



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CA08-084**

**1. Agenda Item Number:**

**49**

**2. Council Meeting Date:**

October 25, 2007

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** October 8, 2007

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Public Works

**5. SUBJECT:** Award a design contract to Sunrise Engineering, Inc for McQueen Yard Large Equipment Wash Bay, Project No. ST0722-201, in an amount not to exceed \$49,600.

**6. RECOMMENDATION:** Staff recommends that Council award a design contract to Sunrise Engineering, Inc. for McQueen Yard Large Equipment Wash Bay, Project No. ST0722-201, in an amount not to exceed \$49,600.

**7. BACKGROUND/DISCUSSION:**

City staff have identified the need for an additional large equipment wash bay at the McQueen Yard facility in order to meet increasing large equipment cleaning needs for the City, and particularly, increasing street sweeper fleet cleaning needs. Since it takes approximately 1 hour to properly clean a street sweeper after daily sweeping, the current fleet of ten street sweepers requires staggering worker shifts to keep up with equipment cleaning needs. An additional wash bay would allow two street sweeping trucks to be cleaned at the same time and would also allow operators to avoid sweeping during rush hour traffic periods. This improvement will allow greater wash bay availability to all, increase operator efficiency and better utilize our resources.

**8. EVALUATION:**

Sunrise Engineering, Inc. was selected in accordance with established City policies and procedures. Staff received proposals from two firms to provide design services in accordance with the procurement for direct select contracts for engineering services. Staff recommends award of this contract and project agreement to Sunrise Engineering, Inc. based on their experience and expertise and suitability for this project.

**9. FINANCIAL IMPLICATIONS:**

Cost: \$49,600.00

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>
411.3310.0000.6513.8ST217	Streets General Obligation Bonds	McQueen Road Street Facilities	07/08	\$49,600

**10. PROPOSED MOTION:** Move that Council award a design contract to Sunrise Engineering, Inc. for McQueen Yard Large Equipment Wash Bay, Project No. ST0722-201, in an amount not to exceed \$49,600.

**ATTACHMENTS:** Location Map

**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**

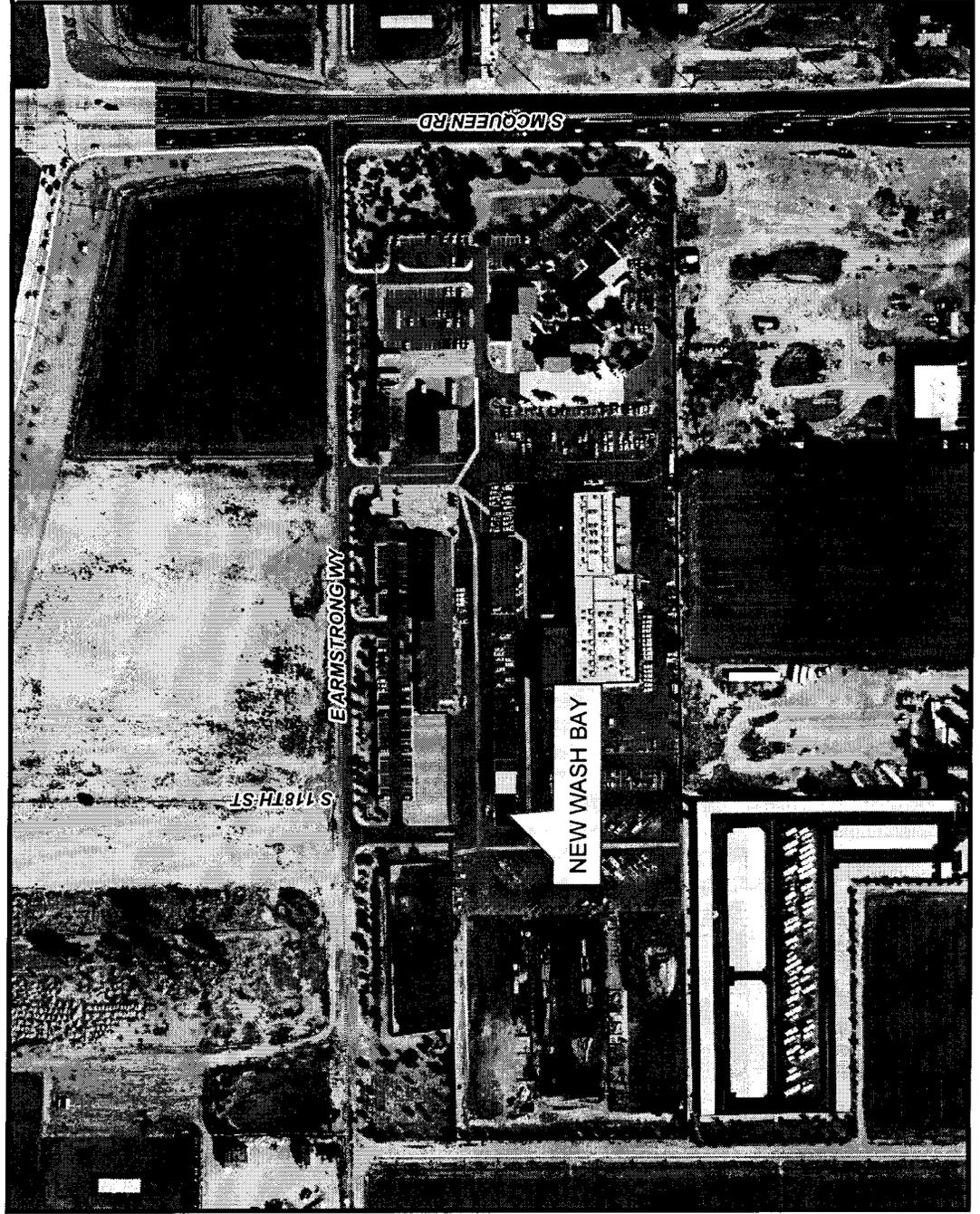
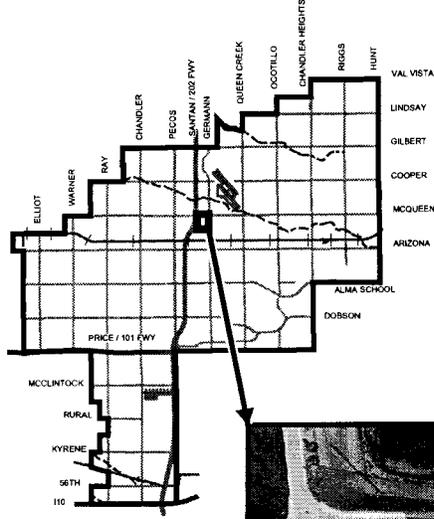
Sheina Hughes, Acting Assistant Public Works Director/City Engineer

