        - SRP Canal Details (1)
        - ADA Sidewalk Layout Sheet (1)
    - Note: No Specifications with the SRP set as their standards will be used
    - An Opinion of Probable Construction Cost Estimate

- Plan Set for Sewer Line Additions in Dakota Street not applicable at 30%

Meetings

- One (1) Public Meeting. **DESIGN CONSULTANT** will have four representatives at this meeting: our Project Principal, Project Manager, Project Landscape Architect, and Project Engineer. Time includes travel time to and from the site. This meeting is programmed to be three (3) hours in length. **DESIGN CONSULTANT** will prepare the agenda, sign in forms, and preliminary plan sheets, details and renderings for discussion with City staff and key stakeholders for review and comment. **DESIGN CONSULTANT** will issue meeting minutes following the meeting. The City shall facilitate the Public Meeting.
- One (1) Comment Resolution Meeting including SRP/BOR. **DESIGN CONSULTANT** will have three representatives at this meeting: our Project Manager, Project Landscape Architect and Project Engineer. Time includes travel time to and from the site. This meeting is programmed to be two (2) hours in length. **DESIGN CONSULTANT** will prepare the agenda, sign in forms, and comment resolution form for review and approval of comments received. **DESIGN CONSULTANT** will issue meeting minutes following the meeting.

Task B-202 – 60% Design Development

Purpose: To refine and revise the project design, estimate, and specifications; further develop placemaking and engineering elements; and coordinate utilities & design disciplines. The **DESIGN CONSULTANT** will coordinate with City staff and CMAR if this delivery method is utilized.

Submittals/Products

- **DESIGN CONSULTANT** shall submit four (4) full size sets of plans and four (4) half sized sets of plans developed to a 60% level of completion to the City of Chandler for distribution and review and comment.
- Plan Set for Dakota Street and Commonwealth Avenue is anticipated to include the following:
        - Cover Sheet (1)
        - General Notes Sheet (1)
        - Demolition / Removal Plan Sheets (4)
        - Roadway Plan / Profile Sheets (4)
        - SRP Culvert Crossing Plan / Profile Sheet (1)
        - Civil Summary Sheet (1)

        - Civil Detail Sheets (2)
        - San Marcos Parking Lot Modification Layout Sheet (1)
        - Pavement Marking and Signing Notes (1)
        - Sign Summary (2)
        - Pavement Marking and Signing Plan Sheets (4)
        - Sign Format Sheet (1)
        - Hardscape Plan Sheets (4)
        - Hardscape Summary Sheet (1)
        - Landscape / Irrigation Plan Sheets (4)
        - Landscape / Irrigation Summary Sheet (1)
        - Landscape / Irrigation Detail Sheets (2)
        - Construction Sequencing Plan Sheet (1)
        - Street Lighting Sheet (Wright Engineering)
        - Erosion & Sediment Control Cover & Index (2)
        - Erosion & Sediment Control Detail Sheets (2)
        - Erosion & Sediment Control Plan Sheets (2)
    - Set of Revised Specifications in MAG format for bidding purposes
    - A Revised Opinion of Probable Construction Cost Estimate
    - Electronic PDF deliverables of the Plans, Specifications, Cost Estimate and Review Comment Responses

- SRP Plan Set for SRP Canal work is anticipated to include the following:
        - SRP Cover Sheet (1)
        - SRP General Notes (1)
        - SRP Canal Plan Sheets (2)
        - SRP Canal Details (1)
        - ADA Sidewalk Layout Sheet (1)
    - Note: No Specifications with the SRP set as their standards will be used
    - A Revised Opinion of Probable Construction Cost Estimate
    - Electronic PDF deliverables of the Plans, Cost Estimate and Review Comment Responses

- Plan Set for Sewer Line Additions in Dakota Street
        - Sewer Cover Sheet (1)
        - Sewer General Notes Sheet (1)
        - Sewer Plan & Profile Sheets (2)
        - Sewer Details Sheet (1)
        - Sewer Jack & Bore Detail Sheet (1)
    - A Revised Set of Specifications in MAG format for bidding purposes for sewer line
    - A Revised Opinion of Probable Construction Cost Estimate
    - Electronic PDF deliverables of the Plans, Specifications, Cost Estimate and Review Comment Responses

Meetings

- One (1) Public Meeting. **DESIGN CONSULTANT** will have four representatives at this meeting: our Project Principal, Project Manager, Project Landscape Architect, and Project Engineer. Time includes travel time to and from the site. This meeting is programmed to be three (3) hours in length. **DESIGN CONSULTANT** will prepare the agenda, sign in forms, and preliminary plan sheets, details and renderings for discussion with City staff and key stakeholders for review and comment. **DESIGN CONSULTANT** will issue meeting minutes following the meeting. The City shall facilitate the Public Meeting.
- One (1) Comment Resolution Meeting including SRP/BOR. **DESIGN CONSULTANT** will have three representatives at this meeting: our Project Manager, Project Landscape Architect and Project Engineer. Time includes travel time to and from the site. This meeting is programmed to be two (2) hours in length. **DESIGN CONSULTANT** will prepare the agenda, sign in forms, and comment resolution form for review and approval of comments received. **DESIGN CONSULTANT** will issue meeting minutes following the meeting.
- One (1) Coordination Meeting with Salt River Project (SRP) and Bureau of Reclamation (BOR). **DESIGN CONSULTANT** will have three representatives at this meeting: our Project Manager, Project Landscape Architect and Project Engineer. This meeting is programmed to be one (1) hour in length. **DESIGN CONSULTANT** will prepare the agenda, sign in forms, and preliminary plan sheets and details for discussion with SRP and BOR. **DESIGN CONSULTANT** will issue meeting minutes following the meetings.

