



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CP17-040**

1. Agenda Item Number: 44
2. Council Meeting Date: September 15, 2016

TO: MAYOR & CITY COUNCIL
THROUGH: CITY MANAGER

3. Date Prepared: August 10, 2016
4. Requesting Department: Transportation & Development

5. SUBJECT: Professional Services Contract to Wright Engineering Corporation, for the design of a Traffic Signal on Gilbert Road at Powell Place

6. RECOMMENDATION: Staff recommends City Council award a Professional Services Contract to Wright Engineering Corporation, for a traffic signal on Gilbert Road at Powell Place, Project No. ST1615.201, in an amount not to exceed \$38,820.00.

7. BACKGROUND/DISCUSSION: The project scope includes the design of the traffic signal, the American with Disabilities Act (ADA) improvements, ADA analysis of the approaching sidewalks, and realignment of the onsite driveway to Powell Place.

8. EVALUATION: Wright Engineering Corporation was directly selected for the project based on qualifications, relevant firm experience, team experience, and project understanding. The costs proposed for this project have been evaluated by Staff and are determined to be reasonable.

Staff recommends awarding a Professional Services Contract award to Wright Engineering Corporation, for the traffic signal on Gilbert Road at Powell Place. The contract time is 120 calendar days for final completion.

9. FINANCIAL IMPLICATIONS:

Cost: \$38,820.00
Savings: N/A
Long Term Costs: N/A

Fund Source:

<u>Account No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
411.3310.6516.6ST322	GO Bonds	New Traffic Signals	Yes	\$38,820.00

10. PROPOSED MOTION: Move City Council award a Professional Services Contract to Wright Engineering Corporation, for a traffic signal on Gilbert Road at Powell Place, Project No. ST1615.201, in an amount not to exceed \$38,820.00

