



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CA08-154**

**1. Agenda Item Number:**

**31**

**2. Council Meeting Date:**  
January 17, 2008

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** January 2, 2008

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Municipal Utilities

**5. SUBJECT:** Award a design services contract to Stantec for Avenida Tercera Street Improvements, Project No. WA0712-201, in an amount not to exceed \$43,749.

**6. RECOMMENDATION:** Staff recommends that Council award a design services contract to Stantec for Avenida Tercera Street Improvements, Project No. WA0712-201, in an amount not to exceed \$43,749.

**7. BACKGROUND/DISCUSSION:** Avenida Tercera is a residential street located at the southeast corner of McClintock Drive and Chandler Boulevard, adjacent to the Hightown Water Production Facility. The original roadway was constructed prior to current residential street standards and is only about 20 feet wide, compared to the local street standard of 35 feet. The eastern half of the road right-of-way is unimproved, with no asphalt, curb, gutter, or sidewalk.

The Hightown WPF recently underwent installation of arsenic treatment equipment and a perimeter wall along the eastern edge of the Avenida Tercera right-of-way. During construction, the Traffic Engineering Division determined that the widening of the roadway was needed for safer local traffic flow, improved well site access, and improved sight distances when turning onto Chandler Boulevard. Because the street is adjacent to the water production facility, Municipal Utilities agreed to perform the widening in connection with their other site improvements.

This contract will provide design services for the improvement of Avenida Tercera to the extent feasible within the existing right-of-way. The design is projected to be complete within six months.

**8. EVALUATION:** The consultant selection process was conducted in accordance with established City policies and procedures. Hourly rates and fees for this project were compared to similar projects and found to be acceptable.

**9. FINANCIAL IMPLICATIONS:**

Cost: \$43,749  
Savings: N/A  
Long Term Costs: N/A

**Fund Source:**

<u>Account Number</u>	<u>Fund Name</u>	<u>Program Name</u>	<u>CIP Funded</u>	<u>Amount</u>
605.3860.0000.5419	Water Operations	N/A	N/A	\$43,749

**10. PROPOSED MOTION:** Move that Council award a design services contract to Stantec for Avenida Tercera Street Improvements, Project No. WA0712-201, in an amount not to exceed \$43,749 and authorize the Mayor to sign the contract documents.

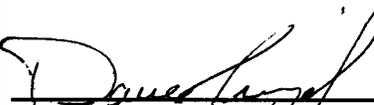
**ATTACHMENTS:** Location Map, Contract

**APPROVALS**

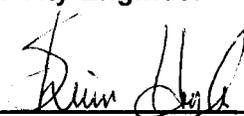
**11. Requesting Department**

  
Robert Mulvey, Assistant Municipal Utilities Director

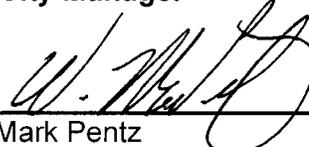
**14. Requesting Department**

  
Dave Siegel, Municipal Utilities Director

**13. City Engineer**

  
Sheina Hughes, Acting Assistant Public Works Director/City Engineer

**16. City Manager**

  
W. Mark Pentz



# AVENIDA TERCERA STREET IMPROVEMENTS PROJECT NO. WA0712-201



MEMO NO. CA08-154

**LEGEND**



STREET IMPROVEMENTS



## CONSULTANT SERVICES CONTRACT

PROJECT TITLE: **Avenida Tercera Street Improvements**  
PROJECT NO: **WA0712-201**

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

WHEREAS, CONSULTANT represents 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 CONSULTANT, as follows:

### 1. DESCRIPTION OF PROJECT

Widen Avenida Tercera to meet the standard City of Chandler residential street cross-section to the extent possible within existing right-of-way, to include new asphalt, curb, gutter, and driveways.

### 2. DEFINITIONS:

The CITY's General Conditions for Construction apply to this contract and take priority over any conflicting provisions between the Contract and the General Conditions. Words used in this Agreement which are defined in CITY's General Conditions for Construction Contracts shall have the meaning stated therein. CONSULTANT is the Project Designer as defined in said General Conditions.

### 3. SCOPE OF WORK

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

### 4. PAYMENT SCHEDULE

For services described in paragraph 3 of this Agreement, the CITY shall pay 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 Three Thousand Seven Hundred Forty Nine dollars (\$43,749)**. Payment will be made monthly on the basis of progress reports. An Application and Certification for Payment Sheet must be provided. In addition, the following must also be included: a clear, detailed invoice reflecting items being billed for, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates will be included in the monthly progress payment requests.

### 5. PERIOD OF SERVICE

CONSULTANT shall complete all services described in paragraph 3 within **One Hundred Eighty (180)** calendar days after "Notice to Proceed" is issued by the CITY. In the event delays are experienced beyond the control of CONSULTANT, the completion date may be extended as mutually agreed upon by CITY and CONSULTANT.

