



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA08-103**

1. Agenda Item Number:
27

2. Council Meeting Date:
November 8, 2007

TO: MAYOR & COUNCIL

3. Date Prepared: October 23, 2007

THROUGH: CITY MANAGER

4. Requesting Department: Public Works

5. SUBJECT: Award a design contract to Entellus, Inc. for 56th Street and Chandler Boulevard Right Turn Lanes, Project No. ST0022-202, in an amount not to exceed \$49,956.

6. RECOMMENDATION: Staff recommends that Council award a design contract to Entellus, Inc. for 56th Street and Chandler Boulevard Right Turn Lanes, Project No. ST0022-202, in an amount not to exceed \$49,956.

7. BACKGROUND/DISCUSSION: These improvements are required to relieve congestion and provide intersection safety and capacity for the 56th Street and Chandler Boulevard intersection. The project will consist of completion of design and preparation of construction documents for roadway improvements to include the addition of northbound, eastbound and westbound right turn lanes; replacement of existing curb, gutter, sidewalk and landscaping as necessary; and relocation of existing traffic signals and red light cameras.

8. EVALUATION: The City selection process was developed in accordance with the state law for selecting design services. The proposed design fees were evaluated by City Staff and compared to historical design costs for similar projects.

9. FINANCIAL IMPLICATIONS:

Cost: \$49,956
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>
411.3310.0000.6517.7ST218	GO Bonds - Streets	Street Capacity and Safety Imp	FY06/07	\$49,956

10. PROPOSED MOTION: Move that Council award a design contract to Entellus, Inc. for 56th Street and Chandler Boulevard Right Turn Lanes, Project No. ST0022-202, in an amount not to exceed \$49,956, 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

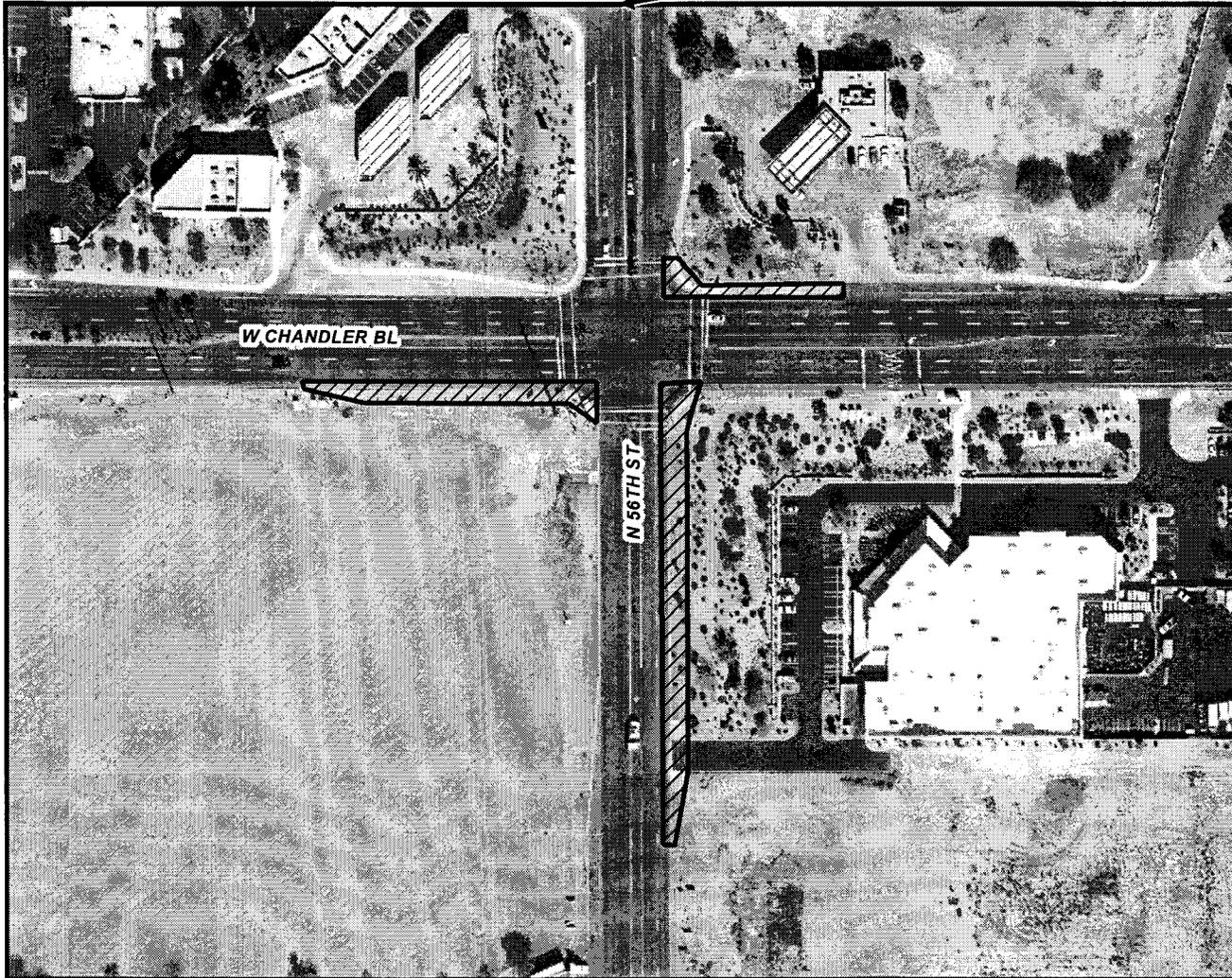
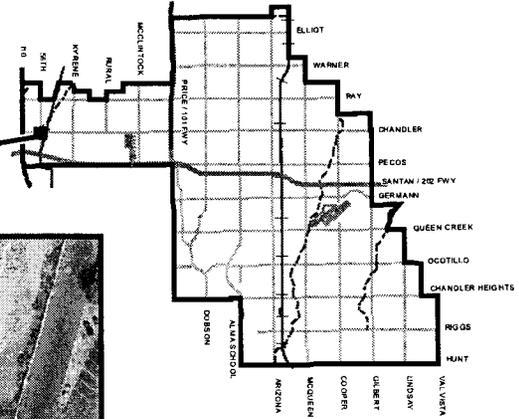
Sheina Hughes, Acting Assistant Public Works Director/City Engineer