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

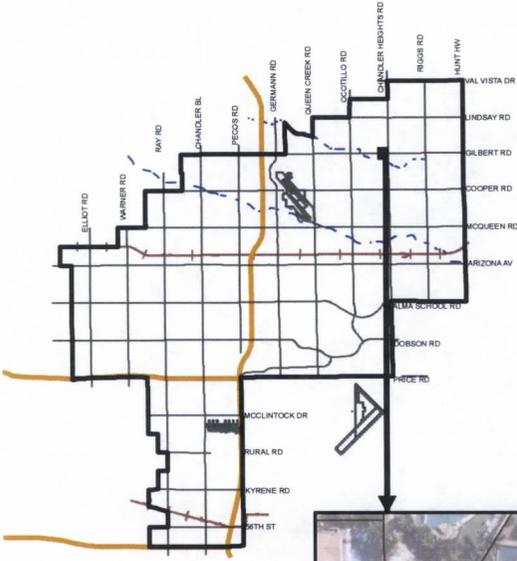
14. City Manager



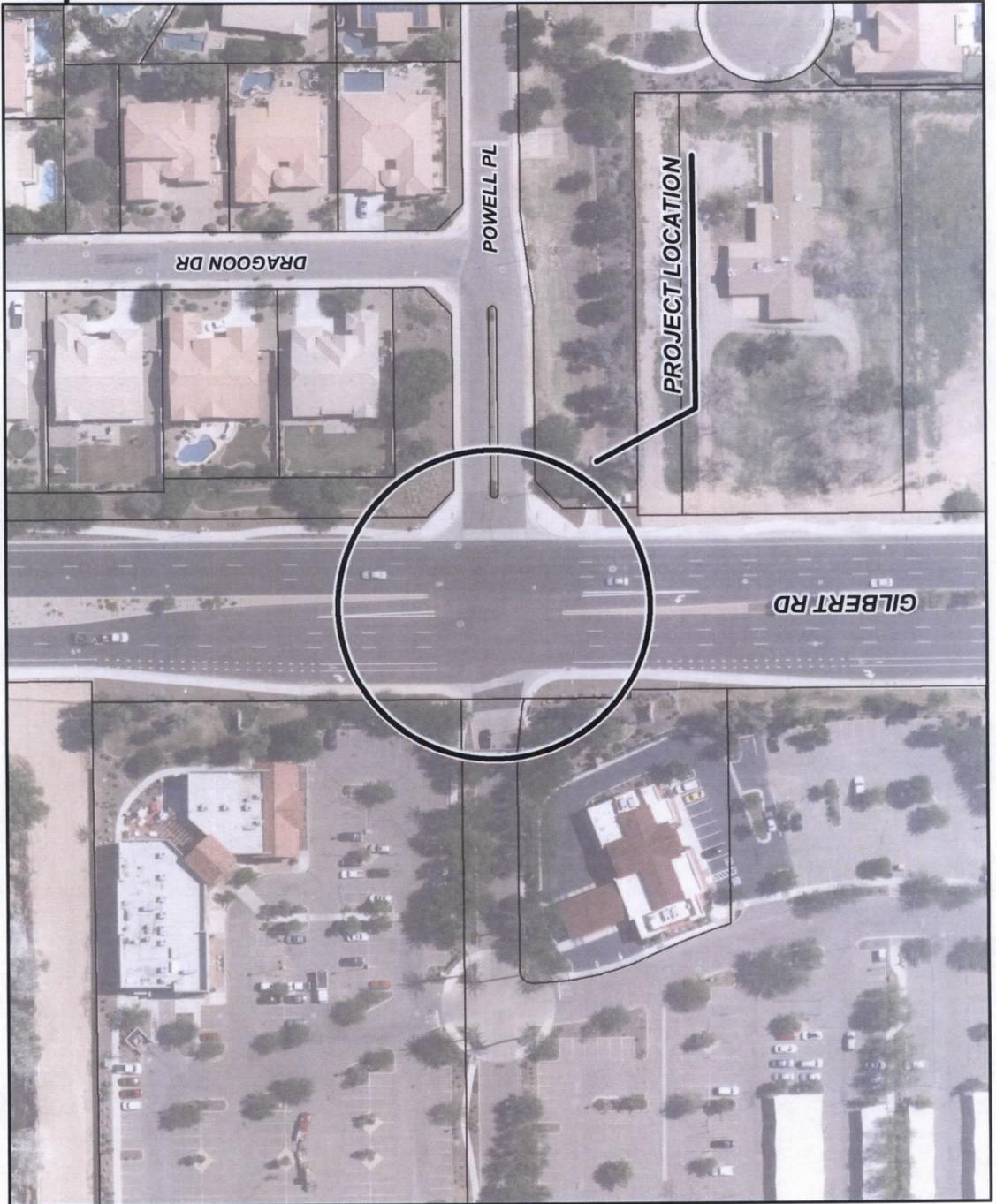
Marsha Reed



TRAFFIC SIGNAL GILBERT RD AT POWELL PL PROJECT NO. ST1615.201



MEMO NO. CP17-040



DESIGN CONSULTANT SERVICES CONTRACT

PROJECT TITLE: Traffic Signal Gilbert Road at Powell Place
PROJECT NO: ST1615.201

This Contract is made and entered into by and between the City of Chandler, Arizona, a municipal Corporation, hereinafter called the CITY, and **Wright Engineering Corporation**, 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:

The Traffic Signal Gilbert Road at Powell Place includes:

- Traffic signal improvements for the intersection of Gilbert Road and Powell Place
- Replacing curb ramp and sidewalk to be Americans with Disabilities Act (ADA) compliant
- Modifying driveway entrance to line up with the proposed onsite improvements at Powell Place
- (If Required) City Water Facility utility coordination and relocation for water meters and fire hydrant

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 **Thirty Eight Thousand Eight Hundred Twenty** dollars (\$38,820). Payment will be made monthly on the basis of progress reports. An Application and Certification for Payment Sheet must be provided. In addition, the following must also be included: a clear, detailed invoice reflecting items being billed for, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates will be included in the monthly progress payment requests.

5. PERIOD OF SERVICE:

DESIGN CONSULTANT shall complete all services described in paragraph 3 within **One Hundred Twenty (120)** calendar days after "Notice to Proceed" is issued by the CITY. In the event delays are experienced beyond the control of DESIGN CONSULTANT, the completion date may be extended as mutually agreed upon by CITY and DESIGN CONSULTANT.

6. OPINIONS OF PROBABLE COSTS (ESTIMATES):

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

7. APPROVALS:

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

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

8. REPORTING:

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

9. STANDARDS OF PERFORMANCE:

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

B. DESIGN CONSULTANT shall be familiar with CITY's Standard Details and Specifications and other relevant CITY regulations http://www.chandleraz.gov/content/UDM_SDnSpecs.pdf. DESIGN CONSULTANT shall ensure there are no conflicts among the Contract Documents including, but not limited to, the CITY's General and Supplementary Conditions for Construction Contracts, the plans and specifications prepared by DESIGN CONSULTANT, any standard details or specifications incorporated therein by reference, and the Construction Contract.