Task B-203 – 95% Design

Purpose: To refine and revise the project design, estimate, and specifications to achieve a 95% level of completion; further develop placemaking and engineering elements as well as coordinate utilities & design disciplines. The **DESIGN CONSULTANT** will coordinate with City staff and CMAR if this delivery method is utilized.

Submittals/Products

- **DESIGN CONSULTANT** shall submit four (4) full size sets of plans and four (4) half sized sets of plans developed to a 95% level of completion to the City of Chandler for distribution and review and comment.
- Plan Set for Dakota Street and Commonwealth Avenue is anticipated to include the following:
    - Cover Sheet (1)
    - General Notes Sheet (1)
    - Demolition / Removal Plan Sheets (4)
    - Roadway Plan / Profile Sheets (4)
    - SRP Culvert Crossing Plan / Profile Sheet (1)
    - Civil Summary Sheet (1)
    - Civil Detail Sheets (2)
    - San Marcos Parking Lot Modification Layout Sheet (1)
    - Pavement Marking and Signing Notes (1)
    - Sign Summary (2)
    - Pavement Marking and Signing Plan Sheets (4)
    - Sign Format Sheet (1)
    - Hardscape Plan Sheets (4)
    - Hardscape Summary Sheet (1)
    - Landscape / Irrigation Plan Sheets (4)
    - Landscape / Irrigation Summary Sheet (1)
    - Landscape / Irrigation Detail Sheets (2)
    - Construction Sequencing Plan Sheet (1)
    - Street Lighting Sheet (Wright Engineering)
    - Erosion & Sediment Control Cover & Index (2)
    - Erosion & Sediment Control Detail Sheets (2)
    - Erosion & Sediment Control Plan Sheets (2)
  - A Revised Set of Specifications in MAG format for bidding purposes
  - A Revised Opinion of Probable Construction Cost Estimate
  - Electronic PDF deliverables of the Plans, Specifications, Cost Estimate and Review Comment Responses

- SRP Plan Set for SRP Canal work is anticipated to include the following:
    - SRP Cover Sheet (1)
    - SRP General Notes (1)
    - SRP Canal Plan Sheets (2)
    - SRP Canal Details (1)
    - ADA Sidewalk Layout Sheet (1)
  - Note: No Specifications with the SRP set as their standards will be used
  - A Revised Opinion of Probable Construction Cost Estimate
  - Electronic PDF deliverables of the Plans, Cost Estimate and Review Comment Responses

- Plan Set for Sewer Line Additions in Dakota Street
    - Sewer Cover Sheet (1)
    - Sewer General Notes Sheet (1)
    - Sewer Plan & Profile Sheets (2)
    - Sewer Details Sheet (1)
    - Sewer Jack & Bore Detail Sheet (1)
  - A Revised Set of Specifications in MAG format for bidding purposes for sewer line
  - A Revised Opinion of Probable Construction Cost Estimate
  - Electronic PDF deliverables of the Plans, Specifications, Cost Estimate and Review Comment Responses

Meetings

- One (1) Comment Resolution Meeting including SRP/BOR. **DESIGN CONSULTANT** will have three representatives at this meeting: our Project Manager, Project Landscape Architect and Project Engineer. Time includes travel time to and from the site. This meeting is programmed to be two (2) hours in length. **DESIGN**

CONSULTANT will prepare the agenda, sign in forms, and comment resolution form for review and approval of comments received. **DESIGN CONSULTANT** will issue meeting minutes following the meeting.

- One (1) Coordination Meeting with Salt River Project (SRP) and Bureau of Reclamation (BOR). **DESIGN CONSULTANT** will have three representatives at this meeting: our Project Manager, Project Landscape Architect and Project Engineer. This meeting is programmed to be one (1) hour in length. **DESIGN CONSULTANT** will prepare the agenda, sign in forms, and preliminary plan sheets and details for discussion with SRP and BOR. **DESIGN CONSULTANT** will issue meeting minutes following the meetings.

Task B-204 - Final Design – Plans, Specifications, and Estimate (PS&E)
Purpose: To provide Final Contract Documents, sealed by an Arizona registered professional per each respective area of expertise, suitable for public works construction. The **DESIGN CONSULTANT** will coordinate with City staff and shall also assist the City during this phase by answering contract document questions and preparing necessary addenda for construction. The **DESIGN CONSULTANT** will coordinate with CMAR if this delivery method is utilized.

Submittals/Products

- **DESIGN CONSULTANT** shall submit one set of full sized sealed plans and four (4) half sized sets of sealed plans developed to a bid ready level of completion to the City of Chandler for bidding.