14. City Manager

W. Mark Pentz



56TH ST AND CHANDLER BL RIGHT TURN LANES PROJECT NO. ST0022-202



MEMO NO. CA08-103

LEGEND

 RIGHT TURN LANES



DESIGN CONSULTANT SERVICES CONTRACT

PROJECT TITLE: 56th Street and Chandler Boulevard Right Turn Lanes
PROJECT NO: ST00022-202

This contract is made and entered into by and between the City of Chandler, Arizona, a municipal Corporation, hereinafter called the CITY, and Entellus, Inc. an Arizona corporation, hereinafter called DESIGN CONSULTANT.

WHEREAS, DESIGN CONSULTANT represents DESIGN CONSULTANT has the expertise and is qualified to perform the services described in this 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 DESIGN CONSULTANT, as follows:

1. DESCRIPTION OF PROJECT

DESIGN CONSULTANT shall provide all review and design services, including but not limited to civil engineering design and development of construction documents, for the improvements to the intersection of 56th Street and Chandler Boulevard. The project consists of right turn lanes at the northeast, southeast and southwest corners of the intersection and includes new asphalt pavement, curb and gutter, sidewalks, streetlights, traffic signals, signing and striping and landscaping.

2. SCOPE OF WORK

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

3. PAYMENT SCHEDULE

For services described in paragraph 2 of this Agreement, 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 **Forty Nine Thousand Nine Hundred Fifty Six dollars (\$49,956)**. 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

DESIGN CONSULTANT shall complete all services described in paragraph 2 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.

5. 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 engineer. 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.

6. 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 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, DESIGN CONSULTANT 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 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.

8. STANDARDS OF PERFORMANCE:

A. DESIGN CONSULTANT shall be familiar with CITY's Standard Details and Specifications and other relevant CITY regulations. 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.