**14. City Manager**

W. Mark Pentz



# McQUEEN YARD LARGE EQUIPMENT WASH BAY PROJECT NO. ST0722-201



MEMO NO. CA08-084



<b><u>REQUEST FOR LEGAL SERVICES</u></b>		<b>Request Number</b>		
<b>To:</b> Joni Chambers		<b>From:</b> Contract Admin.		
<b>Date:</b> 10/4/07				
<b>Date Service Required:</b> 10/9/07	<b>Point of Contact:</b> Paula Brown	<b>Phone #:</b> 3308 <b>Mail Stop:</b> 407		
<b>SERVICES REQUESTED:</b>				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Formal Written Opinion  <input type="checkbox"/> Informal Written Opinion  <input type="checkbox"/> Verbal Opinion  <input type="checkbox"/> Review Contract  <input type="checkbox"/> Prepare Contract  <input type="checkbox"/> Provide Training </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Review Resolution/Ordinance  <input type="checkbox"/> Prepare Resolution/Ordinance  <input type="checkbox"/> Review Attached; Send Letter  <input type="checkbox"/> Review Documents  <input type="checkbox"/> Filing of Lawsuit  <input checked="" type="checkbox"/> Other: Review and initial contract </td> </tr> </table>			<input type="checkbox"/> Formal Written Opinion <input type="checkbox"/> Informal Written Opinion <input type="checkbox"/> Verbal Opinion <input type="checkbox"/> Review Contract <input type="checkbox"/> Prepare Contract <input type="checkbox"/> Provide Training	<input type="checkbox"/> Review Resolution/Ordinance <input type="checkbox"/> Prepare Resolution/Ordinance <input type="checkbox"/> Review Attached; Send Letter <input type="checkbox"/> Review Documents <input type="checkbox"/> Filing of Lawsuit <input checked="" type="checkbox"/> Other: Review and initial contract
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(Note: Attach all pertinent information (e.g., contact persons within and without City, date of Council approval, citation to applicable code/charter provisions.)				
<b>Explanation:</b> Please review and initial contract ST0722-201for McQueen Road Street Facilities				
<b>LAW DEPARTMENT USE ONLY - LW</b> <i>LW7-980</i>				
<b>Date Received:</b> 10-4-2007	<b>Assigned To:</b> Joni Chambers	<b>First Contact:</b>		
<b>Date of Reply:</b> 10-4-2007	<b>See File:</b>	<b>Response Time:</b>		
<b>Reply:</b>  <i>OK Joe</i>				