C. Correction of Mistakes: DESIGN CONSULTANT shall be responsible for the completeness and accuracy of the work prepared or compiled under DESIGN CONSULTANT's obligation for this project and shall correct, at DESIGN CONSULTANT's expense, all errors or omissions therein which may be disclosed. Correction of errors disclosed and determined to exist during any construction of the project on architectural or 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 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

DESIGN CONSULTANT:

MAYOR Date

By: R. Scott Wjst
Title: President

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

ADDRESS FOR NOTICE
165 E. Chilton Drive
Chandler, Arizona 85225

Phone: (480) 497-5829

ATTEST:

City Clerk

ATTEST: Charm Kintahly
Secretary

APPROVED AS TO FORM:

City Attorney by: [Signature] SEAL

EXHIBIT A SCOPE OF WORK

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 CONSULTANT's (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 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. 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. UTILITY COORDINATION

a. Task 2.1: Utility Locating and Verification

- i. CONSULTANT shall be responsible for field verifying the horizontal locations of all utilities within the project limits prior to the (60%) design submittal.
- ii. CONSULTANT shall prepare base maps detailing all existing utility data and transmitting to the utility companies for verification and comment concerning the utility locations. CONSULTANT shall incorporate the utility company comments into the base maps. Sub-

CONSULTANT EPS Group shall complete all services described above. CONSULTANT shall coordinate all work completed by sub-CONSULTANT.

b. Task 2.2: Service Request Letters

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

4. PROJECT MANAGEMENT

a. Task 4.1: 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. 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 CONSULTANT shall manage and maintain. 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. CONSULTANT shall take all reasonable action necessary to get the project back on schedule and CITY shall cooperate to assist CONSULTANT.

Notice To Proceed (NTP)	0
Data Collection/Survey	NTP + 3 Weeks
Submit 60% Plans, Specifications, and Estimate	NTP + 8 Weeks
Submit 95% Plans, Specifications, and Estimate	NTP + 12 Weeks
Submit 100% Plans, Specifications, and Estimate	NTP + 14 Weeks
Submit Final Plans, Specifications, and Estimate	NTP + 16 Weeks

b. Task 4.2: Manage Sub-CONSULTANT's

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

5. DESIGN SURVEY

a. Task 5.1: Ground Survey

- i. 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.
- ii. Sub-CONSULTANT EPS Group shall complete all services described above. CONSULTANT shall coordinate all work completed by sub-CONSULTANT.

b. Task 5.2: Benchmarks

- i. CONSULTANT shall establish two (2) temporary benchmarks at least 1,000 feet apart along Gilbert Road between Chandler Heights and Powell Place and run a level loop between these temporary benchmarks to tie it to project control.
- ii. CONSULTANT shall provide a sketch showing each benchmark with a minimum of 3 ties to features that shall not be disturbed by construction.
- iii. Sub-CONSULTANT EPS Group shall complete all services described above. CONSULTANT shall coordinate all work completed by sub-CONSULTANT.

6. PLANS, SPECIFICATIONS AND ESTIMATES

a. Task 6.1: Plans

- i. CONSULTANT shall prepare plans for the project in accordance with City Standards.
- ii. Plans shall include:
 1. Cover Sheet
 2. General Notes Sheets
 3. Paving Plans (Task 6.1A)
 4. Traffic Signal Plans (Task 6.1B)
 5. Striping and Signing Plans (Task 6.1C)
 6. If Required - Water Meters and Hydrant Relocation Plans (Task 6.1D)
- iii. **Task 6.1A: Paving Plans**
 1. CONSULTANT shall perform work necessary to create Geometric Layout and Paving Plan Sheets.
 2. CONSULTANT shall prepare paving plans at a scale of 1"=20' horizontal, to include base sheet preparation including survey control, centerline stationing, curb and gutter, sidewalk, handicap ramps, driveways, turn lanes, intersecting streets, utilities, existing right-of-way, existing utilities, construction notes, etc.
 3. CONSULTANT shall design all new sidewalk ramps for each corner at the intersection of Gilbert and Powell and ensure compliance with ADA cross-slope and curb ramp requirements. This design includes modifications to the northwest corner to accommodate a slight widening of the driveway.
 4. Sub-CONSULTANT EPS Group shall complete all services described above. CONSULTANT shall coordinate all work completed by sub-CONSULTANT.
- iv. **Task 6.1B: Traffic signal plans**
 1. CONSULTANT shall design the new traffic signal at the intersection of Gilbert Road and Powell Place, at a scale of 1"=20'. Plan sheets shall show all equipment, conduit runs and pull boxes.
- v. **Task 6.1C: Striping and Signing Plans**
 1. CONSULTANT shall develop preliminary traffic signing and striping plans for this project at the 60% plan stage. CONSULTANT shall finalize the traffic signing and striping plans at the 95% plan stage. The Signing and Striping Design Plans shall be produced at 1"= 40' scale and shall include the following information:
 - 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 EPS Group shall complete all services described above. CONSULTANT shall coordinate all work completed by sub-CONSULTANT.