B. 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 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. 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

(a) For Professional Liability:

To the fullest extent permitted by law, DESIGN CONSULTANT 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 DESIGN CONSULTANT, 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 DESIGN CONSULTANT 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

DESIGN CONSULTANT, 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, DESIGN CONSULTANT 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 DESIGN CONSULTANT and alleged to have been caused in whole or in part by any act or omission of DESIGN CONSULTANT, anyone directly or indirectly employed by them or anyone for whose acts DESIGN CONSULTANT 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 DESIGN CONSULTANT, its agents, employees or representatives to fulfill DESIGN CONSULTANT'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 DESIGN CONSULTANT, 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 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, 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 CA00011283 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. 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.

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 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.

13. 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."

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. 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.

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 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.

16. NO KICK-BACK CERTIFICATION

DESIGN CONSULTANT 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 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.

17. 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.

18. CONTROLLING LAW

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

19. 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.

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

MAYOR Date

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

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney by: _____ SEAL

DESIGN CONSULTANT:
By: _____
Title: Vice President

ADDRESS FOR NOTICE
Entellus, Inc.
2255 N. 44th Street, #125
Phoenix, AZ 85008-3279
Phone: 602-244-2566

ATTEST: if Corporation
Patricia M. Miller
Secretary

EXHIBIT A SCOPE OF WORK

I. PROJECT DESCRIPTION AND SCOPE OF CONSTRUCTION:

1. This project was previously designed by Entranco in 2005 and consists of right turn lanes at the northeast, southeast and southwest corners of the intersection. The design engineer, Entranco, has since gone out of business. The plans were completed through 100% plan stage but were not sealed for bidding purposes. The City of Chandler needs to have the plans reviewed and sealed so the project can be bid.
2. The designed improvements for the right-turn lanes are as follows: new asphalt pavement, curb and gutter, sidewalks, streetlights, traffic signals, signing and striping and landscaping.
3. DESIGN CONSULTANT shall provide all review/design services as defined herein for the project, including but not limited to civil engineering design and development of construction documents, for the Improvements to the Intersection of 56th Street and Chandler Boulevard. This project is partially funded through Arizona Department of Transportation (ADOT), therefore DESIGN CONSULTANT shall prepare plans and specifications in accordance with ADOT requirements and bid by ADOT. It is assumed that all right-of-way documents have been completed and right-of-way acquisition is in progress. The scope of work is described more specifically herein below.
4. DESIGN CONSULTANT assumes the original design to be accurate. DESIGN CONSULTANT will not be responsible for errors in the original design. If the DESIGN CONSULTANT relies on the original design and/or does not change it, and the design was flawed, negligent, contained errors or omissions, the City or its designee will be liable for those errors and will indemnify the DESIGN CONSULTANT and its sub-consultants from liability arising out of the flawed design.

II. COORDINATION

5. DESIGN CONSULTANT shall coordinate this project with the CITY staff and in particular the project manager from the Public Works Department and ADOT. Anticipated coordination meetings are: Comment Review Meetings after each plan submittal, Pre-Design Review Meeting, and a Plans-In-Hand Field Review. Interim communications shall be maintained via telephone, facsimile, or e-mail transmission. DESIGN CONSULTANT shall also attend and participate in Project meetings (2 estimated), plans-in-hand field review (1 estimated) comment resolution meetings (1 estimated), and stakeholders meetings (4 estimated).
6. DESIGN CONSULTANT shall meet with CITY staff design team to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements.
7. DESIGN CONSULTANT shall attend one (1) Public Information meetings. DESIGN CONSULTANT shall prepare exhibits, deliver a presentation, facilitate discussions and document meeting information exchange. The exhibits shall include Design drawings as required for the meeting. CITY shall advertise and promote the meetings.
8. DESIGN CONSULTANT shall coordinate this project with all other applicable utility companies in accordance with the "Public Improvement Project Guide (PIPG)". DESIGN CONSULTANT shall coordinate with all applicable utility companies and furnish the necessary plans, arrange all coordination meetings and obtain necessary approvals from those utility companies. It is anticipated that DESIGN CONSULTANT shall attend one (1) utility coordination meetings to coordinate relocations with utility/agency and establish relocation schedules.
9. DESIGN CONSULTANT shall identify utility conflicts during the initial stages of the review/design process. DESIGN CONSULTANT assumes that all utility easement documentation is complete and that

no additional legal descriptions or ROW are needed. If additional easements are identified, DESIGN CONSULTANT shall provide necessary information to the CITY'S Real Estate Department to allow the CITY to complete acquisition during the design phase. DESIGN CONSULTANT shall perform potholing as defined under Paragraph IX.