## ENGINEERING SERVICES CONTRACT

PROJECT TITLE: McQueen Yard Large Equipment Wash Bay  
PROJECT NO: ST0722-201

This contract is made and entered into by and between the City of Chandler, Arizona, a municipal Corporation, hereinafter called the CITY, and **Sunrise Engineering, Inc. a Utah Corporation licensed to do business in the State of Arizona**, hereinafter called ENGINEER.

WHEREAS, ENGINEER represents ENGINEER 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 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 ENGINEER, as follows:

1. DESCRIPTION OF PROJECT

Design of an additional large equipment wash bay at the Street Facility's McQueen Road Yard.

2. SCOPE OF WORK

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

CONNECTION OF EXISTING FIRE PROTECTION SYSTEM

The ENGINEER shall provide the City of Chandler Fire Marshall a copy of the 30% and 90% design documents for review. The cover letter to the Fire Marshall shall request a review for all building fire protection connections to existing, new, or replaced water lines. When water lines of any size are included in the scope of work the consultant is responsible for obtaining information on all existing fire protection systems which could potentially be connected to the water line in the scope of work, and is responsible for the connection, reconnection, and identification of the fire protection system.

3. PAYMENT SCHEDULE

For services described in paragraph 2 of this Agreement, the CITY shall pay ENGINEER a fee based on the fee schedule attached hereto and made a part hereof by reference Exhibit B not to exceed the sum **Forty Nine Thousand Six Hundred** dollars (**\$49,600**). 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.

4. PERIOD OF SERVICE

ENGINEER shall complete all services described in paragraph 2 within **Ninety (90)** calendar days after "Notice to Proceed" is issued by the CITY. In the event delays are experienced beyond the control of ENGINEER, the completion date may be extended as mutually agreed upon by CITY and ENGINEER.

5. OPINIONS OF PROBABLE COSTS (ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER 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, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

6. APPROVALS

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

ENGINEER agrees to exercise the skill and care which would be exercised by comparable professional engineers 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, ENGINEER shall undertake at its own expense, the corrective adjustments or modifications.

7. REPORTING

Written monthly reports, along with updated work schedules, will be made by ENGINEER in the format prescribed by the CITY. These reports will be delivered to the CITY per schedule. When requested by the CITY, ENGINEER 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. This design contract has been awarded to ENGINEER 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. ENGINEER shall not deviate nor substitute any of these team members without prior written approval by CITY

B. ENGINEER shall be familiar with CITY's Standard Details and Specifications and other relevant CITY regulations. ENGINEER 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 ENGINEER, any standard details or specifications incorporated therein by reference, and the Construction Contract.

C. Correction of Mistakes: ENGINEER shall be responsible for the completeness and accuracy of the work prepared or compiled under ENGINEER's obligation for this project and shall correct, at ENGINEER'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 ENGINEER. The cost of the design necessary to correct those errors attributable to ENGINEER and any damage incurred by CITY as a result of additional construction costs caused by such engineering or architectural errors shall be chargeable to ENGINEER and shall not be considered a cost of the Work. The fact that CITY has reviewed or approved ENGINEER's work shall in no way relieve ENGINEER of any of its responsibilities.

9. INDEMNIFICATION

(a) For Professional Liability:

To the fullest extent permitted by law, ENGINEER shall defend, indemnify and hold harmless the City of Chandler, its agents, representatives, officers, directors, officials and employees, individually and collectively,

(hereinafter CoC) from and against all losses, claims, damages, suits, actions, payments, judgments, demands, expenses, and costs, including but not limited to, attorney's fees, defense costs, court costs, and the cost of appellate proceedings, or actions of any kind and nature related to, arising out of, or alleged to have resulted from the errors, mistakes or omissions relating to professional services by ENGINEER, its employees, agents, or any tier of subcontractors in the performance of this Contract or of any other person for whose errors, mistakes or omissions ENGINEER may be legally liable. This indemnity shall not be construed to include losses, claims, damages, suits, or actions of any kind and nature, to the extent arising from or alleged to have resulted from the errors, mistakes or omissions of CoC (other than ENGINEER, its employees, agents, or any tier of subcontractors). The provisions of this paragraph shall survive termination of this Contract.

