



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA08-040**

1. Agenda Item Number:
#41
2. Council Meeting Date:
September 20, 2007

TO: MAYOR & COUNCIL

3. Date Prepared: September 6, 2007

THROUGH: CITY MANAGER

4. Requesting Department: Public Works

5. SUBJECT: Award an engineering design services contract to Stanley Consultants, Inc. for the Galveston Street Bicycle and Pedestrian Bridge Project, Project No. ST0801-201, in an amount not to exceed \$99,978.

6. RECOMMENDATION: Staff recommends that Council award an engineering design services contract to Stanley Consultants, Inc. for the Galveston Street Bicycle and Pedestrian Bridge Project, Project No. ST0801-201, in an amount not to exceed \$99,978.

7. BACKGROUND/DISCUSSION: The Public Works Department has a future CIP project to construct a bicycle and pedestrian bridge over the Loop 101 Freeway at Galveston Street. This is a federally funded project using Congestion Mitigation and Air Quality (CMAQ) funds, and is currently programmed for construction FY10/11. The Arizona Department of Transportation (ADOT) has elected to accelerate the construction schedule for the High Occupancy Vehicle (HOV) Lane along the Price Freeway (Loop 101) from 2010 to 2008. In preparation for the freeway HOV widening, the City must develop a preliminary design for the future Galveston Street Bicycle and Pedestrian Bridge planned for construction in 2010. This preliminary measure will prevent many future traffic disruptions along the freeway when the pedestrian bridge is constructed. Design will include identifying the bridge location, preliminary bridge aesthetic concepts and the center median pier design. The bridge pier is proposed to be included in the HOV widening project that is scheduled for construction by ADOT in 2008.

8. EVALUATION: The City selection process was developed in accordance with the state law for selecting design services. Stanley Consultants, Inc. is the designer working for the ADOT for the HOV widening of Price Freeway. The proposed design fees were evaluated by City Staff and compared to historical design costs for similar projects.

9. FINANCIAL IMPLICATIONS:

Cost: \$99,978
Savings: N/A
Long Term Costs: N/A

Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
411.3310.0000.6517.8ST303	GO Bonds-Streets	Various Improvements	FY07/08	\$99,978

10. PROPOSED MOTION: Move that Council award an engineering design services contract to Stanley Consultants, Inc. for the Galveston Street Bicycle and Pedestrian Bridge Project, Project No. ST0801-201, in an amount not to exceed \$99,978 and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map, Contract

APPROVALS

11. Requesting Department

Mike Normand, Acting Assistant Public Works
Director/Transportation and Operations

13. Department Head

Daniel W. Cook, Acting Public Works Director

12. City Engineer

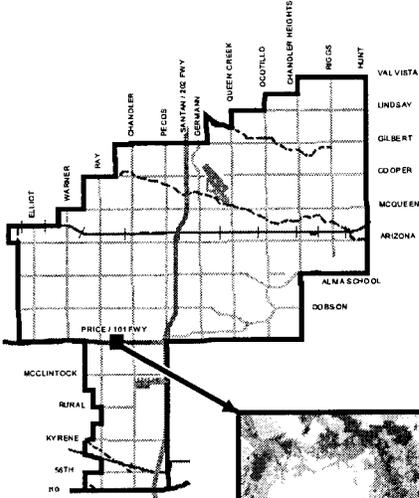
Sheina Hughes, Acting Assistant Public Works
Director/City Engineer