10. DESIGN CONSULTANT shall submit plans, specifications, and design calculations to utilities/agencies for review and use during their design for their service improvements or any necessary relocations.
11. DESIGN CONSULTANT shall follow-up with the final review/design submittal for utility construction and coordination with the bid documents.
12. DESIGN CONSULTANT shall incorporate the utility/agency private developer construction requirements into the CITY's construction documents and design plans.
13. DESIGN CONSULTANT shall coordinate with ADOT Local Government Section during the review/design of the project as directed by the CITY. Timely and complete submittal packages, including necessary clearances, shall be made to ADOT to advance the project to advertisement for bids. All plans and specifications shall be in accordance with ADOT requirements.

III. DATA COLLECTION:

14. DESIGN CONSULTANT shall contact Arizona Blue Stake to identify the utilities listed in their database for the area. DESIGN CONSULTANT shall request quarter section mapping from the identified franchise utilities. DESIGN CONSULTANT shall also request quarter section mapping of right-of-way, water, reclaimed water, and sewer from the CITY. DESIGN CONSULTANT shall request necessary as-built mapping from the CITY as well as developers of the adjacent properties as needed.
15. As and for preliminary research before preparing the project design, DESIGN CONSULTANT shall:
 - o Perform a Document Search for utility as-builts.
 - o Perform a Document Search for rights-of-way.
 - o Perform a Document Search for survey ties and benchmarks.
 - o Perform a Document Search for City policies, regulations, standards, design manuals, and requirements, etc relevant to project.
 - o Research and/or obtain geotechnical reports and investigations, master plans, computer model data and field surveys.
 - o Research all utility companies/agencies and acquire all available as-built and utility records.
 - o Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by CITY. Verification will consist of match point elevations for curb, gutter, sidewalk, and drainage facilities. "Measured drawings" will be included in the topographic survey within the project limits and shown on the design base map.
16. The CITY shall provide the following:
 - o Quarter Section Maps for the City of Chandler and franchise utilities
 - o As-Built drawings researched and requested by DESIGN CONSULTANT
 - o Standard Details, Policies, and Guidelines
 - o Design plans, specifications, topographic surveys, geotechnical reports, pothole logs, environmental reports, drainage reports and other calculations developed by Entranco
17. DESIGN CONSULTANT shall obtain aerial maps that shall be used for meeting exhibits. It is anticipated that the aerial mapping will be mapping available to DESIGN CONSULTANT at no cost from DESIGN CONSULTANT mapping sources. If a higher quality mapping is necessary, DESIGN CONSULTANT will prepare a change order to this contract to obtain the mapping.

IV. SURVEY:

18. DESIGN CONSULTANT shall verify Entranco Survey and obtain additional topographic survey for existing improvements on 56th Street and Chandler Boulevard where necessary. CITY shall provide the Entranco 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 and clearly define the benchmark location and elevation that shall be utilized for construction of this facility.
19. DESIGN CONSULTANT shall establish horizontal and vertical control throughout the project based on the City of Chandler datum. The survey verification and supplemental survey where necessary shall locate above ground features including edge of pavement, curb and gutter, signs, fences, walls, manholes, storm drain facilities, water valves, fire hydrants, power poles and other telecommunications facilities, red light cameras streetlights, and traffic signal facilities. Elevations shall be obtained at edge of pavement, gutter, top of curb, street center line, water valve nuts, manhole inverts and rims, inlet inverts and gutter, and sufficient elevations beyond the edge of pavement to represent the existing surface.
20. DESIGN CONSULTANT shall show the topographic survey on the construction plans using standard symbols and spot elevations. DESIGN CONSULTANT shall develop a legend indicating the meaning of all symbols on the plans. Where necessary, items not included in the legend shall be labeled using notes.
21. DESIGN CONSULTANT shall provide an aerial photograph of the project area to be used for public meeting exhibits as well as visual aids during design and utility coordination meetings.

V. BASE MAPPING:

22. DESIGN CONSULTANT shall review base mapping created by Entranco for use throughout the project and shall include supplemental topographic survey and field reconnaissance, and additional existing public utility locations not shown on the Entranco plans. DESIGN CONSULTANT shall verify private utilities and add any new/relocated utility to the base map.