(b) For all Other Liabilities, Hazards and Exposures:

To the fullest extent permitted by law, ENGINEER shall defend, indemnify and hold harmless the City of Chandler, its agents, representatives, officers, directors, officials and employees, individually and collectively, (hereinafter CoC) from and against all losses, claims, damages, suits, actions, payments, judgments, demands, expenses, and costs, including but not limited to, attorney's fees, defense costs, court costs, and the cost of appellate proceedings, or actions of any kind and nature, wages or overtime compensation due employees in rendering service under this Contract and whether to any person or property, including natural resources and any claim made under the Fair Labor Standards Act or any other federal or state laws, related to, arising out of, or alleged to have resulted from the actions of ENGINEER and alleged to have been caused in whole or in part by any act or omission of ENGINEER, anyone directly or indirectly employed by them or anyone for whose acts ENGINEER may be legally liable, and from any claims or amounts arising or recovered under Workers' Compensation laws or any other law, bylaw, or ordinance, order or decree or any failure on the part of ENGINEER, its agents, employees or representatives to fulfill ENGINEER's obligations under this Contract. This indemnity shall not be construed to include losses, claims, damages, suits, or actions of any kind and nature, to the extent arising from or alleged to have resulted from the errors, mistakes or omissions of CoC, (other than ENGINEER, its employees, agents, or any tier of subcontractors). The provisions of this paragraph shall survive termination of this Contract.

(c) Consequential Damages:

The parties intend that damages and/or costs and all other terms implying an amount tied to liability shall include consequential damages and loss of productivity limited to the total value of this contract in dollars as payable by the City of Chandler or twice the amount of aggregate insurance required by this Contract, whichever is greater.

(d) Insurance does not limit liability:

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:**

- A ENGINEER, 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 ENGINEER 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 ENGINEER.
- 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 ENGINEER'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, 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 ENGINEER'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 ENGINEER. ENGINEER 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 ENGINEER 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 ENGINEER with reasonable promptness in accordance with the ENGINEER'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 ENGINEER until such time as the ENGINEER 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, ENGINEER shall furnish to CITY Certificates of Insurance, issued by ENGINEER'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 ENGINEER, 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 ENGINEER of any deficiencies in such policies and endorsements, and such receipt shall not relieve ENGINEER from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of ENGINEER's obligations under this Agreement.

### 10.3 Required Coverage

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

ENGINEER 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 ENGINEER'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

ENGINEER shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over ENGINEER'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, ENGINEER will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of ENGINEER.

### 10.3.5 Professional Liability

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

## 11. 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 ENGINEER. Additions to, modifications of, or deletions from the project provided herein may be made and the compensation to be paid to ENGINEER may be adjusted accordingly by mutual agreement of the contracting parties. It is agreed that no claim for extra work by ENGINEER will be allowed by the CITY except as provided herein, nor shall ENGINEER do any work not covered by this Contract unless such work is authorized through an executed amendment.

## 12. TERMINATION WITHOUT CAUSE

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 ENGINEER specifying the termination date. Immediately after receiving such notice, ENGINEER 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.

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

**13. TERMINATION WITH CAUSE**

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

- (a) ENGINEER abandons Work;
- (b) ENGINEER 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) ENGINEER 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) ENGINEER fails or refuses to perform any obligation under the Agreement, or fails to remedy such nonperformance within seven (7) days after its occurrence;
- (e) ENGINEER fails to comply with any applicable Laws and fails to remedy such nonperformance within seven (7) days after its occurrence;
- (f) ENGINEER 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."

**14. 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. ENGINEER shall furnish the CITY, upon its request, originals or reproducible of technical specifications and copies of all other documents listed above. ENGINEER shall endorse, by his professional seal, all plans and engineering data furnished by him.

**15. 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 ENGINEER to be suitable for re-use for any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to ENGINEER.

**16. NO KICK-BACK CERTIFICATION**

ENGINEER warrants that no person has been employed or retained to solicit or secure this Contract 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 ENGINEERING 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.

17. CONFLICT OF INTEREST

ENGINEER 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.

18. CONTROLLING LAW

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

19. NO ASSIGNMENT

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

20. 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 \_\_\_\_\_ 2007.

CITY OF CHANDLER

ENGINEER:

\_\_\_\_\_  
Department Head/Designee      Date

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

ADDRESS FOR NOTICE  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

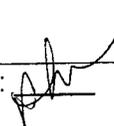
ATTEST:

ATTEST: If Corporation

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

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney      by:       SEAL

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IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this 15TH day of OCTOBER 2007.

