



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CA08-079**

**1. Agenda Item Number:**  
**44**  
**2. Council Meeting Date:**  
January 17, 2008

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** November 26, 2007

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Public Works

**5. SUBJECT:** Award a Sole Source Design Contract to Stanley Consultants, Inc. for the Chandler Boulevard and Price Loop 101 Bicycle Lane Project, Project No. ST0806-201, in an amount not to exceed \$165,020.

**6. RECOMMENDATION:** Staff recommends that Council award a Sole Source Design Contract to Stanley Consultants, Inc. for the Chandler Boulevard and Price Loop 101 Bicycle Lane Project, Project No. ST0806-201, in an amount not to exceed \$165,020.

**7. BACKGROUND/DISCUSSION:** The City has received federal Congestion Mitigation and Air Quality (CMAQ) funds for design of bicycle lanes and an additional left turn lane from westbound to southbound under the Price Loop 101 Freeway at Chandler Boulevard. This contract will provide a feasibility study and Design Concept Report (DCR) to be coordinated with ADOT and the Price Freeway high occupancy vehicle (HOV) lane project in Chandler. The HOV lane project is from the north City limit south to Frye Road, which is one-half mile south of Chandler Boulevard. This work will also include development of the required federal environmental documents and the 30% design plans.

**8. EVALUATION:** Stanley Consultants, Inc. is the designer working for ADOT for the HOV widening of Price Freeway. This project on Chandler Boulevard will require a modification to the abutments of the Price Freeway bridge over Chandler Boulevard, which carries the freeway traffic and will carry the HOV traffic. Because of Stanley's work with ADOT and the HOV lane project, they will provide design integration between the two projects. City staff recommends that the City Council approve Stanley Consultants, Inc. as a sole source provider for the design services because of the savings in time and money that will occur by integrating the ADOT project with this project. The proposed design fees were evaluated by City staff and compared to historical design costs for similar projects.

**9. FINANCIAL IMPLICATIONS:**

Cost: \$165,020  
Savings: N/A  
Long Term Costs: N/A

**Fund Source:**

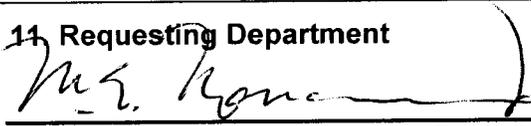
<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
217.3310.0000.6517.8ST650	Grants	Chandler Boulevard Bike Lane at 101	FY07/08	\$135,020
411.3310.0000.6517.8ST650	GO Bonds	Chandler Boulevard Bike Lane at 101	FY07/08	\$ 30,000

**10. PROPOSED MOTION:** Move that Council award a Sole Source Design Contract to Stanley Consultants, Inc. for the Chandler Boulevard and Price Loop 101 Bicycle Lane Project, Project No. ST0806-201, in an amount not to exceed \$165,020, and authorize the Mayor to sign the contract documents.