b. Task 6.2: Specifications

- i. Technical Specifications shall be in accordance with City of Chandler Standard Specifications, MAG Standard Specifications, CONSULTANT shall create technical specifications for all items not adequately covered by these standard specifications (If Required)

- ii. Word and PDF format of Specifications shall be provided with each submittal.
- c. Task 6.3 Cost Estimates**
 - i. CONSULTANT shall prepare cost estimates for all pay items per the standard specifications and special provisions.
 - ii. Excel and PDF format of Estimates shall be provided with the 90% and 100% submittals.

7. SUBMITTALS

a. Task 7.1: 60% Submittal

- i. CONSULTANT shall provide the following at the **60% submittal** to the CITY:
 1. City Plan review and construction permit applications
 2. Four (4) full size and four (4) half-size sets of 60% plans including:
 - a. Cover sheet
 - b. Index, Key Map, and General Notes
 - c. Ramp Plan and Profiles
 - d. Utility (Water) Plan and Profile (If Required)
 - e. Traffic Signal Plans and Details
 - f. Signing and Stripping Plans and Details

b. Task 7.2: 95% Submittal

- i. CONSULTANT shall provide the following at **95% submittal**:
 1. City Plan review and construction permit applications
 2. 60% submittal redlines and comments
 3. Four (4) full size and four (4) half size sets of 95% plans including:
 - a. Cover sheet
 - b. Index, Key Map, and General Notes
 - c. Ramp Plan and Profiles
 - d. Utility (Water) Plan and Profile (If Required)
 - e. Traffic Signal Plans and Details
 - f. Signing and Stripping Plans and Details

c. Task 7.3: 100% Submittal

- i. Upon acquisition of all easements necessary for construction, CONSULTANT shall provide the following with the **100% submittal**:
 1. City Plan review and construction permit applications
 2. 95% submittal redlines and comments
 3. Four (4) full size and four (4) half size sets of 100% plans including:
 - a. Cover sheet
 - b. Index, Key Map, and General Notes
 - c. Ramp Plan and Profiles
 - d. Utility (Water) Plan and Profile (If Required)
 - e. Traffic Signal Plans and Details
 - f. Signing and Stripping Plans and Details
- ii. 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. CONSULTANT shall be responsible for preparing and obtaining written approval of any design exceptions and/or variances to Design Standards.

8. POST DESIGN SERVICES

a. Task 8.1: Pre-Bid Meeting

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

b. Task 8.2: Addenda Preparation

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

c. Task 8.3: Signal Equipment Submittal Review

- i. CONSULTANT shall review contractor provided equipment submittals for Traffic Signal equipment.

ALLOWANCES:

Water Relocation Plans: City Water Facilities which include meter and fire hydrant on the exist on the NW corner of Gilbert Road and Powell Place. Preliminary review of the project location these facilities do not appear to be in conflict. However, if conditions of the project result in conflict and the need for relocation the CONSULTANT shall prepare plans for required relocations, which include meter relocation and fire hydrant relocation on the NW corner.

Legal Descriptions: CONSULTANT will analyze each individual location for right of way clearance and utility conflicts. CONSULTANT SHALL coordinate and advise on any Right of way, easement, and Utility conflict resolution needs. Creating any new easements with this phase of the project and supplying the necessary legal descriptions.

Pothole Allowance: A pothole allowance is included for use when authorized in advance by the COC Project Manager. Average \$800/Pothole

Owners Allowance: An owners allowance for unforeseen conditions is included for use when authorized in advance by the COC Project Manager.

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

- d. 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.
- e. Application fees for City reviews and permits shall be paid by City.
- f. It has been assumed that all agencies have a 10-working day review period.
- g. Construction management or observation, inspection, or participation in construction meetings is excluded.
- h. Private Irrigation Plans are not included.