- Plan Set for Dakota Street and Commonwealth Avenue is anticipated to include the following:
    - Cover Sheet (1)
    - General Notes Sheet (1)
    - Demolition / Removal Plan Sheets (4)
    - Roadway Plan / Profile Sheets (4)
    - SRP Culvert Crossing Plan / Profile Sheet (1)
    - Civil Summary Sheet (1)
    - Civil Detail Sheets (2)
    - San Marcos Parking Lot Modification Layout Sheet (1)
    - Pavement Marking and Signing Notes (1)
    - Sign Summary (2)
    - Pavement Marking and Signing Plan Sheets (4)
    - Sign Format Sheet (1)
    - Hardscape Plan Sheets (4)
    - Hardscape Summary Sheet (1)
    - Landscape / Irrigation Plan Sheets (4)
    - Landscape / Irrigation Summary Sheet (1)
    - Landscape / Irrigation Detail Sheets (2)
    - Construction Sequencing Plan Sheet (1)
    - Street Lighting Sheet (Wright Engineering)
    - Erosion & Sediment Control Cover & Index (2)
    - Erosion & Sediment Control Detail Sheets (2)
    - Erosion & Sediment Control Plan Sheets (2)
  - A Revised Set of Specifications in MAG format for bidding purposes
  - A Revised Opinion of Probable Construction Cost Estimate
  - Electronic PDF deliverables of the Plans, Specifications, Cost Estimate and Review Comment Responses

- SRP Plan Set for SRP Canal work is anticipated to include the following
    - SRP Cover Sheet (1)
    - SRP General Notes (1)
    - SRP Canal Plan Sheets (2)
    - SRP Canal Details (1)
    - ADA Sidewalk Layout Sheet (1)
  - Note: No Specifications with the SRP set as their standards will be used
  - A Revised Opinion of Probable Construction Cost Estimate
  - Electronic PDF deliverables of the Plans, Cost Estimate and Review Comment Responses

- Plan Set for Sewer Line Additions in Dakota Street
    - Sewer Cover Sheet (1)
    - Sewer General Notes Sheet (1)
    - Sewer Plan & Profile Sheets (2)
    - Sewer Details Sheet (1)

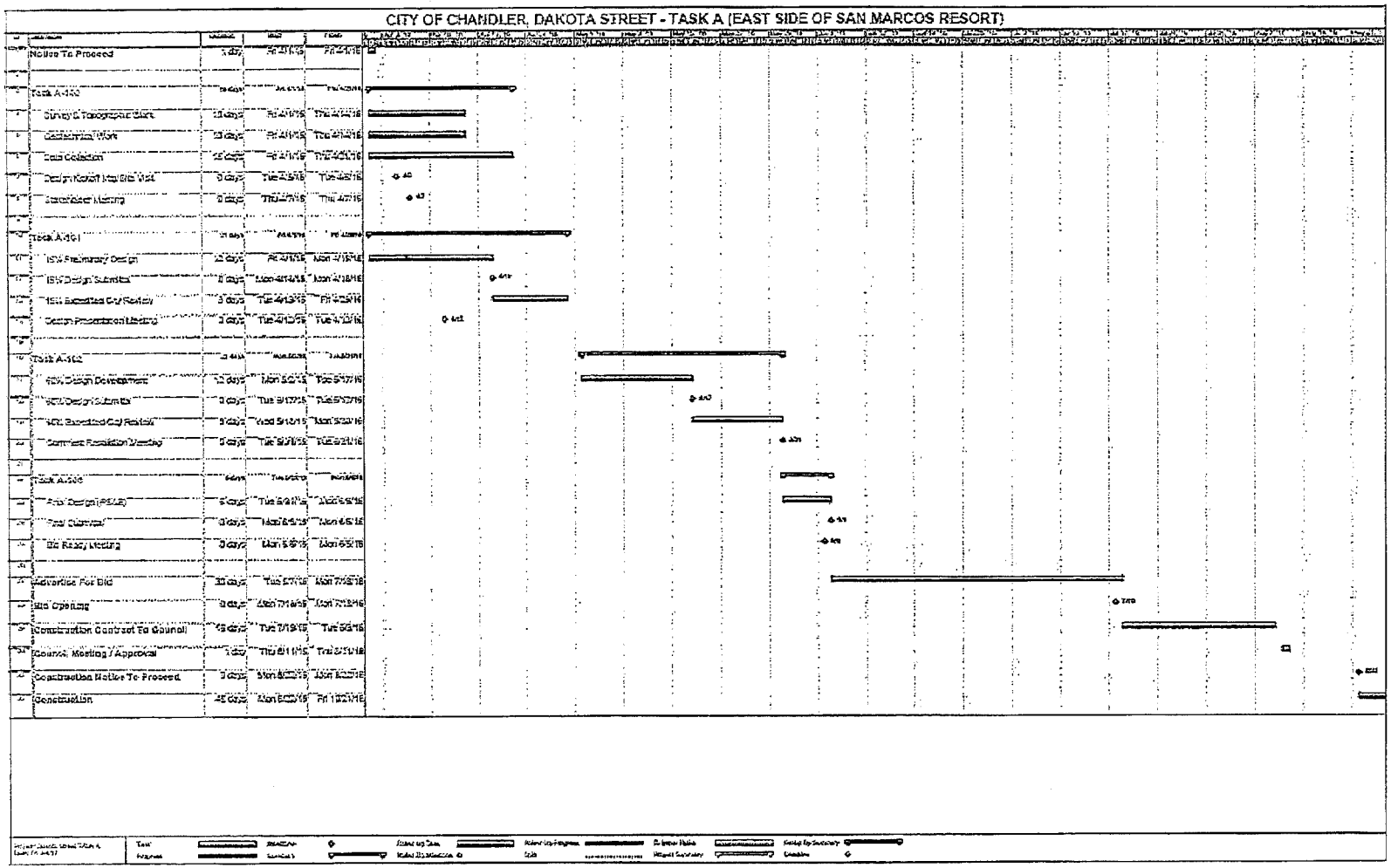
- Sewer Jack & Bore Detail Sheet (1)
  - A Revised Set of Specifications in MAG format for bidding purposes for sewer line
  - A Revised Opinion of Probable Construction Cost Estimate
  - Electronic PDF deliverables of the Plans, Specifications, Cost Estimate and Review Comment Responses