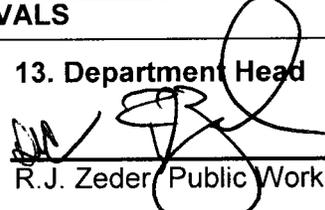
**ATTACHMENTS:** Location Map, Contract

**APPROVALS**

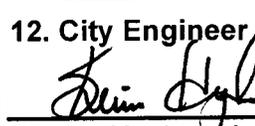
**11. Requesting Department**

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

**13. Department Head**

  
R.J. Zeder, Public Works Director

**12. City Engineer**

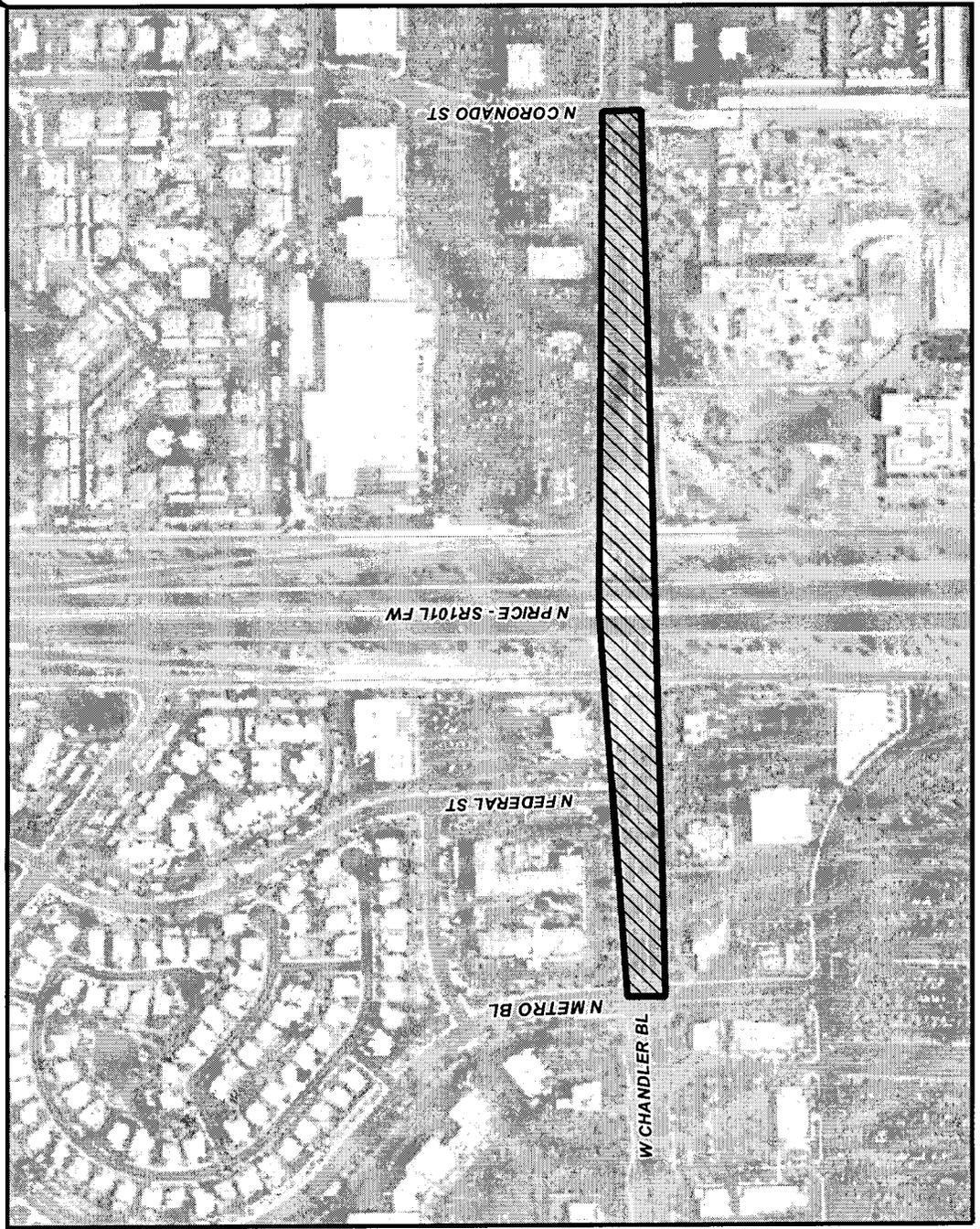
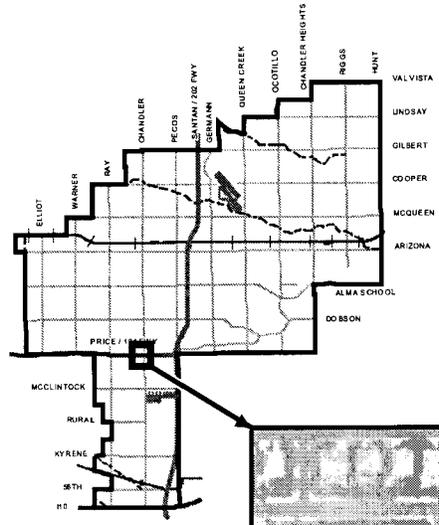
  
Sheina Hughes, Acting Assistant Public Works  
Director/City Engineer

**14. City Manager**

  
W. Mark Pentz



**BICYCLE LANE IMPROVEMENTS AT  
CHANDLER BL AND LOOP 101 FREEWAY  
PROJECT NO. ST0806-201**



**MEMO NO. CA08-079**

 **PROJECT AREA**



**DESIGN CONSULTANT SERVICES CONTRACT**

**PROJECT TITLE: Chandler Boulevard and Price Loop 101 Bicycle Lanes**

**PROJECT NO: ST0806-201**

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

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

WHEREAS, the Mayor and City Council/City Manager of the City of Chandler are authorized and empowered by the provisions of the City Charter to execute Agreements for Professional Services;

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

1. **DESCRIPTION OF PROJECT:** The Project known as the Chandler Boulevard and Price Loop 101 Bicycle Lanes will be on Chandler Boulevard at the Price Freeway in Chandler, Arizona. The Project is more specifically described in Exhibit A attached hereto and incorporated herein by reference.