6. OPINIONS OF PROBABLE COSTS (ESTIMATES)

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

7. APPROVALS

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

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

8. REPORTING

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

9. STANDARDS OF PERFORMANCE:

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

B. Correction of Mistakes: CONSULTANT shall be responsible for the completeness and accuracy of the work prepared or compiled under CONSULTANT's obligation for this project and shall correct, at 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 CONSULTANTing drawings and specifications shall be accomplished by CONSULTANT. The cost of the design necessary to correct those errors attributable to 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 CONSULTANT and shall not be considered a cost of the Work. The fact that CITY has reviewed or approved CONSULTANT's work shall in no way relieve CONSULTANT of any of its responsibilities.

10. INDEMNIFICATION

(a) For Professional Liability:

To the fullest extent permitted by law, 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 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 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 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, 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 CONSULTANT and alleged to have been caused in whole or in part by any act or omission of CONSULTANT, anyone directly or indirectly employed by them or anyone for whose acts 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 CONSULTANT, its agents, employees or representatives to fulfill 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 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.

11. INSURANCE REQUIREMENTS:

- A 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 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 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 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 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 CONSULTANT. 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 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 CONSULTANT with reasonable promptness in accordance with the 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 CONSULTANT until such time as the CONSULTANT shall furnish such additional security covering such claims as may be determined by the CITY.

## **11.2 Proof of Insurance - Certificates of Insurance**

- A Prior to commencing work or services under this Agreement, CONSULTANT shall furnish to CITY Certificates of Insurance, issued by 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 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 CONSULTANT of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONSULTANT from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of CONSULTANT's obligations under this Agreement.

### 11.3 Required Coverage

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

### 11.3.1 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 CONSULTANT's operations and products, and completed operations.

### 11.3.2 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.

### 11.3.3 Automobile Liability

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 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.

### 11.3.4 Worker's Compensation and Employer's Liability

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

### 11.3.5 Professional Liability

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

## 12. AMENDMENTS

Whenever a change in the scope of work contemplated in this Contract is determined to be necessary, the work will be performed in accordance with the Contract provided, however, that BEFORE such work is started, a Contract Amendment shall be executed by the CITY and CONSULTANT. Additions to, modifications of, or deletions from the project provided herein may be made and the compensation to be paid to CONSULTANT may be adjusted accordingly by mutual agreement of the contracting parties. It is

agreed that no claim for extra work by CONSULTANT will be allowed by the CITY except as provided herein, nor shall CONSULTANT do any work not covered by this Contract 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 contract or any part of the services to be rendered pursuant thereto by written notice to CONSULTANT specifying the termination date. Immediately after receiving such notice, 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.

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 CONSULTANT(S) fee described in this Contract under paragraph 3 and shall be in the amount to be agreed mutually by CONSULTANT and the CITY. The CITY shall make this final payment within sixty (60) days after 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 CONSULTANT fail to perform any provision of this Agreement, including without limitation, for any of the following reasons:

- (a) CONSULTANT abandons Work;
- (b) 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) 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) 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) CONSULTANT fails to comply with any applicable Laws and fails to remedy such nonperformance within seven (7) days after its occurrence;
- (f) 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, 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. CONSULTANT shall furnish the CITY, upon its request, originals or reproducible of technical specifications and copies of all other documents listed above. CONSULTANT shall endorse, by his professional seal, all plans and engineering data furnished by him.

### 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 CONSULTANT to be suitable for re-use for any other project. Any reuse without written verification or adaptation by CONSULTANT for the

specific purpose intended will be at CITY's sole risk and without liability or legal exposure to CONSULTANT.

17. NO KICK-BACK CERTIFICATION

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 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.

18. CONFLICT OF INTEREST

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.

19. CONTROLLING LAW

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

20. NO ASSIGNMENT

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.

21. 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 \_\_\_\_\_ 20\_\_

CITY OF CHANDLER

CONSULTANT:

\_\_\_\_\_  
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  
Stantec Consulting, Inc.  
8211 S. 48<sup>th</sup> St.  
Phoenix, AZ 85044  
Phone: 602-438-2200

ATTEST:

ATTEST, If Corporation

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

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

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

## **EXHIBIT A SCOPE OF WORK**

This project will widen Avenida Tercera to the east and fit as much of the City's standard residential street cross section within the existing right-of-way, without impacting the SRP wall to the east. The project will impact Avenida Tercera from Calle Segunda to Chandler Boulevard.