Meeting
Bid Ready Meeting / Efforts. **DESIGN CONSULTANT** will have three representatives at this meeting: our Project Manager, Project Landscape Architect and Project Engineer. Time includes travel time to and from the site. The meeting / effort is programmed to be four (4) hours in length. **DESIGN CONSULTANT** will prepare the agenda, sign in forms, and questions regarding coordination of bidding documents with City staff. **DESIGN CONSULTANT** will issue any meeting minutes following the meeting. This includes bidding assistance with the City including an engineer's estimate, bid schedule, pre-bid meeting and addendum responses.

Maricopa County Environmental Services Department (MCESD)
Permits & Review Fees – Approval To Construct (ATC), Approval Of Construction (AOC)
DESIGN CONSULTANT will coordinate and obtain the required sewer ATC from the County, this effort includes all required County checklist items such as the application, sealed hard copy set of plans and specifications, wastewater report and **DESIGN CONSULTANT** will pay the expedited initial review fee (Gravity Sewer Collection System 50 connections) at a fee of $500, which is doubled for the expedited review for a total of $1,000. In addition, **DESIGN CONSULTANT** will obtain the AOC after the sewer construction is completed and as-built. Any fees required after this initial review fee will be paid directly by the City.

The following tasks are <u>not</u> included in this scope of services for TASK B:

1. The topographic survey is limited to the areas shown in the document. The topographic survey does not include the development of an ALTA, Boundary or Title survey. Property line information shall be provided to **DESIGN CONSULTANT** by the City to establish the limits of the topographic survey.
2. City of Chandler shall provide all necessary title reports to the Design Team to establish any boundary and easements. **DESIGN CONSULTANT** has not included the development of creating any new easements with this phase of the project.
3. The Design Team has not included any re-platting or rezoning efforts in this scope of services
4. Off-Site improvements (design for improvements outside the parking space removal area as shown in the graphic on page 2).
5. Reproduction beyond or above what has been stated.
6. **DESIGN CONSULTANT** is not providing any permitting or fees for any permitting or permit reviews
7. **DESIGN CONSULTANT** will not be responsible for any building design or structure elements or features
8. Construction Management Services (Post-design Construction Administration Services are not included in this scope)
9. **DESIGN CONSULTANT** will not provide any environmental services including SWPPP or NOI efforts. This is the responsibility of the Contractor.
10. **DESIGN CONSULTANT**'s scope of services does not include the design of any traffic signal design, construction sequencing, or traffic control plans.
11. **DESIGN CONSULTANT** will not provide any 404 Permitting or USACE reviews.
12. **DESIGN CONSULTANT** has not included any native plant inventory or salvage plans and or details.
13. **DESIGN CONSULTANT** will not be providing any Structural Engineering.
14. **DESIGN CONSULTANT** will not be providing any hydrant flow testing.


CITY OF CHANDLER, DAKOTA STREET - TASK A (EAST SIDE OF SAN MARCOS RESORT)
Notice To Proceed
Task A-100
Task A-101
Task A-102
Task A-103
Advertise For Bid
Bid Opening
Construction Contract To Council
Council Meeting / Approval
Construction Notice To Proceed
Construction