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

3. **SCOPE OF WORK:** DESIGN CONSULTANT shall design the Project all as more specifically described in Exhibit A attached hereto and incorporated herein by reference.

4. **PAYMENT SCHEDULE:** For services described in paragraph 3 of this Agreement, the CITY shall pay DESIGN CONSULTANT a fee not to exceed a sum of **One Hundred Sixty Five Thousand Twenty dollars (\$165,020)** in accordance with the fee schedule attached hereto as Exhibit B and made a part hereof by reference. Payment will be made monthly on the basis of progress reports. An Application and Certification for Payment Sheet must be provided. In addition, the following must also be included with each application for payment: a clear, detailed invoice reflecting items being billed for; a summary sheet showing percentage of work completed to date; amount/percent billed to date; current status of all tasks within a project; and any/all backup documentation supporting the above items. Work schedule updates shall also be included in the monthly progress payment requests.

5. **PERIOD OF SERVICE:**

A. Following receipt of a "Notice to Proceed" with the design work, DESIGN CONSULTANT shall complete the 30 percent design and DCR within **Two Hundred Forty (240)** calendar days of the date indicated on the Notice to Proceed.

B. DESIGN CONSULTANT shall complete all services specified herein in accordance with the Production Schedule and progress milestones. In the event delays are experienced beyond the control of

DESIGN CONSULTANT, the completion date may be extended as mutually agreed upon by CITY and DESIGN CONSULTANT.

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

7. REPORTS & APPROVALS: All work shall be subject to the approval by CITY and each phase of the work will be submitted to CITY and in the format prescribed by CITY. When requested by CITY, DESIGN CONSULTANT will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

8. STANDARDS OF PERFORMANCE:

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

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

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

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

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

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

## 10. INSURANCE REQUIREMENTS

### 10.1 General Requirements:

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

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

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

#### 10.2 Proof of Insurance - Certificates of Insurance

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

#### 10.3 Required Coverage

Such insurance shall protect DESIGN CONSULTANT from claims set forth below which may arise out of or result from the operations of DESIGN CONSULTANT under this Contract and for which DESIGN CONSULTANT may be legally liable, whether such operations be by the DESIGN CONSULTANT or by a Sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by

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

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

#### 10.3.1 Commercial General Liability - Minimum Coverage Limits:

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

#### 10.3.2 General Liability - Minimum Coverage Limits

The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily

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

#### 10.3.3 Automobile Liability

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

#### 10.3.4 Worker's Compensation and Employer's Liability:

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

#### 10.3.5 Professional Liability:

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

### 11. DISPUTE RESOLUTION:

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

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

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

D. Binding Special Arbitration. All claims, disputes and other matters in question between CITY and DESIGN CONSULTANT arising out of, or relating to this Agreement, or the breach thereof (except for claims which have been resolved pursuant to paragraphs 9 or 12 A, B and C herein above shall be decided by binding, unappealable special arbitration, as described below, if the claim for compensation,

costs or expenses, damages or reimbursement is equal to or less than \$50,000. Claims over \$50,000 shall have non-binding mediation as the first step to settling the dispute or claim.

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

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

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

relation to claims of \$50,000 or less shall be binding, unappealable special arbitration as described above.

12. AMENDMENTS: Whenever a change in the Scope of Work contemplated in this Agreement is determined to be necessary, the work will be performed in accordance with this Agreement provided, however, that BEFORE such work is started, an Amendment shall be executed by CITY and DESIGN CONSULTANT. Additions to, modifications of, or deletions from the project provided herein may be made and the compensation to be paid to DESIGN CONSULTANT may be adjusted accordingly by mutual agreement of the contracting parties. It is agreed that no claim for extra work by DESIGN CONSULTANT will be allowed by CITY except as provided herein, nor shall DESIGN CONSULTANT do any work not covered by this Agreement unless such work is authorized through an executed amendment.
13. TERMINATION WITHOUT CAUSE: CITY may at any time and for any or no reason, at its convenience, terminate this Agreement or any part of the services to be rendered pursuant thereto by ten (10) day written notice to DESIGN CONSULTANT specifying the termination date. Immediately after receiving such notice, DESIGN CONSULTANT shall discontinue advancing the work under this Agreement and shall deliver to CITY all drawings, notes, calculations, sketches and other materials entirely or partially completed, together with all unused materials supplied by CITY.