14. City Manager

W. Mark Pentz

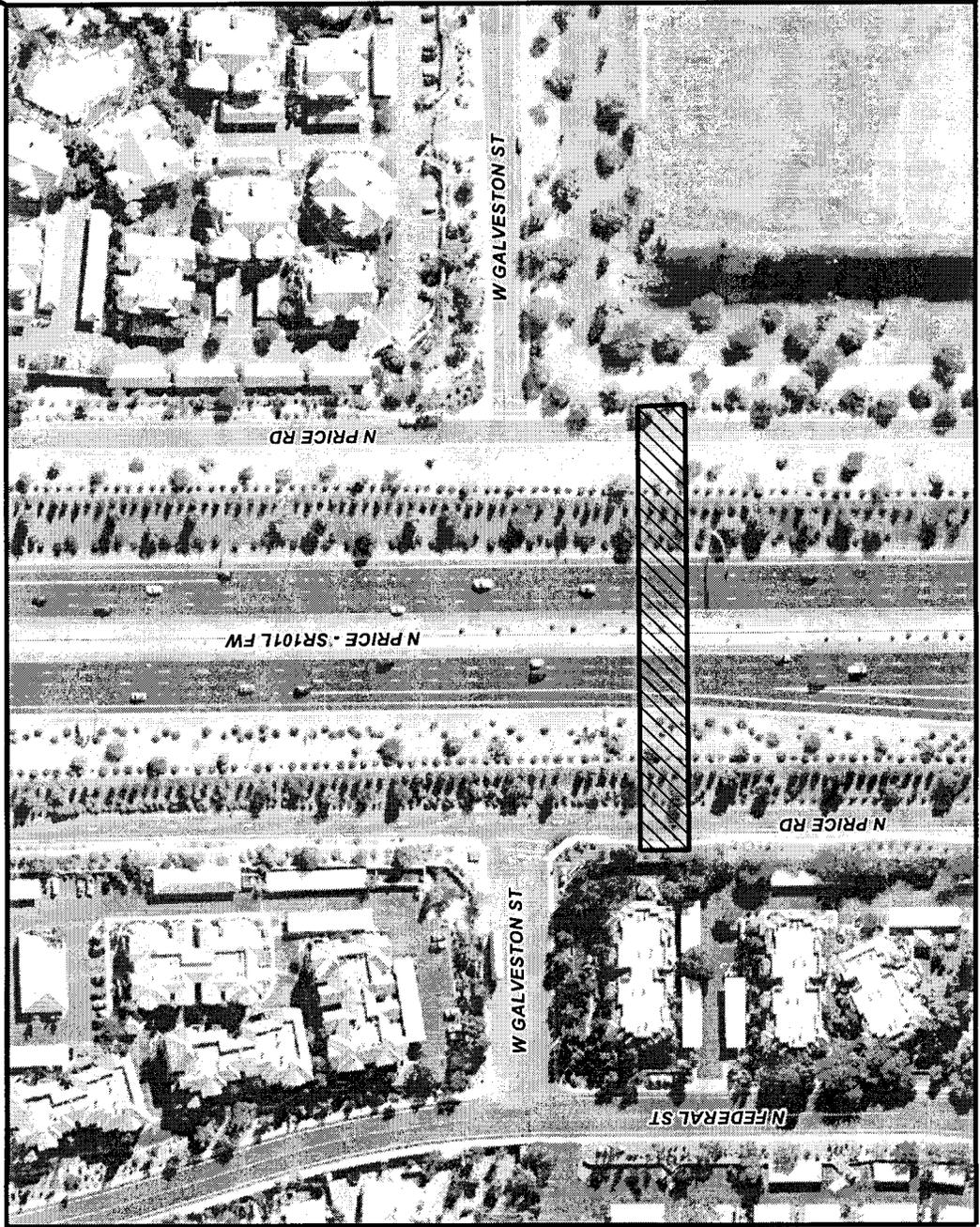


**GALVESTON STREET
BIKE / PEDESTRIAN BRIDGE
PROJECT NO. ST0801-201**



MEMO NO. CA08-040

LEGEND



DESIGN CONSULTANT SERVICES CONTRACT

PROJECT TITLE: **Galveston Street Bike/Pedestrian Bridge**

PROJECT NO: **ST0801-201**

This Agreement is made and entered into by and between the City of Chandler, Arizona, a municipal Corporation, hereinafter called the CITY, and **Stanley Consultants, Inc.**, an Iowa Corporation, licensed to do business in Arizona, hereinafter called DESIGN CONSULTANT.

WHEREAS, DESIGN CONSULTANT represents DESIGN CONSULTANT has the expertise and is qualified to perform the services described in this Agreement; 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 Agreements for Professional Services;