**EXHIBIT B
FEE SCHEDULE**

TASK	DESCRIPTION	Cost
1	DATA COLLECTION	
1.1	Collect and Review Existing Records	\$ 315.00
Subtotal 1	DATA COLLECTION	\$ 315.00
2	UTILITY COORDINATION	
2.1	Utility Locating and Verification	\$ 535.00
	<i>Field Verification of Horizontal Utility Locations</i>	\$ -
	<i>Prepare Base Maps</i>	\$ -
2.2	Service Request Letters	\$ 125.00
Subtotal 2	UTILITY COORDINATION	\$ 660.00
3	PROGRESS MEETINGS	
3.1	Monthly Progress Meetings	\$ 750.00
	<i>Attend (2 General) Progress Meetings</i>	\$ -
	<i>Prepare and distribute meeting minutes and Action Items</i>	\$ -
Subtotal 3	PROGRESS MEETINGS	\$ 750.00
4	PROJECT MANAGEMENT	
4.1	Project Monitoring	\$ 540.00
	<i>Prepare monthly progress reports</i>	\$ -
	<i>Perform regular budget monitoring</i>	\$ -
	<i>Perform regular schedule monitoring</i>	\$ -
4.2	Sub-CONSULTANT Coordination	\$ 395.00
	<i>Monitor all sub-CONSULTANT's schedule and work products</i>	\$ -
Subtotal 4	PROJECT MANAGEMENT	\$ 935.00
5	DESIGN SURVEY	
5.1	Ground Survey (Establish/Set Control)	\$ -
5.2	Benchmarks	\$ -
Subtotal 5	DESIGN SURVEY	\$ -
6	PLANS, SPECIFICATIONS AND ESTIMATES	
6.1	Plans	\$ 9,915.00
	<i>Prepare plans in accordance with City Standards</i>	\$ -

	<i>Paving Plans</i>	\$ -
	<i>Traffic Signal Plans</i>	\$ -
	<i>Striping and Signing Plans</i>	\$ -
	<i>Water Relocation Plans (If Required)</i>	\$ -
6.2	Specifications	\$ 440.00
	<i>Technical Specifications will be in accordance to City Standards</i>	\$ -
6.3	Cost Estimates	\$ 315.00
	<i>Prepare cost estimates for all pay items per standard specifications</i>	\$ -
Subtotal 6	PLANS, SPECIFICATIONS AND ESTIMATES	\$ 10,670.00
7	Submittals	
7.1	60% Submittal	\$ 485.00
	<i>City Plan review and construction permit applications</i>	\$ -
	<i>(4) full-size and (4) half-size sets of 60% plans</i>	\$ -
7.2	95% Submittal	\$ 360.00
	<i>City Plan review and construction permit applications</i>	\$ -
	<i>60% submittal redlines and comments</i>	\$ -
	<i>(4) full-size and (4) half-size sets of 95% plans</i>	\$ -
7.3	100% Submittal	\$ 265.00
	<i>City Plan review and construction permit applications</i>	\$ -
	<i>95% submittal redlines and comments</i>	\$ -
	<i>(4) full-size and (4) half-size sets of 95% plans</i>	\$ -
	<i>Delivery to City, preparing and obtaining approval of design exceptions</i>	\$ -
Subtotal 7	Submittals	\$ 1,110.00
8	POST DESIGN SERVICES	
8.1	Pre-Bid Meeting	\$ 480.00
	<i>Attend and actively participate in pre-bid meeting</i>	\$ -
8.2	Addenda Preparation	\$ 250.00
	<i>Prepare and deliver to City any necessary Addenda</i>	\$ -
8.3	Signal Equipment Submittal Review	\$ 250.00
	<i>Review contractor provided equipment submittals</i>	\$ -
Subtotal 8	POST DESIGN SERVICES	\$ 980.00

TOTAL DIRECT LABOR		\$ 15,420.00
SUB-CONSULTANTS		
	EPS Group	\$
	<i>Task 2.1 Prepare Base Map & 5.1 Survey</i>	<i>\$ 1,300.00</i>
	<i>Task 5.2 Benchmark & Task 6.1 Paving, Striping Plans</i>	<i>\$12,200.00</i>
TOTAL SUB-CONSULTANTS		\$ 13,500.00
ALLOWANCES		
	Task 6.1 Water Relocation Plans Allowance NTE	\$ 3,000.00
	Legal Description Allowance (\$750 Average per document) NTE	\$ 1,500.00
	Potholing Allowance (\$800 Average per pothole) NTE	\$ 2,400.00
	Owner Allowance – Unforeseen Conditions NTE	\$ 3,000.00
TOTAL ALLOWANCES		\$ 9,900.00
TOTAL PROJECT FEE		\$ 38,820.00

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: ST1613.201		
Name (as listed in the contract):		
Street Name and Number:		
City:	State:	Zip Code:

I hereby attest that:

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

Signature of Design Consultant (Employer) or Authorized Designee:

Printed Name: _____

Title: _____

Date (month/day/year): _____