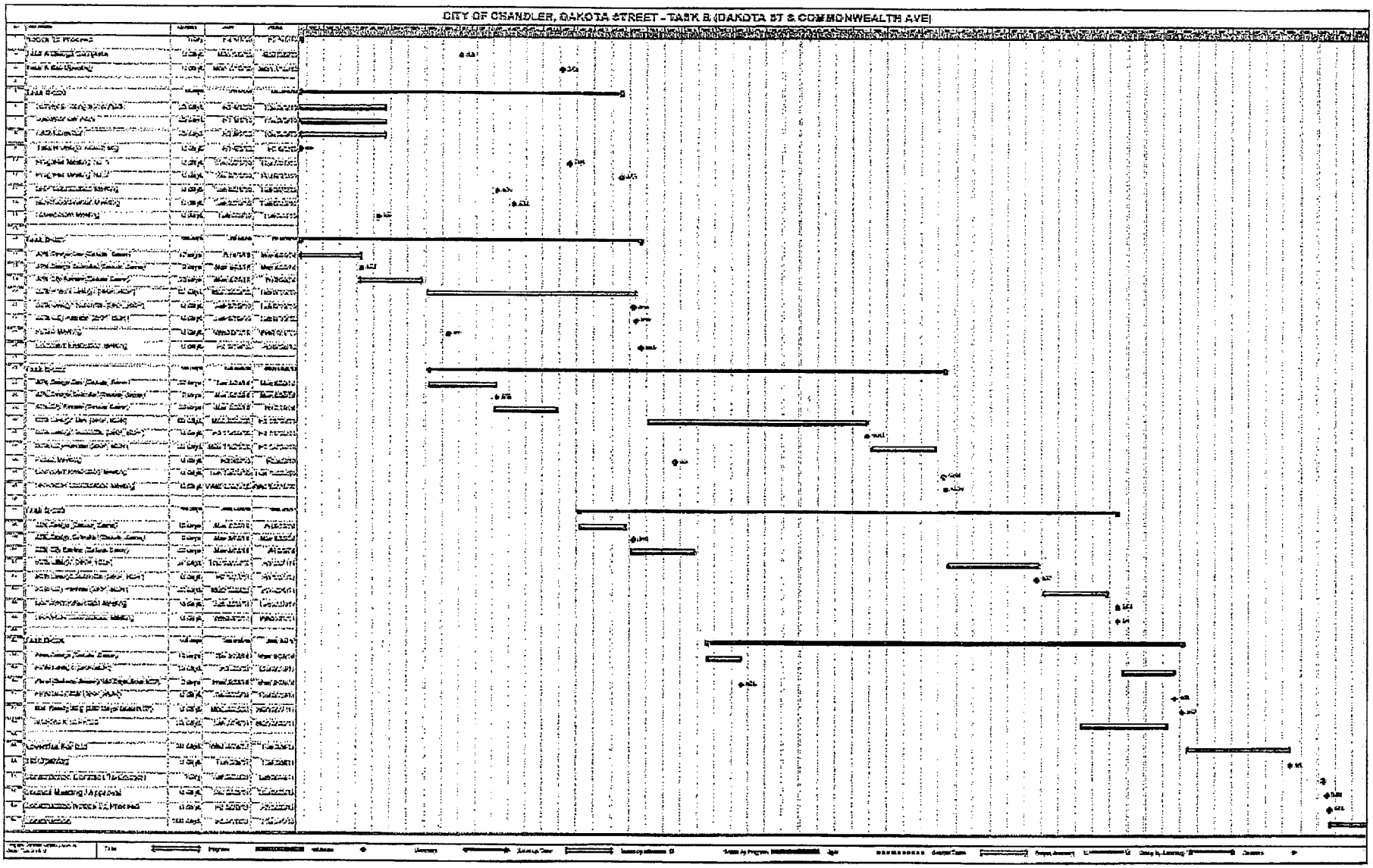

CITY OF CHANDLER, DAKOTA STREET - TASK B (DAKOTA ST & COMMONWEALTH AVE)

EXHIBIT B
FEE SCHEDULE

Exhibit B1 - Task A Fee Schedule	Project Principal	Project Manager	Project Engineer	Engineer	Project Landscape Architect	Designer	Designer - Sr.	Total
	$68.00	$57.17	$42.50	$39.00	$41.08	$29.54	$37.38	
Task A- Data Collection Site Investigation								
Data Collection Existing Information Gathering		2		2	4	2	2	12
Anticipated Meetings								
One (1) Design Kickoff and Site Visit Meeting	2	2	2		2			8
One (1) Initial Design Presentation / Discussion Meeting with City staff, DCCP and San Marcos staff	2	2			2			6
Task A-101 15% Preliminary Design								
Cover Sheet (1)				1		2	2	5
General Notes Sheet (1)				1		2	2	5
Demolition / Removal Plan Sheet (1)			2	2		2	4	10
Coordinate Geometry Plan Sheet (1)			2	4		2	4	12
Curbing & Sidewalk Layout Sheet (1)			2	4				6
Landscape / Hardscape Plan Sheet (1)		1			4	4	4	13
Irrigation Plan Sheet (1)					4	4	4	12
Detail Sheets (2)				4	4	6	6	20
Prelim Opinion of Probable Construction Cost Estimate			2		2	2	2	8
Anticipated Meetings								
One (1) Design Presentation / Discussion Meeting with City staff, DCCP and San Marcos staff	2	2			2			6
Task A-102 60% Design Development								
Cover Sheet (1)				1		1	1	3
General Notes Sheet (1)				1		1	1	3
Demolition/Removal Plan Sheet (1)			2	2		4	2	10
Coordinate Geometry/Plan Sheet (1)		1	2	6		3	4	16
Curbing & Sidewalk Layout Sheet (1)			2	4				6
Landscape/Hardscape Plan Sheet (1)		1			2	4		7
Irrigation Plan Sheet (1)					4	2	2	8
Detail Sheets (2)				4	4	6	8	22
Construction Sequencing Plan Sheet (1)				2		4		6
Specifications In MAG format for bidding purposes			4		6			10
Revised Opinion of Probable Construction Cost Estimate			2		2	1	1	6
Anticipated Meetings								
One (1) Comment Resolution Meeting	2	2			2			6
Task A-103 Final Design - Plans, Specifications, and Estimate (PS&E)								
Cover Sheet (1)				1		1		2
General Notes Sheet (1)				1		1		2
Demolition/Removal Plan Sheet (1)				1		2	1	4
Coordinate Geometry/Plan Sheet (1)		1		2		1	2	6
Curbing & Sidewalk Layout Sheet (1)			2	2				4
Landscape/Hardscape Plan Sheet (1)		1			1	2		4
Irrigation Plan Sheet (1)					2	1	2	5
Detail Sheets (2)		1		2	3	2	2	10
Construction Sequencing Plan Sheet (1)				4		4		8
Specifications In MAG format for bidding purposes			3		3			6
Revised Opinion of Probable Construction Cost Estimate			1		2	2	1	6
Anticipated Meetings								
Bid Ready Meeting / Efforts	2	2			2			6
Grand Total Design Hours:	10	18	28	51	57	68	67	289
Sub-Totals	$680.00	$1,029.06	$1,190.00	$1,989.00	$2,341.56	$2,008.72	$2,130.66	$11,369.00
Overhead @ 151.85% of Direct Labor								$17,263.83
Direct Expenses Included in Overhead								
****Fixed Fee at 10%****								$2,863.28
Subconsultants: Design								
Wright Engineering								$3,750.00
CRS Surveying								$3,570.00
Allowances:								
Don Ryden Architecture (Historic District)								$2,000.00
Pothole Allowance @ $685.50/POTHOLE								$2,056.50
Owners Allowance - Unforeseen Conditions								$1,500.00
Task A Total								$44,372.61