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

1. DESCRIPTION OF PROJECT: The Project known as the Galveston Street Bike/Pedestrian Bridge will be located parallel to Galveston Street at the State Route 101 Price Freeway crossing in Chandler, Arizona. The Project is more specifically described in Exhibit A attached hereto and incorporated herein by reference.
2. DEFINITIONS: Words used in this Agreement 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.
3. SCOPE OF WORK: DESIGN CONSULTANT shall design the Project all as more specifically described in Exhibit A attached hereto and incorporated herein by reference.
4. PAYMENT SCHEDULE: For services described in paragraph 3 of this Agreement, the CITY shall pay DESIGN CONSULTANT a fee not to exceed a sum of **Ninety Nine Thousand Nine Hundred Seventy Eight** dollars (\$99,978) in accordance with the fee schedule attached hereto as Exhibit B1 and made a part hereof by reference. 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 with each application for payment: a clear, detailed invoice reflecting items being billed for; a summary sheet showing percentage of work completed to date; amount/percent billed to date; current status of all tasks within a project; and any/all backup documentation supporting the above items. Work schedule updates shall also be included in the monthly progress payment requests.
5. PERIOD OF SERVICE:
 - A. Following receipt of a "Notice to Proceed" with the design work, DESIGN CONSULTANT shall complete the design and have all documents ready for bidding within (One Hundred Twenty) 120 calendar days of the date indicated on the Notice to Proceed.
 - B. DESIGN CONSULTANT shall complete all services specified herein in accordance with the Production Schedule and progress milestones included in Exhibit A attached herein. 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 best judgement as an experienced, licensed and qualified professional. 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. REPORTS & APPROVALS: All work shall be subject to the approval by CITY and each phase of the work will be submitted to CITY in accordance with schedule included in Exhibit A and in the format prescribed by CITY. When requested by 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.

8. STANDARDS OF PERFORMANCE:

A. DESIGN CONSULTANT shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CITY shall not be responsible for discovering deficiencies therein. DESIGN CONSULTANT shall correct any such deficiencies without additional compensation or cost to CITY, except to the extent any such deficiency is directly attributable to deficiencies in CITY-furnished information.

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

C. Correction of Mistakes: DESIGN CONSULTANT shall be responsible for the completeness and accuracy of the work prepared or compiled under DESIGN CONSULTANT's obligation for this project and shall correct, at DESIGN CONSULTANT's expense, all errors or omissions therein which may be disclosed. Correction of errors disclosed and determined to exist during any construction of the project on architectural or DESIGN CONSULTANTing drawings and specifications shall be accomplished by DESIGN CONSULTANT. The cost of the design necessary to correct those errors attributable to DESIGN CONSULTANT and any damage incurred by CITY as a result of additional construction costs caused by such DESIGN CONSULTANTing or architectural errors shall be chargeable to DESIGN CONSULTANT and shall not be considered a cost of the Work. The fact that CITY has reviewed or approved DESIGN CONSULTANT's work shall in no way relieve DESIGN CONSULTANT of any of its responsibilities.

9. INDEMNIFICATION

The DESIGN CONSULTANT hereby agrees to defend, indemnify and hold harmless the CITY, any of its departments, agencies, officers, or employees from all damages, claims or liabilities and expenses (including reasonable attorney's fees) arising out of or resulting in any way from the performance of professional services for the City in the DESIGN CONSULTANT's capacity as an DESIGN

CONSULTANT, and caused by any willful or negligent error, omission, or act of the DESIGN CONSULTANT or any person employed by it or anyone for whose acts the DESIGN CONSULTANT is legally liable. In consideration of the award of this contract, the DESIGN CONSULTANT agrees to waive all rights of subrogation against the CITY, its officers, officials, agents and employees for losses arising from the work performed by the DESIGN CONSULTANT for the CITY.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

10. INSURANCE REQUIREMENTS

10.1 General Requirements:

- A DESIGN CONSULTANT, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
- B Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
- C All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
- D If any of the insurance policies are not renewed prior to expiration, payments to the DESIGN CONSULTANT may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the DESIGN CONSULTANT.
- E All insurance policies, except Workers' Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- F DESIGN CONSULTANT's insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G The insurance policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of DESIGN CONSULTANT's acts, errors, mistakes, omissions, work or service.
- H The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of DESIGN CONSULTANT. DESIGN CONSULTANT shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-

insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require DESIGN CONSULTANT to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/designee.

- I All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
- J Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the DESIGN CONSULTANT with reasonable promptness in accordance with the DESIGN CONSULTANT's information and belief.
- K In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the DESIGN CONSULTANT until such time as the DESIGN CONSULTANT shall furnish such additional security covering such claims as may be determined by the CITY.