VI. HYDROLOGIC ANALYSIS:

23. DESIGN CONSULTANT shall review drainage designed by Entranco for the roadway based on the guidelines in the CITY's Storm Drainage System Design Manual TDM #3. It is anticipated that the existing drainage facilities will continue to be utilized for this project.

VII. GEOTECHNICAL INVESTIGATION:

24. DESIGN CONSULTANT shall utilize the Geotechnical report that was prepared for the Entranco Design. If a report is not available and if necessary, the DESIGN CONSULTANT shall prepare an amendment to this contract for a geotechnical investigation.

VIII. RIGHT-OF-WAY/EASEMENTS:

25. It is anticipated that all right-of-way documents have been prepared and right-of-way has been obtained based on the Entranco design. Additional right-of-way is not anticipated. If it is determined that additional legal descriptions and exhibits are necessary, the fee to develop them will be \$750 each and will include correcting all DESIGN CONSULTANT errors and one City initiated revision.

IX. POTHOLING:

26. DESIGN CONSULTANT shall utilize potholes obtained for the Entranco design where applicable and if available. No additional potholes are included in this proposal. Should additional potholes be necessary, the DESIGN CONSULTANT shall prepare an amendment to this contract for pothole investigation.

X. ROADWAY DESIGN PLANS:

27. DESIGN CONSULTANT shall review the Entranco roadway plans in accordance with the City of Chandler Design Standards and Details, MAG Standard Specifications and Details, and ADOT requirements. DESIGN CONSULTANT shall address any discrepancy found. DESIGN CONSULTANT shall address additional review comments from the 100% re-submittal.
28. DESIGN CONSULTANT shall re-submit the 100% plans for review and comment. After DESIGN CONSULTANT has addressed all comments on the 100% re-submitted plans, DESIGN CONSULTANT shall prepare and submit Mylar drawings.

XI. SIGNING AND STRIPING PLANS:

29. DESIGN CONSULTANT shall review the Entranco signing and striping plan sheets. DESIGN CONSULTANT shall update Standard Notes and make any necessary revisions. DESIGN CONSULTANT's work under this item shall also include quantity calculations and responses to review comments on re-submitted 100% plans.

XII. TRAFFIC SIGNAL PLANS:

30. DESIGN CONSULTANT shall review the traffic signal plans in accordance with the City of Chandler Traffic Signal Design Manual (TDM #5). DESIGN CONSULTANT shall update Standard Notes and address all previous comments from the Entranco 100% submittal. DESIGN CONSULTANT shall address all comments received from the re-submitted 100% plans.

XIII. LANDSCAPE AND IRRIGATION PLANS:

31. DESIGN CONSULTANT will review the landscape plans to ensure they are in accordance with the City of Chandler Landscape and Irrigation Design Manual (TDM #8). DESIGN CONSULTANT shall update Standard Notes and address all comments from the re-submitted 100% plan review.

XIV. CONSTRUCTION DOCUMENTS AND SUBMITTALS:

32. DESIGN CONSULTANT's work under this task shall be the miscellaneous work required to review, revise and complete the construction documents, including general plan sheets and cover sheet, specifications, cost estimates, weekly project schedule updates and traffic control plan.
- A. Additional Plan Sheets. DESIGN CONSULTANT shall review and update the Cover Sheet, the General Notes and Legend Sheet, and Detail Sheets as necessary to complete the plan set. DESIGN CONSULTANT will use new sheet borders and title blocks for all plan sheets showing the Entellus, Inc. and sub-consultant logo and engineer's seal. DESIGN CONSULTANT shall prepare these sheets in conformance with the City of Chandler Design and Drawing Standards and ADOT requirements. Work under this item shall include modifications to these sheets due to review comments on submittals.
- B. Technical Specifications. DESIGN CONSULTANT shall review and update the specifications in accordance with ADOT standards. DESIGN CONSULTANT shall prepare the technical specifications in Microsoft Word format. DESIGN CONSULTANT anticipates submittal of the technical specifications with the 100% re-submittal and final submittals. Work under this item includes modifications due to review comments on submittals. DESIGN CONSULTANT shall submit Final specifications on sealed hard copy and electronic format for inclusion into the bid documents.