TASK A – ALLOWANCES

Historic District Coordination –	NTE $2,000.00
Pothole at $685.50 / Pothole –	NTE $2,056.50
Owners – Unforeseen -	NTE $1,500.00

Allowance usage at the direction of the City Project Manager Only

EXHIBIT B (cont.)
FEE SCHEDULE

Exhibit B2 - Task B Fee Schedule	Project Principal	Project Manager	Project Engineer	Engineer	Project Landscape Architect	Designer	Designer - Sr.	Total
	$68.00	$57.17	$42.50	$39.00	$41.08	$29.54	$37.38	
Dakota Street Improvements: Buffalo to Commonwealth								
Task B-200 Data Collection Site Investigation								
Data Collection Existing Information Gathering		4	6		4	4		18
Anticipated Meetings								
One (1) Design Kickoff Meeting and One (1) Site Visit Meeting	3	3	3		3			12
Two (2) Progress Meetings		3	3		3			9
Two (2) SRP/BOR Coordination Meetings		3	3		3			9
One (1) meeting with City staff, DCCP and San Marcos staff	2	2	2		2			8
Task B-201 30% Preliminary Design								
• Plan Set for Dakota Street and Commonwealth Avenue								
Cover Sheet (1)				1			4	5
General Notes Sheet (1)				1			4	5
Demolition / Removal Plan Sheets (4)				4		6	8	18
Roadway Plan / Profile Sheets (4)			8	12		10	16	46
SRP Culvert Crossing Plan / Profile Sheet (1)		1	2	2		4	2	11
Civil Summary Sheet (1)			4				4	8
Civil Detail Sheets (2)			6	10		6	4	26
San Marcos Parking Lot Modification Layout Sheet (1)			2	4		2	2	10
Pavement Marking and Signing Notes (1)			2				6	8
Sign Summary (2)								
Pavement Marking and Signing Plan Sheet (4)			4	6		12	8	30
Sign Format Sheet (1)								
Hardscape Plan Sheets (4)					8	16	4	28
Hardscape Summary Sheet (1)					2	4		6
Landscape / Irrigation Plan Sheets (4)					8	16	8	32
Landscape / Irrigation Summary Sheet (1)					2	6		8
Landscape / Irrigation Detail Sheets (2)					4	10	4	18
Specifications Outline in MAG format for bidding purposes		2			2			4
Opinion of Probable Construction Cost Estimate		4			4	4		12
Anticipated Meetings								
One (1) Public Meeting	3	3	3		3			12
One (1) Comment Resolution Meeting		2	2		2			6
Task B-202 60% Design Development								
• Plan Set for Dakota Street and Commonwealth Avenue								
Cover Sheet (1)			1	1		2	2	6
General Notes Sheet (1)			1	1		2	2	6
Demolition / Removal Plan Sheets (4)		1	2	12		10	8	33
Roadway Plan / Profile Sheets (4)		8	10	20		12	10	60
SRP Culvert Crossing Plan / Profile Sheet (1)		1	1	2		4	2	10
Civil Summary Sheet (1)		1	2				2	5
Civil Detail Sheets (2)		1	8	12		4	4	29
San Marcos Parking Lot Modification Layout Sheet (1)			2	8		4	2	16
Pavement Marking and Signing Notes (1)			4				8	12
Sign Summary (2)			2	4			6	12
Pavement Marking and Signing Plan Sheet (4)			8	16		20	20	64
Sign Format Sheet (1)								
Hardscape Plan Sheets (4)					16	20		36
Hardscape Summary Sheet (1)					2	4		6
Landscape / Irrigation Plan Sheets (4)					16	20	8	44
Landscape / Irrigation Summary Sheet (1)					2	4		6
Landscape / Irrigation Detail Sheets (2)					6	8	4	18
Construction Sequencing Plan Sheet (1)			4			6		10
Erosion & Sediment Control Cover & Index (2)			1				4	5
Erosion & Sediment Control Detail Sheets (2)			2				12	14
Erosion & Sediment Control Plan Sheets (2)			2				16	18
Specifications in MAG format for bidding purposes	2	8			8			18
Opinion of Probable Construction Cost Estimate	2	8			4	4		18
Anticipated Meetings								
One (1) Public Meeting	3	3	3		3			12
One (1) Comment Resolution Meeting		2	2		2			6
One (1) SRP/BOR Coordination Meeting		1	1		1			3
Task B-203 95% Design								
• Plan Set for Dakota Street and Commonwealth Avenue								
Cover Sheet (1)				1		1	2	4
General Notes Sheet (1)				1		1	2	4
Demolition / Removal Plan Sheets (4)			2	10		6	6	24
Roadway Plan / Profile Sheets (4)			4	10		8	10	32
SRP Culvert Crossing Plan / Profile Sheet (1)			1	2		2	2	7