10.2 Proof of Insurance - Certificates of Insurance

- A Prior to commencing work or services under this Agreement, DESIGN CONSULTANT shall furnish to CITY Certificates of Insurance, issued by DESIGN CONSULTANT's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
- B If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
- C All Certificates of Insurance shall identify the policies in effect on behalf of DESIGN CONSULTANT, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
- D CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise DESIGN CONSULTANT of any deficiencies in such policies and endorsements, and such receipt shall not relieve DESIGN CONSULTANT from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of DESIGN CONSULTANT's obligations under this Agreement.

10.3 Required Coverage

Such insurance shall protect DESIGN CONSULTANT from claims set forth below which may arise out of or result from the operations of DESIGN CONSULTANT under this Contract and for which DESIGN CONSULTANT may be legally liable, whether such operations be by the DESIGN CONSULTANT or by

a Sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.

- A Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- B Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- C Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- D Claims for damages insured by usual personal injury liability coverage;
- E Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- F Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
- G Claims for bodily injury or property damage arising out of completed operations;
- H Claims involving contractual liability insurance applicable to the Contractor's obligations under the Indemnification Agreement;
- I Claims for injury or damages in connection with one's professional services;
- J Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

10.3.1 Commercial General Liability - Minimum Coverage Limits:

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of \$1,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for DESIGN CONSULTANT's operations and products, and completed operations.

10.3.2 General Liability - Minimum Coverage Limits

The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance,

Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined shall be written for not less than \$1,000,000 or 10% of the contract cost and with a \$2,000,000 aggregate.

10.3.3 Automobile Liability

DESIGN CONSULTANT shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the DESIGN CONSULTANT's work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of \$5,000,000 per accident for bodily injury and property damage.

10.3.4 Worker's Compensation and Employer's Liability:

DESIGN CONSULTANT shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over DESIGN CONSULTANT's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, DESIGN CONSULTANT will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of DESIGN CONSULTANT.

10.3.5 Professional Liability:

DESIGN CONSULTANT shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by DESIGN CONSULTANT, or any person employed by DESIGN CONSULTANT, with a claims made policy limit of not less than \$1,000,000.

11. DISPUTE RESOLUTION:

A. Disputed Invoices. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

B. Disputed Items. CITY may temporarily delete any disputed items contained in DESIGN CONSULTANT's invoice, including items disputed due to lack of supporting documentation, and pay the remaining amount of the invoice. CITY shall promptly notify DESIGN CONSULTANT of the dispute and request clarification and/or remedial action. CITY may withhold payment on all disputed items until the issues are resolved. After any dispute has been settled, DESIGN CONSULTANT shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

C. Good Faith Negotiation. CITY and DESIGN CONSULTANT agree to negotiate all disputes between them in good faith prior to exercising their rights under law.

D. Binding Special Arbitration. All claims, disputes and other matters in question between CITY and DESIGN CONSULTANT arising out of, or relating to this Agreement, or the breach thereof (except for claims which have been resolved pursuant to paragraphs 9 or 12 A, B and C herein above shall be

decided by binding, unappealable special arbitration, as described below, if the claim for compensation, costs or expenses, damages or reimbursement is equal to or less than \$50,000. Claims over \$50,000 shall have non-binding mediation as the first step to settling the dispute or claim.

E. Special Arbitration. All arbitration of claims shall be conducted in Chandler, Arizona, in accordance with the following rules:

- 1) Any time after the parties have attempted in good faith but without success to resolve one or more disputes, a party may notify the other in writing that they are at impasse (Notice of Impasse) and request immediate arbitration in accordance with the terms herein.
- 2) Within ten (10) days after the date of such Notice of Impasse, each party shall select an impartial intermediary, who shall, together, agree upon a third impartial person who will be the arbitrator. To be considered impartial an intermediary or arbitrator shall not have any previous or current relationship which would be considered a conflict of interest with either party, including, but not limited to, current or previous employment or contractual relationship, indebtedness or ownership interest.
- 3) The parties shall immediately cooperate with each other to draft together a short summary of the facts and a list of questions or issues to be resolved by the arbitrator. If the facts are in dispute, such disputed facts shall be listed as contentions by the party asserting them. In the event the parties are unable to agree upon a summary of the facts or a list of questions or issues, each party shall instead include a statement of facts and list of issues in that party's Position Paper submitted to the arbitrator. Such summary of facts and list of questions or issues shall be completed by the parties and submitted to the arbitrator within twenty (20) days of the date of the Notice of Impasse.
- 4) The parties shall cooperate to gather any documents and exhibits necessary to resolve the issues and provide them jointly to the arbitrator. In the event of a dispute between the parties regarding whether a document should be provided, the disputed document shall be submitted to the impartial intermediaries who will determine its appropriateness for submittal. Correspondence between the parties which discusses settlement or resolution of the issues shall be submitted. All such evidence shall be submitted to the arbitrator within twenty (20) days of the date of the Notice of Impasse.
- 5) Each party may submit a written Position Paper of no more than ten (10) pages, supporting or explaining that party's position and providing citations to relevant law. Any such Position Paper shall be submitted to the arbitrator within thirty (30) days of the date of the Notice of Impasse.
- 6) There shall be no hearing, no witnesses, no argument nor contact by the parties or their representatives with the arbitrator except for the joint submittals and each party's Position Paper.
- 7) The arbitrator may request additional information and may make any other orders necessary to resolve the entire matter.
- 8) The arbitrator shall issue a written decision resolving all the submitted issues within 30 days after receiving the Position Papers.