- C. Estimate of Probable Cost. DESIGN CONSULTANT shall prepare preliminary construction cost estimates. DESIGN CONSULTANT shall obtain unit prices, whenever possible, from recent similar construction and/or bid tabulations provided by the CITY and ADOT.
- D. Submittal Requirements
 - a. DESIGN CONSULTANT shall:
 - o Submit revised 100% plans
 - o Submit a construction cost estimate
 - o Submit Specifications and bid schedule
 - o Submit Final Plans

XV. POST-DESIGN SERVICES:

- 33. This Scope of Work is based on standard Post-Design Services provided by the DESIGN CONSULTANT during construction as described in the City's Standard General Conditions for Construction Contracts. It does not include part or full-time construction administration. It includes general civil, and traffic signal but does not include geotechnical, landscape, or potholing services. DESIGN CONSULTANT is available to provide part or full-time construction administration if requested by the CITY and authorized by an approved change order.
 - A. Request for Information (RFI). DESIGN CONSULTANT shall review and respond to all RFI's submitted for the project.
 - B. Shop Drawings. DESIGN CONSULTANT shall review all shop drawings for compliance with the design specifications.
 - C. As-Built Drawings. DESIGN CONSULTANT shall prepare as-built drawings from Contractor red lined drawings. DESIGN CONSULTANT will not certify the as-built drawings unless contracted to perform construction administration and inspections.

**EXHIBIT B
FEE SCHEDULE**

	SR. PE	PM	PE	CADD	CLER	SURVEY FIELD	SURVEY OFFICE	ENTELLUS LABOR	SUB FEES	REIMB	TOTAL FEE
	\$155	\$126	\$104	\$69	\$42	\$122	\$67				
I PROJECT DESCRIPTION											
II COORDINATION											
1		2	2		2			\$544.00			\$544
2	2	2	2					\$770.00			\$770
3			4					\$416.00			\$416
4		4	4		2			\$1,004.00			\$1,004
5		8						\$1,008.00			\$1,008
6		4		4				\$780.00	\$200		\$980
7		2	8					\$1,084.00			\$1,084
8	2	8	8					\$2,150.00			\$2,150
III DATA COLLECTION											
1		2	2	8				\$1,012.00			\$1,012
2		2		4				\$528.00			\$528
IV SURVEY											
1			10	24		20	36	\$7,548.00		\$625	\$8,173
V BASE MAPPING											
1			4	16				\$1,520.00			\$1,520
VI HYDROLOGIC ANALYSIS											
1		4	8		4			\$1,504.00			\$1,504
VII GEOTECHNICAL INVESTIGATION											
1		2	2					\$480.00			\$460
VIII RIGHT-OF-WAY/EASEMENTS											
1		2	4					\$668.00			\$668
IX POTHOLING											
1			4	8				\$968.00			\$968
X ROADWAY DESIGN PLANS											
1	2	8	16	20				\$4,362.00			\$4,362
2			4	8				\$968.00			\$968
XI SIGNING AND STRIPING PLANS											
1	2	2	4	4				\$1,254.00			\$1,254
2			2	4				\$484.00			\$484
XII TRAFFIC SIGNAL PLANS											
1			2	4				\$484.00	\$5,332		\$5,816
XIII LANDSCAPE AND IRRIGATION PLANS											
1			2					\$208.00	\$3,037		\$3,245
XIV CONSTRUCTION DOCUMENTS AND SUBMITTALS											
1		2	2	8				\$1,012.00			\$1,012
2	2	4	8		2			\$1,730.00			\$1,730

	Specifications												
3	Review and Update Cost Estimate	2	4	8	2				\$1,304.00				\$1,304
4	Submit Plans, Printing Costs & Travel	2	2	2	2	2			\$992.00		\$300		\$1,292
XV	POST DESIGN SERVICES												
1	Address RFI's		2	4					\$668.00				\$668
2	Prepare As-built Drawings	2	2	8	20				\$2,774.00		\$50		\$2,824
3	SWTE		2						\$252.00	\$1,956			\$2,208
	PROJECT INSURANCE (ALMA SCHOOLWARNER)												
	Total Design Fee	14	68	120	142	14	20	36	\$38,456.00	\$10,325	\$1,175	\$49,956	