DESIGN CONSULTANT shall receive as compensation in full for services performed to date of such termination, a fee for the percentage of work actually completed. This fee shall be a percentage of DESIGN CONSULTANT(S) fee described in this Agreement under paragraph 4 and shall be in an amount to be agreed mutually by DESIGN CONSULTANT and CITY. CITY shall make this final payment within sixty (60) days after DESIGN CONSULTANT has delivered the last of the partially completed items.

14. TERMINATION WITH CAUSE

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

- (a) DESIGN CONSULTANT abandons Work;
- (b) DESIGN CONSULTANT assigns or attempts to assign its rights or obligations under this Agreement or any part thereof to any third-party (without the prior written consent of CITY);
- (c) DESIGN CONSULTANT is adjudged bankrupt or insolvent, makes a general assignment for the benefit of creditors, has a trustee or receiver appointed for its property, or files a petition to take advantage of any debtor's act;
- (d) DESIGN CONSULTANT fails or refuses to perform any obligation under the Agreement, or fails to remedy such nonperformance within seven (7) days after its occurrence;
- (e) DESIGN CONSULTANT fails to comply with any applicable Laws and fails to remedy such nonperformance within seven (7) days after its occurrence;
- (f) DESIGN CONSULTANT fails to achieve the required dates for performance required pursuant to the Agreement.

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

15. OWNERSHIP OF DOCUMENTS: All documents, including, but not limited to, preliminary designs, tracings, drawings, original mylars, estimates, field notes, investigations, design analysis and studies which are prepared in the performance of this Agreement are to be, and shall remain the property of CITY. DESIGN CONSULTANT shall furnish CITY, upon its request, originals or reproducible copies of technical specifications and copies of all other documents listed above. DESIGN CONSULTANT shall endorse, by his professional seal, all plans and engineering data furnished by it.
16. RE-USE OF DOCUMENTS: The parties agree the documents, drawings, specifications and designs, although the property of CITY, are prepared for this specific project and are not intended nor represented by DESIGN CONSULTANT to be suitable for re-use for any other project. Any reuse without written verification or adaptation by DESIGN CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to DESIGN CONSULTANT.
17. NO KICK-BACK CERTIFICATION: DESIGN CONSULTANT warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the DESIGN CONSULTANT firm.

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

18. CONFLICT OF INTEREST: DESIGN CONSULTANT stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

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

19. CONTROLLING LAW: The laws of the State of Arizona shall govern this agreement.
20. NO ASSIGNMENT: DESIGN CONSULTANT shall not assign, transfer, convey or subcontract this Agreement or the services to be rendered pursuant thereto without the prior written consent of CITY.
21. NOTICES: Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this  
day of 20

CITY OF CHANDLER

DESIGN CONSULTANT

\_\_\_\_\_  
MAYOR Date

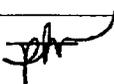
By:   
Title: SENIOR VICE PRESIDENT

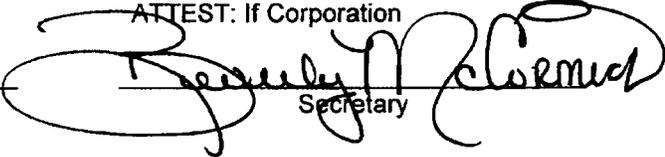
ADDRESS FOR NOTICE  
City of Chandler  
P.O. Box 4008, Mail Stop 407  
Chandler, AZ 85244-4008  
480-782-3307

ADDRESS FOR NOTICE  
Stanley Consultants, Inc.  
1661 E. Camelback Road, Ste. 400  
Phone: 602.333.2200

APPROVED AS TO FORM:

ATTEST: If Corporation

\_\_\_\_\_  
City Attorney by 

\_\_\_\_\_  
  
Secretary

ATTEST:  
\_\_\_\_\_  
City Clerk

SEAL

**EXHIBIT A  
DETAILED DESCRIPTION OF CITY'S CONCEPT  
AND  
DESIGN CONSULTANT SCOPE OF SERVICES**

**Project Description:**

DESIGN CONSULTANT shall prepare an Arizona Department of Transportation (ADOT) Design Concept Report (DCR) for the roadway improvements along Chandler Boulevard from Coronado Road to Metro Boulevard. The objectives of this project are to add a second left turn lane for the westbound to southbound movement on Chandler Boulevard/101L TI and to widen each direction of travel on Chandler Blvd. to provide bike lanes through the interchange. The DCR will review one alignment to meet the goals of improving operational capacity, controlling drainage and enhancing safety while minimizing impacts on adjacent properties.