F. Nothing herein contained shall be so construed as to preclude DESIGN CONSULTANT or CITY from commencing a legal action in relation to claims in excess of \$50,000, but the sole legal remedy in relation to claims of \$50,000 or less shall be binding, unappealable special arbitration as described above.

12. AMENDMENTS: Whenever a change in the Scope of Work contemplated in this Agreement is determined to be necessary, the work will be performed in accordance with this Agreement provided, however, that BEFORE such work is started, an Amendment shall be executed by 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 CITY except as provided herein, nor shall DESIGN CONSULTANT do any work not covered by this Agreement unless such work is authorized through an executed amendment.

13. TERMINATION WITHOUT CAUSE: CITY may at any time and for any or no reason, at its convenience, terminate this Agreement or any part of the services to be rendered pursuant thereto by ten (10) day written notice to DESIGN CONSULTANT specifying the termination date. Immediately after receiving such notice, DESIGN CONSULTANT shall discontinue advancing the work under this Agreement and shall deliver to CITY all drawings, notes, calculations, sketches and other materials entirely or partially completed, together with all unused materials supplied by 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 Agreement under paragraph 4 and shall be in an amount to be agreed mutually by DESIGN CONSULTANT and CITY. CITY shall make this final payment within sixty (60) days after DESIGN CONSULTANT has delivered the last of the partially completed items.

14. TERMINATION WITH CAUSE

"This Agreement may be terminated by CITY for cause should the DESIGN CONSULTANT fail to perform any provision of this Agreement, 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 Agreement 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 assignment 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 Agreement, 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 Agreement.

The CITY'S right of termination for cause as set forth herein shall be in addition to, and not a limitation of, any and all other remedies available to CITY at law, in equity, or under the terms and provisions of this Agreement."

15. OWNERSHIP OF DOCUMENTS: All documents, including, but not limited to, preliminary designs, tracings, drawings, original mylars, estimates, field notes, investigations, design analysis and studies which are prepared in the performance of this Agreement are to be, and shall remain the property of CITY. DESIGN CONSULTANT shall furnish CITY, upon its request, originals or reproducible copies of technical specifications and copies of all other documents listed above. DESIGN CONSULTANT shall endorse, by his professional seal, all plans and DESIGN CONSULTANT'S data furnished by it.
16. 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.
17. NO KICK-BACK CERTIFICATION: DESIGN CONSULTANT warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement 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 CONSULTANT firm.

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

18. 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 Agreement.

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

19. CONTROLLING LAW: The laws of the State of Arizona shall govern this agreement.

20. NO ASSIGNMENT: DESIGN CONSULTANT shall not assign, transfer, convey or subcontract this Agreement or the services to be rendered pursuant thereto without the prior written consent of CITY.

21. **NOTICES:** Any notice required under this Agreement 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.