EXHIBIT B (cont.)
FEE SCHEDULE

	Civil Summary Sheet (1)			2			2	2	6
	Civil Detail Sheets (2)			2	4		2	2	10
	San Marcos Parking Lot Modification Layout Sheet (1)			2	4		2	2	10
	Pavement Marking and Signing Notes (1)			1				2	3
	Sign Summary (2)			4	6		8	8	26
	Pavement Marking and Signing Plan Sheet (4)			4	6		6	10	26
	Sign Format Sheet (1)			6	4		6	4	20
	Hardscape Plan Sheets (4)					4	6		10
	Hardscape Summary Sheet (1)					1	2		3
	Landscape / Irrigation Plan Sheets (4)					4	6	6	16
	Landscape / Irrigation Summary Sheet (1)					2	4		6
	Landscape / Irrigation Detail Sheets (2)					4	8	4	16
	Construction Sequencing Plan Sheet (1)			4			6		10
	Erosion & Sediment Control Cover & Index (2)			1				2	3
	Erosion & Sediment Control Detail Sheets (2)			2				12	14
	Erosion & Sediment Control Plan Sheets (2)			2				12	14
	Specifications in MAG format for bidding purposes	2	6			8			16
	Opinion of Probable Construction Cost Estimate	2	6			4	4		16
	Anticipated Meetings								
	One (1) Comment Resolution Meeting		2	2		2			6
	One (1) SRP/BOR Coordination Meeting		1	1		1			3
Task B-204	**Final Design – Plans, Specifications, and Estimate (PS&E)**								
• Plan Set for Dakota Street and Commonwealth Avenue									
	Cover Sheet (1)				1		1	1	3
	General Notes Sheet (1)				1		1	1	3
	Demolition / Removal Plan Sheets (4)			1	1		2	2	6
	Roadway Plan / Profile Sheets (4)			2	2			6	10
	SRP Culvert Crossing Plan / Profile Sheet (1)		1	1	1		2	2	7
	Civil Summary Sheet (1)			1	1			1	3
	Civil Detail Sheets (2)			1	1		1	1	4
	San Marcos Parking Lot Modification Layout Sheet (1)			2	2		1	1	6
	Pavement Marking and Signing Notes (1)			1				1	2
	Sign Summary (2)			1			4	4	9
	Pavement Marking and Signing Plan Sheet (4)			2	2		2	2	8
	Sign Format Sheet (1)			2	2		2	2	8
	Hardscape Plan Sheets (4)					2	4	2	8
	Hardscape Summary Sheet (1)					1	1		2
	Landscape / Irrigation Plan Sheets (4)					2	2		4
	Landscape / Irrigation Summary Sheet (1)					1	2	1	4
	Landscape / Irrigation Detail Sheets (2)					2	4	2	8
	Construction Sequencing Plan Sheet (1)			2			4		6
	Erosion & Sediment Control Cover & Index (2)			1				1	2
	Erosion & Sediment Control Detail Sheets (2)			2				8	10
	Erosion & Sediment Control Plan Sheets (2)			2				8	10
	Specifications in MAG format for bidding purposes	1	4			4			9
	Opinion of Probable Construction Cost Estimate	1	4			4	4		13
	Anticipated Meetings								
	Bid Ready Meeting / Efforts		4	4		4			12
	Subtotal Dakota Street Improvements Buffalo to Commonwealth	21	89	171	178	160	341	318	1278
		$1,428.00	$6,088.13	$7,267.50	$6,942.00	$6,572.80	$10,073.14	$11,886.84	$49,268.41
Dakota Street Improvements: Commonwealth/SRP Canal									
Task B-200	**Data Collection Site Investigation**								
	Data Collection Existing Information Gathering from SRP		1	2		4	4		11
	Anticipated Meetings								
	See Manhour Breakdown on Task B.								0
Task B-201	**30% Preliminary Design**								
• Plan Set for SRP Canal									
	SRP Cover Sheet (1)				2			4	6
	SRP General Notes Sheet (1)				2			2	4
	SRP Canal Plan Sheets (2)	1	1	4	6	1		12	25
	SRP Canal Detail Sheets (1)	1	1	4	6	2		12	26
	ADA Sidewalk Layout Sheet (1)			2	4			4	10
	Opinion of Probable Construction Cost Estimate	1	3			4	4		12
	Anticipated Meetings								
	See Manhour Breakdown on Task B.								0
Task B-202	**60% Design Development**								
• Plan Set for SRP Canal									
	SRP Cover Sheet (1)				1			2	3
	SRP General Notes Sheet (1)				1			1	2
	SRP Canal Plan Sheets (2)	1	1	2	4	1		8	17