DESIGN CONSULTANT shall develop the DCR and 30% design plans with associated bid item numbers and cost estimate in Arizona Department of Transportation (ADOT) format. The 30% design phase of this project will utilize federal funds (Congestion Management Mitigation and Air Quality Funding) through Maricopa Association of Governments (MAG). DESIGN CONSULTANT shall prepare an environmental determination for this project. ADOT will be reviewing the design package (DCR, Traffic Study, Environmental Report, and Estimates).

**Project Elements:**

**Data Collection:**

It is anticipated that ADOT and City of Chandler upon request will provide the following project information at no cost to the Consultant for inclusion in the DCR:

- ADOT right-of-way
- Traffic data
- Previous Drainage Reports
- Accident data and analysis
- Utilities (from ADOT log and as-built plans)
- As-built drawings

It is anticipated that City of Chandler upon request will provide at no cost to the Consultant the following project information for inclusion in the DCR:

- City of Chandler Right of Way Plans
- Previous Drainage Reports
- Adjacent Development Reports and Plans
- Utilities (if available)
- As-built drawings

**Progress Meetings:**

DESIGN CONSULTANT shall schedule and solicit attendance of all required project meetings. DESIGN CONSULTANT shall attend meetings, make recommendations during and after said meetings, address questions arising out of any meeting, record attendance and comments, and provide meeting minutes of meetings to the Project Team.

Anticipated Meetings

Field Review/Kick-Off Meeting (one meeting)

Coordination Meetings with ADOT and the City of Chandler (4 Meeting - Bi-Monthly)  
Public Information Meeting (three meetings)

**Surveys and Mapping:**

DESIGN CONSULTANT shall perform the necessary field and office survey work required to establish and maintain accurate and comprehensive horizontal and vertical control for project design corridor. The survey control will be based on ADOT datum. Provide detailed topographic information on the base sheets within the project limits.

Deliverables will include the following:

- Horizontal And Vertical Datum will be ADOT (GDAC & NAVD 88)
- The right-of-way will be obtained from ADOT and the City of Chandler as-built drawings and quarter-section maps.
- Scope And Estimate does not include Title Review/Legal Descriptions/Exhibit Maps or Title Reports for possible acquisitions
- Scope And Estimate does not include setting of property corners or filing recorded maps for new acquisitions

**Roadway 30% Preliminary Design/Plans:**

DESIGN CONSULTANT shall prepare base sheets to depict the acquired survey field data described above, utility and right of way information, and other existing improvement features necessary for the proposed design. DESIGN CONSULTANT shall prepare the 30% preliminary design plans in Microstation format.

Project design plans entail providing roadway widening to accommodate a second left turn lane for the westbound to southbound movement on Chandler Boulevard/101L TI and widening each direction of travel on Chandler Blvd to provide bike lanes through the interchange.

**Utilities Coordination:**

DESIGN CONSULTANT shall research existing utilities, overhead and underground within the project limits. Work shall include contacting each utility owner and obtaining available facility records. Research will include quarter section maps, as-built drawings and buried facility maps. Included are utility mains and major laterals, not included are residential services, landscape irrigation systems, and abandoned lines.

DESIGN CONSULTANT shall provide field survey of surface evidence of existing utilities, including but not limited to overhead lines and poles, manholes, valves, risers, street light and traffic signal poles, boxes, meters, electric transformers, irrigation and storm drain structures, storm drain culverts, and Bluestake markings.

DESIGN CONSULTANT shall include the horizontal location of each utility, within the project limits, on the roadway plans. This includes above ground and underground utilities and their appurtenances.

DESIGN CONSULTANT shall coordinate with the utility companies as necessary to obtain utility facility maps and arrange for utility design Blue Stake when facility maps are unavailable or incomplete. DESIGN CONSULTANT shall show the horizontal location of the utilities within the project limits on the 30% plans.

DESIGN CONSULTANT shall identify utility conflicts that require relocation or adjustment of utility facilities with a written description of the conflict and required adjustment or relocation in the DCR.

**Drainage:**

DESIGN CONSULTANT shall perform the preliminary drainage analysis with the methodologies and criteria set forth in the Arizona Department of Transportation's Roadway Design Guidelines and Highway Drainage Design Manual as well as the Uniform Standard Specifications and Details for Public Works Construction by MAG and the Flood Control District of Maricopa County's Drainage Design Manual for Maricopa County, Hydrology, Vol. I and Hydraulics, Vol. II.

Data Collection Review Previous Drainage Reports, As-builts – DESIGN CONSULTANT shall compile existing information from ADOT and the City of Chandler.

Field Reconnaissance - DESIGN CONSULTANT shall conduct a field investigation of the site and photograph the project site.