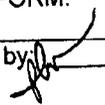
IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this
day of 2007

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

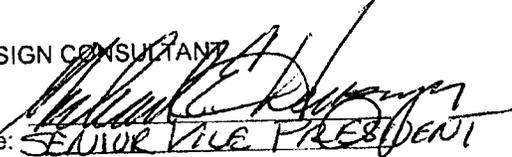
APPROVED AS TO FORM:

City Attorney by 

ATTEST:

City Clerk

DESIGN CONSULTANT

By: 
Title: SENIOR VICE PRESIDENT

ADDRESS FOR NOTICE
Stanley Consultants, Inc.
1661 East Camelback Road, Ste. 400
Phoenix, AZ 85016-4425
Phone: (602) 333-2200

ATTEST: If Corporation

Secretary

SEAL

ATTACHMENT A

DETAILED DESCRIPTION OF THE PROJECT AND DESIGN CONSULTANT SCOPE OF SERVICES

PROJECT TITLE: GALVESTON STREET BIKE/PEDESTRIAN BRIDGE

PROJECT NO.: ST0801-201

I. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

DESIGN CONSULTANT shall provide services for the design, permitting, development of construction documents, for the development of a bicycle and pedestrian bridge, located parallel to Galveston Street at the SR101 Price Freeway crossing in Chandler, Arizona. DESIGN CONSULTANT shall render services for preparing a Bridge Selection Report and median pier design only, all as more specifically described herein below.

II. PRELIMINARY RESEARCH:

As and for preliminary research before preparing the project design, DESIGN CONSULTANT shall:

1. Perform a Document Search for utility as-builts.
2. Perform a Document search for rights-of-way.
3. Perform a Document search for survey ties and benchmarks.
4. Perform a Document search for City policies, regulations, standards, design manuals, and requirements, etc relevant to project.
5. Research and/or obtain geotechnical reports and investigations, master plans, computer model data and field surveys.
6. Research all utility companies/agencies and acquire all available as-built and utility records.
7. Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by Owner.
8. Consultant shall provide a survey of the project area that includes complete topographical and property data of the immediate site. Design shall utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans. Clearly define the benchmark location and elevation that will be utilized for construction of this facility.

III. UTILITY/AGENCY COORDINATION:

9. Coordination with utility companies and agencies shall be in accordance with the latest version of the "Public Improvement Project Guide" (PIPG).

IV. GEOTECHNICAL INVESTIGATION:

10. Consultant shall perform all soil and pavement borings necessary to complete their work.
11. Sub -surface soil conditions, established by the geotechnical investigations, shall be incorporated into the bid documents in a manner usable to the excavation and foundation bidding and construction.

V. PROGRAMMING:

12. DESIGN CONSULTANT shall meet with City staff to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements.
13. DESIGN CONSULTANT shall perform a total of one Public Information meeting. This will include preparing exhibits, facilitating discussions and documenting meeting information exchange. CITY will advertise and promote the meetings.

The exact location of the pedestrian bridge has not been determined but the approximate location will be at SR101L and Galveston Street in the City of Chandler (COC). It is anticipated that the pedestrian bridge will be a four span bridge spanning over the SB Frontage Road, SR101L SB, SR101L NB and NB Frontage Road.

VI. DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS: Median Pier Design Only

1. After NTP has been issued, DESIGN CONSULTANT shall coordinate and facilitate a meeting among all stakeholders to determine the best location and general layout of the pedestrian bridge and prepare a bridge site plan.
2. DESIGN CONSULTANT shall prepare architectural color exhibits for presentation at one public meeting. Pedestrian bridge layout alternatives shall include a 2 span bridge over the 101L, a 3 span bridge over the 101L and NB Frontage Road and a 4 span bridge over the 101L and both the NB and SB frontage Roads.
3. DESIGN CONSULTANT shall attend one public meeting and assist the CITY. The CITY will perform all work associated with advertising, coordinating the meeting date, time and location and all set up and take down related to the public meeting.
4. After the public meeting, the CITY will collect and compile the public feed back and make a decision whether or not to move forward with design and construction of the proposed pedestrian bridge
5. If the decision by the CITY is to design and construct the pedestrian bridge, DESIGN CONSULTANT will prepare a Bridge Selection Report for review by the CITY and ADOT Bridge Group
 - a. DESIGN CONSULTANT shall coordinate and facilitate a review meeting and comment resolution after comments from the CITY and ADOT have been received.
6. If the decision by the CITY is to design and construct the pedestrian bridge, DESIGN CONSULTANT will prepare final design plan(s) and related special provisions as required for the median foundation and pier only, for inclusion into the ADOT SR101 HOV – Baseline Road to 202L Project.
7. If the decision by the City of Chandler is to design and construct the pedestrian bridge, DESIGN CONSULTANT will prepare the DESIGN CONSULTANTS construction cost estimate and assist ADOT and the City of Chandler with the ADOT-COC Joint Project Agreement (JPA).