### **1. CONSULTANT shall:**

- CONSULTANT will initially review the existing information relating to the project and meet with the City after NTP to agree on the roadway cross-section to be utilized.
- CONSULTANT will provide one Cover sheet, Layout & Index of Drawing sheet, Notes & Abbreviations sheet, Typical Section sheet, detail sheet, Driveway Profile sheet, and two Plan and Profile sheets (20 scale).
- Provide roadway design services to construct the widening of Avenida Tercera from Chandler Boulevard to Calle Segunda within existing right-of-way. The design will assume that the existing asphalt is to remain in place and all widening will occur to the east of the current roadway section.
- Coordinate with utility companies to identify conflicts and work with the City and utility owners to coordinate relocations. For the purposes of this proposal, it is assumed that utility relocation designs will not be required. The City will be responsible for determining prior rights.
- Attend up to three progress meetings and two comment resolution meetings.
- Attend one public meeting.
- Perform survey at the gate openings on the east side of the SRP wall to ensure that maximum breakovers are not exceeded at these access connections. The City will obtain right of entry permits.
- Draft legal descriptions for TCEs necessary to construct the two driveways on the SRP property.
- Analyze the 10-yr, 50-yr, and 100-year storm events along Avenida Tercera and provide the drainage results in a memo.
- Review the existing drainage report (provided by the City) for Chandler Blvd and the nearby detention basin and determine how new flow from the Avenida Tercera project impacts both the spread on Chandler Blvd and the storm water depth in the nearby detention basin. Design improvements resulting from this analysis are not included in this scope of work. For all drainage analyses, it is assumed that surrounding properties have on-site retention; therefore drainage will be analyzed within the roadway right-of-way.
- Provide project specifications and an Opinion of Probable Cost.
- Provide submittals at the 30% (with an over the shoulder review), 90%, and 100% Final stages.
- Provide post-design services to include responding to RFI's and reviewing shop drawings. In addition, following construction, CONSULTANT shall CAD in the redlined as-built plan information provided by the City and contractor. Post design services will be done on a time and materials basis up to the allowance amount shown in the cost proposal.

The following items are excluded from CONSULTANT's scope of work:

- Utility strip map
- Legal descriptions for utility easements
- Potlholing
- Right-of-way strip map
- Appraisal and acquisition services
- Cross sections
- Quantity Summary sheets
- Signing, Striping, and Traffic Signal sheets
- Street lighting design
- Landscaping and irrigation design
- SWPP Plans
- Waterline and Sanitary Sewer plans
- Environmental work

2. Ninyo and Moore will provide services as a subconsultant to CONSULTANT and shall conduct the following tasks as part of the project scope:

- Mark out the boring locations in the field and notify Arizona Blue Stake of drilling activities prior to the drilling work.
- Drill up to three borings using hand operated equipment. These borings will extend to a depth of about 3 to 5 feet deep or until auger refusal is met, whichever is shallower. Ninyo & Moore will collect ring samples and bulk samples for laboratory testing, and will be responsible for preparation of field boring logs.
- Perform laboratory testing to evaluate the index, compressibility, and chemical characteristics of the subsurface soils encountered.
- Prepare a geotechnical report that will contain the results of the field and laboratory analyses, with presentations of the engineering parameters for design, and recommendations for construction. In addition, the report will contain a vicinity map depicting the project limits and boring locations, laboratory test results, boring logs, discussion of subgrade characteristics, and recommendations for pavement structure, subgrade preparation, and earthwork.

The subconsultant's services above are dependent on the following assumptions:

- As-built data for the existing pavement structure is readily available.
- The site is accessible to normal, two-wheel equipment and site access will be granted.
- No traffic control measures will be needed to perform the work.
- Groundwater will not be encountered.
- If refusal or groundwater is encountered, we will terminate the drilling and notify your office.
- The borings can be backfilled with the spoils.
- Some disturbance of the ground surface will occur as part of the field work.

- Ninyo & Moore will not be required to obtain any environmental clearance as a part of this project.

3. CITY shall provide to CONSULTANT:

- Any as-built plans, quarter section maps, and aerial photographs not already in CONSULTANT's possession, as required to complete the design. CITY will provide public utility base maps, water and sewer maps, and right of way (R/W) maps as appropriate.

**EXHIBIT B  
FEE SCHEDULE**

<b>Position/Title</b>	<b>Manhours</b>	<b>Billing Rate</b>	<b>Total</b>
Principal Engineer	2	\$161.00	\$322.00
Project Manager	31	\$154.00	\$4,774.00
Project Engineer	74	\$133.00	\$9,842.00
Design Engineer	132	\$91.00	\$12,012.00
CADD Technician	57	\$81.00	\$4,617.00
RLS	8	\$147.00	\$1,176.00
Secretarial/Clerical	6	\$51.00	\$306.00
	<b>310</b>	<b>Subtotal</b>	<b>\$33,049.00</b>

**Subconsultants**

Ninyo & Moore (Geotechnical)	<b>\$4,900.00</b>
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**Allowances**

Expenses	\$800.00
Potholing	\$0.00
Post Design Services	\$5,000.00
	<b>Subtotal</b>
	<b>\$5,800.00</b>

**GRAND TOTAL      \$43,749.00**