Check Capacity of Roadside Detention Basins – DESIGN CONSULTANT shall check that local capacity requirements of roadside detention basins are adequate to accommodate additional roadway drainage resulting from the proposed roadway widening.

Onsite Hydrologic Analysis - DESIGN CONSULTANT shall perform a preliminary hydrologic analysis for roadway areas and delineate pavement areas to proposed catch basins within the project limits.

Onsite Hydraulic Analysis - DESIGN CONSULTANT shall evaluate the extent of the onsite drainage improvements needed for the improved roadway segment. DESIGN CONSULTANT shall perform a preliminary hydraulic analysis of the storm drain trunk line, connector pipes, and catch basins within the project limits.

Narrative for Design Concept Report – DESIGN CONSULTANT shall provide a narrative commenting on the proposed drainage improvements for inclusion in the Design Concept Report.

Estimates & Quantities - DESIGN CONSULTANT shall prepare quantity and cost estimates for applicable onsite drainage work for the DCR.

Initial Drainage Report – An Initial Drainage Report is excluded from this scope of work.

Offsite Drainage Review – The scope of work excludes assessment or analysis of offsite drainage flows that parallel or cross Chandler Boulevard for the length of the project limits.

**Traffic Engineering:**

DESIGN CONSULTANT shall provide the traffic engineering elements of this project including but not limited to the review and discussion of impacts to the existing traffic signals; lighting; pavement marking; signing; and City or ADOT ITS and FMS. The specified improvements will widen westbound Chandler Blvd in advance of and through the interchange to provide a second westbound to southbound left turn lane, and widen each direction of travel on Chandler Blvd to provide bike lanes through the interchange.

DESIGN CONSULTANT shall be responsible for the following scope of work:

- 1) Preparation of a traffic study that will become part of the DCR. This study will identify the level of improvement that can be expected with these proposed improvements;
- 2) Development of 30% plans showing the pavement marking and signing for the improved interchange and its approaches;
- 3) Review of impacts to street lighting/traffic signal;

#### **1. Traffic Study**

- a) DESIGN CONSULTANT shall develop a traffic data collection program and coordinate the collection of traffic volume data. DESIGN CONSULTANT shall obtain traffic counts at this interchange to include manual turning movement counts for seven and one-half (7-1/2) hours (6 to 10 AM and 3 to 6:30 PM) on a typical weekday. DESIGN CONSULTANT shall perform machine tube counts for approaches and departures to the interchange for a two (2) day weekday/non-holiday period.
- b) DESIGN CONSULTANT shall work with MAG and the City of Chandler Traffic Engineering Department to obtain forecasts of traffic volumes for a future design year such as the Year 2030.
- c) DESIGN CONSULTANT shall inventory existing conditions at the interchange and on the approaches to the interchange, including:
  - Signal operations
  - Number of approach lanes
  - Special turn lanes and lengths of storage
  - Approach speed limits
  - Driveway locations which may impact the operation of the intersection
  - Existing street lighting, ramp lighting and pedestrian lighting
  - Overhead guide signing
  - Underdeck lighting
- d) DESIGN CONSULTANT shall perform capacity and operational analyses for existing conditions and for the Design Year 2030 conditions. These analyses will include:
  - Capacity analyses of existing conditions to identify how this interchange is currently handling traffic.
  - A capacity and operational analysis to identify the impacts and benefits of the proposed improvements. The capacity analyses will determine levels of service for two (2) basic lane configurations: 1) the existing lane configuration; and 2) analysis of the proposed interchange configuration with the design year 2030 forecasts. The traffic analysis methodology will utilize the procedures identified in the Highway Capacity Manual.
  - DESIGN CONSULTANT shall document the traffic engineering analysis work in a Traffic Report and will incorporate that Traffic Report into the DCR.

#### **2. Pavement Marking and Signing**

DESIGN CONSULTANT shall base the 30% pavement marking and signing designs on discussions with City of Chandler staff. DESIGN CONSULTANT shall review the existing overhead sign structures and the overhead signing on the fascia of the SR 101L structure to identify the impacts of the widening and shall incorporate a discussion of these impacts into the DCR.

### **3. Street Lighting/Traffic Signals**

DESIGN CONSULTANT shall review the impact to the existing street lighting, sign lighting, underdeck lighting, traffic signals and pedestrian lighting. The DCR will identify the impacts on the existing lighting systems and the modifications that will be required.

#### **Cost Estimates:**

DESIGN CONSULTANT shall prepare a 30% preliminary construction cost estimate for the DCR.