EXHIBIT B (cont.)
FEE SCHEDULE

	SRP Canal Detail Sheets (1)	1	1	2	4	2		8	18
	ADA Sidewalk Layout Sheet (1)			2	8			6	16
	Opinion of Probable Construction Cost Estimate	1	3			2	2		8
	Anticipated Meetings								
	See Manhour Breakdown on Task B.								0
Task B-203	**95% Design**								
• Plan Set for SRP Canal									
	SRP Cover Sheet (1)				1			1	2
	SRP General Notes Sheet (1)				1			1	2
	SRP Canal Plan Sheets (2)	1	1	2		1		4	9
	SRP Canal Detail Sheets (1)	1	1	2		2		4	10
	ADA Sidewalk Layout Sheet (1)			2	2			4	8
	Opinion of Probable Construction Cost Estimate	1	2			2	2		7
	Anticipated Meetings								
	See Manhour Breakdown on Task B.								0
Task B-204	**Final Design – Plans, Specifications, and Estimate (PS&E)**								
• Plan Set for SRP Canal									
	SRP Cover Sheet (1)				1			1	2
	SRP General Notes Sheet (1)				1			1	2
	SRP Canal Plan Sheets (2)	1	1	1		1		1	5
	SRP Canal Detail Sheets (1)	1	1	1		2		1	6
	ADA Sidewalk Layout Sheet (1)			1	1			1	3
	Opinion of Probable Construction Cost Estimate	2	2			1	1		6
	Anticipated Meetings								
	See Manhour Breakdown on Task B.								0
	Dakota Street Improvements - Commonwealth/SRP Canal	8	18	27	45	25	10	70	220
		$1,100.00	$2,500.24	$3,780.00	$5,928.00	$3,400.00	$1,400.00	$9,520.12	$26,628.36
Dakota Street Improvements: Sewer Allowance Breakdown									
Task B-200	**Data Collection Site Investigation Sewer Connections and Extensions**								
	Data Collection Existing Information Gathering		2		6				8
	Anticipated Meetings								
	See Manhour Breakdown that task.								0
Task B-201	**Sewer Not Applicable at 30% Preliminary Design**								
Task B-202	**60% Design Development**								
• Plan Set for Sewer Connections and Extension Down Dakota									
	Cover Sheet (1)			1				2	3
	Sewer General Notes Sheet (1)			1				2	3
	Sewer Plan and Profile Sheets (2)			8	16			16	40
	Sewer Detail Sheets (1)			8	10			12	30
	Sewer Jack & Bore Detail Sheet (1)			4	8			12	24
	Specifications in MAG format for bidding purposes		12						12
	Opinion of Probable Construction Cost Estimate		4						4
	Anticipated Meetings								
	See Manhour Breakdown that task.								0
Task B-203	**95% Design**								
• Plan Set for Sewer Connections and Extension Down Dakota									
	Cover Sheet (1)			1				2	3
	Sewer General Notes Sheet (1)			1				2	3
	Sewer Plan and Profile Sheets (2)			8	16			16	40
	Sewer Detail Sheets (1)			8	10			12	30
	Sewer Jack & Bore Detail Sheet (1)			4	8			12	24
	Specifications in MAG format for bidding purposes		4						4
	Opinion of Probable Construction Cost Estimate		2						2
	Anticipated Meetings								
	See Manhour Breakdown that task.								0
Task B-204	**Final Design – Plans, Specifications, and Estimate (PS&E)**								
• Plan Set for Sewer Connections and Extension Down Dakota									
	Cover Sheet (1)			1				1	2
	Sewer General Notes Sheet (1)			1				1	2
	Sewer Plan and Profile Sheets (2)			4	4			8	16
	Sewer Detail Sheets (1)			4	4			8	16
	Sewer Jack & Bore Detail Sheet (1)			2	2			6	10
	Specifications in MAG format for bidding purposes	1	2						3
	Opinion of Probable Construction Cost Estimate	1	2						3
	MCESD Permit Effort Including Wastewater Report			8				12	20
	Anticipated Meetings								
	See Manhour Breakdown that task.								0
Dakota Street Improvements: Sewer Allowance Breakdown		2	28	64	84	0	0	124	302
		$130.00	$1,600.76	$2,720.00	$3,276.00	$0.00	$0.00	$4,635.12	$ 12,367.88

EXHIBIT B (cont.)
FEE SCHEDULE

	Subtotals								$ 70,825.68
	Overhead @ 151.85% of Direct Labor								$107,548.80
	Direct Expenses Included in Overhead								
	Fixed Fee at 10%								$ 17,837.45
	Subconsultants: Design								
	Wright Engineering								$5,150.00
	CRS Surveying								$4,940.00
	RAMM Geotechnical								$2,800.00
	Allowances:								
	Pothole Allowance @ $685.50/Pothole								$ 8,226.00
	Owners Allowance - Unforeseen Conditions								$ 13,000.00
	Allowance MCESD Application -Review Fee								$ 1,000.00
	Task B Total								$231,327.93

TASK B – ALLOWANCES

MSESD Application / Review – NTE $1,000.00
Pothole at average $685.50 / Pothole – NTE $8,226.00
Owners – Unforeseen - NTE $13,000.00

Allowance usage at the direction of the City Project Manager Only

DESIGN CONSULTANT shall provide all tasks for a total contract amount not to exceed $275,700.54.

EXHIBIT C

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

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

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

Project Number/Division: ST1511.201	
Name (as listed in the contract): JZ Engineering & Environmental Design LLC	
Street Name and Number: 4649 E. Cotton Gin Loop, Suite B2	
City: Phoenix **State:** AZ	**Zip Code:** 85040

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: Jeff Engelmann

Title: Vice President

Date (month/day/year): 3.16.2016