CITY OF CHANDLER

ENGINEER:



\_\_\_\_\_  
Department Head/Designee      Date

By: \_\_\_\_\_  
Title: PRINCIPAL / PROJECT MANAGER

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

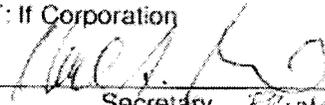
ADDRESS FOR NOTICE  
2152 S VINEYARD, SUITE 123  
MESA, AZ 85210

Phone: (480) 768-8600

ATTEST:

ATTEST: If Corporation

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

  
\_\_\_\_\_  
Secretary PRINCIPAL

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney      by: \_\_\_\_\_      SEAL

## **EXHIBIT A SCOPE OF WORK**

ENGINEER shall provide the following services:

Provide plans, specifications and cost estimate for the construction of an additional large equipment wash bay at the City of Chandler's I-202 and McQueen facility. The bay shall be 60-feet in width to accommodate two vehicles at the same time. The intent is to allow the simultaneous cleaning of two trucks and minimize the maintenance frequency of the proposed wash runoff treatment structures. The necessary tasks to complete the project are described as follows:

1. Project Management, Survey and Civil Design
  - a. Project Management and Coordination of design with Facility Officials
  - b. Topographic survey and basemapping.
  - c. Civil improvement plans for the facility including site layout of new wash rack, site grading and drainage and stub-outs for water and gas. Design and details for a settling/separator tank and connection to the existing sewer.
  - d. Obtain Flood Plain Use Permit similar to the one obtained for the existing wash area.
  - e. Determine whether a drainage report is needed. If needed, a contract amendment will be executed.
2. Structural plans, details and specifications for the wall, slab and roof structure.
3. Fire Protection to include Sprinkler System Design
4. Lighting, Electrical, Mechanical (steam cleaner flue) and Plumbing Design
5. Architectural Services
6. Design Team Assistance During Construction to include
  - a. Plan clarification during bidding or GMP resolution
  - b. Pre-bid walk-through
  - c. Site visits and assistance during construction as necessary.

### Scope of Work Exclusions & Conditions

1. Geotechnical and environmental reports are excluded.
2. Any pothole information.
3. Water pressure/system analysis.
4. Any drainage report including applications to FEMA or Regional Flood Control.
5. Any Construction observation and/or engineering services during construction other than those specified shall be billed at hourly rates.
6. Preparation of legal descriptions and exhibits for easements is additional.
7. Approvals from any agency or jurisdiction other than the City of Chandler and Flood Control is excluded.

The cost of engineering services performed as part of this contract is \$49,600 and shall be billed on a Time and Material Not to Exceed basis in accordance with Exhibit B. Any further services requested in excess of those listed above will be performed at the rates and fees shown on the attached fee schedule Exhibit B.

**EXHIBIT B  
FEE SCHEDULE**

Task	Cost
Project Management, Survey and Civil Design	\$23,000
Structural Design	\$3,500
Fire Protection	\$1,000
Plumbing, Electrical, Mechanical	\$5,000
Architectural Services	\$15,000
Design Team Assistance During Construction	\$2,100
<b>TOTAL</b>	<b>\$49,600</b>

CODE	CLASSIFICATION	RATE Per hour	CODE	CLASSIFICATION	RATE Per hour
110	Engineer Intern (E.I.T.) I	\$79	710	Administrative I	\$39
120	Engineer Intern (E.I.T.) II	\$89	720	Administrative II	\$49
130	Engineer III	\$105	730	Administrative III	\$59
140	Engineer IV	\$119	810	Field Technician I	\$49
150	Engineer V	\$140	820	Field Technician II	\$59
160	Principal Engineer	\$165	830	Field Technician III	\$69
210	Project Manager I	\$95	840	Field Technician IV	\$79
220	Project Manager II	\$120	920	Survey Technician	\$58
310	Engineering Technician I	\$69	940	Survey Crew Chief	\$99
320	Engineering Technician II	\$79	945	One Man Survey Crew	\$99
330	Engineering Technician III	\$89	950	Survey Manager	\$109
340	Engineering Technician IV	\$99	960	Chief of Survey	\$130
410	CAD Technician I	\$55			\$0.44/
420	CAD Technician II	\$65	MILE	Mileage	mile
430	CAD Technician III	\$70			
440	CAD Technician IV	\$75			