VII. POST CONSTRUCTION:

Design Consultant shall prepare and deliver to CITY, record drawings of the constructed work on 4 mil Mylar, together with complete electronic files for the Project in AutoCAD release 14 or R2000. As-built information will be obtained from redlined drawings prepared by the contractor. Design Consultant shall provide to CITY six (6) electronic copies (CD-ROM) of the drawings in AutoCAD-14 format or R2000 for CITY and for distribution to affected utilities.

Schedule Durations

The proposed schedule for the median foundation and pier design only is shown below.

	Median Pier Design Only
Notice to Proceed (NTP)	September 4, 2007
Task 1 - Locate Bridge and Prepare Bridge Site Plan	2 weeks
Task 2 - Prepare Architectural Renderings/Exhibits	3 weeks*
Task 3 – One Public Meeting	2 nd or 3 rd week of October 2007
Task 4 - Collect Data and make Decision	2 weeks
Task 5 - Prepare Bridge Selection Report (BSR)	2 weeks
* Task 6 - Prepare Final Design Plans	2 weeks
* Task 7 - Prepare Construction Estimate and provide bidding and JPA Assistance	2 – 3 Weeks as Necessary
Total	17 weeks

* Included as part of the ADOT SR101 HOV – Baseline Road to 202L project final P, S & E submittal on Dec 7, 2007.

ATTACHMENT B

FEE SCHEDULE

PROJECT TITLE: GALVESTON STREET BIKE/PEDESTRIAN BRIDGE
PROJECT NO. ST0801-201
Chandler, AZ.

For services described in paragraph 3 of this Agreement, the CITY shall pay DESIGN CONSULTANT not to exceed the sum of Ninety Nine Thousand Nine Hundred Seventy Eight dollars (\$99,978) in accordance with the schedule set forth in exhibits B-1 attached hereto and incorporated herein by reference.

1. **PAYMENT SCHEDULE:** Payments to Design Consultant will be made in accordance with the fee schedule attached as Exhibit B-1.
2. The fee shown on the attached fee schedule, Exhibit B-1 is the total fee and includes "reimbursables".
3. Payment will be made monthly on the basis of progress reports and deliverables. Work schedule updates will be included in the monthly progress payment requests.
4. An application and certification for payment must be provided by Design Consultant. Such application must provide a clear, detailed invoice reflecting all items billed for. The summary sheet will show percentage of work completed to date, previous payment invoiced/received and current fee requested.
5. Such application shall also include any/all backup documentation (i.e.: receipts, invoices, logs, etc) supporting reimbursable expenses and consultant fees.

**EXHIBIT B-1
FEE SCHEDULE**

DIRECT LABOR

Classification	Workhours	Average Hourly Rate	Labor Costs	
Project Principal	0			\$0
Design Manager	67	\$54.60	\$3,658	
Project DESIGN CONSULTANT DESIGN	238	\$48.90	\$11,638	
CONSULTANT/Designer Technician/Drafter	208	\$37.40	\$7,779	
	136	\$27.20	\$3,699	
Land Surveyor	0	\$32.00	\$0	
Survey Crew	0	\$30.00	\$0	
Secretary/Clerical	28	\$20.80	\$582	
	<u>677</u>			
				Total Labor \$ 27,357
				Overhead (Negotiated) @ 154.82% of (Direct Labor) \$ 42,354
				Subtotal \$ 69,711

**DIRECT EXPENSES
(Actual Cost)**

Reprographics	\$1,000		
Telephone/FAX	\$25		
Postage/Delivery	\$100		
Supplies	\$50		
Mileage	\$200		
		Total Direct Expenses	\$ 1,375

**OUTSIDE SERVICES AND CONSULTANTS
(Estimated Actual Cost)**

Firm	Cost		Method of Compensation (CPNF, LS, etc.)	
AMEC	\$9,421	LS	(Geotechnical Foundation Investigation and Report)	
TY-LIN	\$12,500	LS	(Prepare Renderings/Graphics for Public Meetings)	
				Total Outside Services \$ 21,921
				Total Cost to Consultant \$ 93,007
				Fixed Fee (Direct Labor + Overhead x Multiplier) @10.0% \$ 6,971
				TOTAL COST \$ 99,978
				FEE NOT TO EXCEED \$ 99,978