#### **Structural Design:**

DESIGN CONSULTANT shall evaluate the existing bridge for compatibility with Chandler Boulevard widening. The existing slope paving and retaining wall will require some type of modification. DESIGN CONSULTANT will discuss the type of modification and impacts in the DCR with preliminary wall plan, elevation and cost estimate.

#### **Project Administration:**

Project administration tasks will include the following tasks:

- Attend and document comment resolution meeting
- Prepare monthly invoices
- Miscellaneous coordination

Project deliverables will include the following:

- Field review and bi-monthly coordination minutes
- Initial DCR
- Summary of comments and responses for Initial DCR
- Final DCR with 30% Level Design Plans

#### **Geotechnical Investigation:**

A geotechnical investigation will not be prepared for this project.

#### **Environmental:**

DESIGN CONSULTANT shall prepare the environmental clearance for the project, as outlined in exhibit A-1.

EXHIBIT A-1  
Environmental Services

DESIGN CONSULTANT shall prepare the required categorical exclusion (CE) and supporting technical documents for the City of Chandler's Chandler Boulevard Turn Lanes and Bike Lanes project. DESIGN CONSULTANT shall prepare the CE on behalf of the City for approval by Federal Highway Administration (FHWA) and the Arizona Department of Transportation (ADOT) Local Government Section, and completed in accordance with the National Environmental Policy Act (NEPA) and other applicable federal, state, and local regulations.

**Project Understanding:**

The project will consist of constructing the following improvements:

- Adding a single left-turn lane from westbound Chandler Boulevard onto the Southbound SR 101L.
- Adding bike lanes on both sides of Chandler Boulevard through the intersection.
- Constructing a 4-foot bicycle lane in each direction

DESIGN CONSULTANT shall research and prepare the CE to address the potential environmental impacts associated with the proposed action.

**Assumptions:**

- DESIGN CONSULTANT shall supply a general environmental write-up for inclusion into Project Assessment or Design Concept Report.
- The need for additional right-of-way is undetermined at this time.
- Temporary Construction Easements may be required, but will not be identified until after the completion of the DCR.
- No pedestrian surveys for cultural resources are anticipated with this scope of work.
- Because no new right-of-way is identified at this stage of the project, a Phase I Environmental Site Assessment for hazardous materials is not assumed with this scope of work.
- No Section 401/404 permits are required.
- No Section 7 consultation or species-specific surveys will be completed.
- A detailed Section 4(f) evaluation is not anticipated.
- Three Public meetings are anticipated. It is assumed that the City will lead the public involvement efforts including preparing any notices, handouts, etc. DESIGN CONSULTANT assumes that two environmental staff will attend these meetings.
- Two environmental staff will attend up to 4 project team meetings.
- Based on the scope of work presented in a discussion with Fred Garcia (ADOT Air and Noise Specialist) on September 26, 2007, no noise modeling or air modeling is required.

**DESIGN CONSULTANT shall, upon Notice to Proceed, complete the following tasks:**

**General / Environmental Tasks:**

- Conduct comprehensive project site visit.
- Prepare scoping letters to applicable federal, state, and local agencies only. Public comments will be taken at 2 public meetings.
- Review any responses to the scoping letters and coordinate with the City for appropriate action.
- Prepare graphics for scoping letters, CE, and technical reports including: 1) state map, 2) vicinity maps.

- Review and copy applicable floodplain maps to determine if any portion of the project area is located within a 100-year floodplain.
  - Prepare an initial draft, draft, and final CE. The CE is assumed to be a checklist format per the Fall 2007 approved *Guidelines for Completing Environmental Determinations provided by the ADOT Local Government Section* (format will follow ADOT format for Federally Funded Projects). Upon incorporating any comments received from the City and ADOT Local Government on the initial and draft CE, the appropriate amount of final ED copies, as indicated on the project clearance memo, will be submitted to ADOT EEG through the City for approval and distribution.
  - Coordinate with City and ADOT on proposed mitigation measures.

#### **Biological Resources**

- Complete a biological review (BR) according to the fall 2007 approved ADOT format.

#### **Cultural Resources**

- Coordinate with ADOT Local Government and Historic Preservation Team and prepare applicable consultation letters.

#### **Hazardous Materials**

- Complete a records check for hazardous materials and submit results to ADOT. A formal PISA document will not be completed as a part of this scope.

#### **Deliverables**

- Draft and Final Scoping Letters/List (as applicable)
- Draft and Final Biological Review (3 copies)
- Consultation Letters for Cultural Resources (as applicable)
- HAZMAT Records Check (1 copy)
- Initial, Draft, and Final CE Checklist and Clearance Memo (as applicable)

## ATTACHMENT B

### FEE SCHEDULE

**PROJECT TITLE: Chandler Boulevard and Price Loop 101 Bicycle Lanes**  
**PROJECT NO. ST0806-201**  
**Chandler, AZ.**

For services described in paragraph 3 of this Agreement, the CITY shall pay DESIGN CONSULTANT not to exceed the sum of One Hundred Sixty Five Thousand Twenty dollars (\$165,020) in accordance with the schedule set forth in exhibits B-1 attached hereto and incorporated herein by reference.

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

**EXHIBIT B-1  
FEE SCHEDULE**

**DIRECT LABOR**

Classification	Workhours	Average Hourly Rate	Labor Costs
Project Principal			\$0
Design Manager	98	\$54.60	\$5,351
Project Engineer	325	\$48.90	\$15,893
Engineer/Designer	329	\$37.40	\$12,305
Technician/Drafter	265	\$27.20	\$7,208
2 Person Survey Crew	80	\$51.50	\$4,120
Secretary/Clerical	<u>26</u>	\$20.80	\$541
	1,123		

Total Labor \$ 45,417

Overhead (Negotiated) @ 154.82% of (Direct Labor) \$ 70,315

Subtotal \$ 115,732

**DIRECT EXPENSES**

(Listed by Item at Actual Cost - NO MARKUP)

Reprographics	\$1,600
Telephone/FAX	\$50
Postage/Delivery	\$500
Supplies	\$100
Mileage	\$1,200

Total Direct Expenses \$ 3,450

**OUTSIDE SERVICES AND CONSULTANTS**

(Listed by Firm or Name at Estimated Cost - No Markup)

Firm	Cost	Method of Compensation
Traffic Research	\$2,542	LS (Traffic Counts)
AZTEC	\$31,723	LS (Prepare Environmental Determination Report)

Total Outside Services \$ 34,265

Total Cost to Consultant \$ 153,447

Fixed Fee (Direct Labor + Overhead x Multiplier) @10.0% \$ 11,573

**TOTAL COST \$ 165,020**



Chandler • Arizona  
Where Values Make The Difference

# Request for Sole Source

TO: PURCHASING OFFICE

DATE: January 3, 2008

FM: Joshua Plumb  
Name of Requester

PHONE NO. : 3312

Engineering/Public Works  
Name of Division/Department

SUB: Sole Source Request for the Purchase Of: Design Services for the Chandler Boulevard and Price Loop 101 Bicycle Lane Project

REQUESTED SUPPLIER: Stanley Consultants, Inc.

SUPPLIER'S ADDRESS: 1661 E. Camelback Road, Suite 400

CONTACT: Owen Mills, P.E. PHONE: 602.333.2200 COST ESTIMATE \$ 165,020

## STATEMENT OF NEED:

This recommendation for sole source is based upon an objective review of the product/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or involved in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Refer to the attached sole source justification as prepared by our (user) department, to the attached review of available products/services and to my (user department's) completed Purchase Requisition.

SIGNATURE OF REQUESTER:

Joshua Plumb

DATE: 1/3/2008

SIGNATURE OF REQUESTING DIVISION HEAD:

[Signature]

DATE: 1/4/2008

APPROVAL OF DEPARTMENT DIRECTOR OR ASSISTANT DIRECTOR:

[Signature]

DATE: 1-4-08

JUSTIFICATION FOR SOLE SOURCE: (Describe the unique nature of the product or service, what efforts were made to locate other sources, any market testing and research results, any other information that may help evaluate the request for sole source. Attach documents as appropriate to this request.)

**Stanley Consultants, Inc. is the designer working for the Arizona Department of Transportation (ADOT) for the High Occupancy Vehicle (HOV) widening of Price Loop 101 Freeway. This project on Chandler Boulevard will require a modification to the abutments of the Price Freeway bridge over Chandler Boulevard, which carries the freeway traffic and will carry the HOV traffic. Because of Stanley's work with ADOT and the HOV lane project, they can provide design integration between the two projects which other engineering firms cannot.**

PURCHASING COMMENTS:

PURCHASING APPROVALS:

BUYER: \_\_\_\_\_

DATE: \_\_\_\_\_

PURCHASING & MATERIAL MGR: *[Signature]*

DATE: 1/9/08

*5105*

TO BE COMPLETED BY REQUESTING DEPARTMENT AND SUBMITTED TO PURCHASING  
(PLEASE TYPE)