



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA09-141**

1. Agenda Item Number:
36
2. Council Meeting Date:
February 12, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: January 23, 2009

THROUGH: CITY MANAGER

4. Requesting Department: Public Works

5. SUBJECT: Award an engineering design services contract to T.Y. Lin International for the Galveston Street Bicycle and Pedestrian Bridge Project, Project No. ST0801-202, in an amount not to exceed \$622,004.

6. RECOMMENDATION: Staff recommends that Council award an engineering design services contract to T.Y. Lin International for the Galveston Street Bicycle and Pedestrian Bridge Project, Project No. ST0801-202, in an amount not to exceed \$622,004.

7. BACKGROUND/DISCUSSION: The design and construction of a bicycle and pedestrian bridge over the Loop 101 Freeway at Galveston Street is a federally funded project using Congestion Mitigation and Air Quality (CMAQ) funds, and is currently programmed for construction FY10/11. This bridge will link bicycle paths on collector streets on both sides of the freeway, allowing for more access to parks, schools, employment and shopping centers. Public art elements will be incorporated into the design to enhance the aesthetics of the bridge. The City of Chandler Bike Plan Update, the Chandler General Plan, and the Maricopa Association of Government's Regional Bicycle Plan all recognize the importance of providing grade separated crossings over barriers such as freeways to facilitate bicycling and walking trips.

A design study was advanced to fiscal year 2007-08 to coordinate bridge design and pier placement in conjunction with ADOT HOV lane construction on Price Loop 101 Freeway.

8. EVALUATION: The City selection process was developed in accordance with the state law for selecting design services. Six (6) Statements of Qualifications were received from qualified firms on September 2, 2008. The selection committee included the following members:

- Bob Bortfeld, P.E., Senior Engineer
- Joshua Plumb, P.E. Engineering Project Manager
- Mary Neubauer, Resident

T.Y. Lin International was selected based on qualifications, design capability, current workload, and experience, and is recommended for approval of this contract.

9. FINANCIAL IMPLICATIONS:

Cost: \$622,004
Savings: \$586,549.78 CMAQ Grant
Long Term Costs: N/A

Fund Source:

Federal fund share is 94.3% of design costs

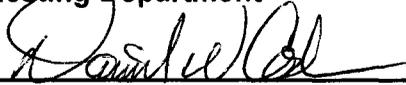
<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
217.3310.0000.6517.9ST534	Grants	Galveston Street Bike/Ped Bridge	FY08/09	\$586,549.78
411.3310.0000.6517.9ST534	GO Bonds	Galveston Street Bike/Ped Bridge	FY08/09	\$ 35,454.22

10. PROPOSED MOTION: Move that Council award an engineering design services contract to T.Y. Lin International for the Galveston Street Bicycle and Pedestrian Bridge Project, Project No. ST0801-202, in an amount not to exceed \$622,004, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map, Contract

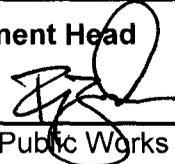
APPROVALS

11. Requesting Department



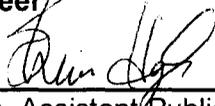
Daniel W. Cook, Deputy Public Works Director

13. Department Head



R.J. Zeder, Public Works Director

12. City Engineer



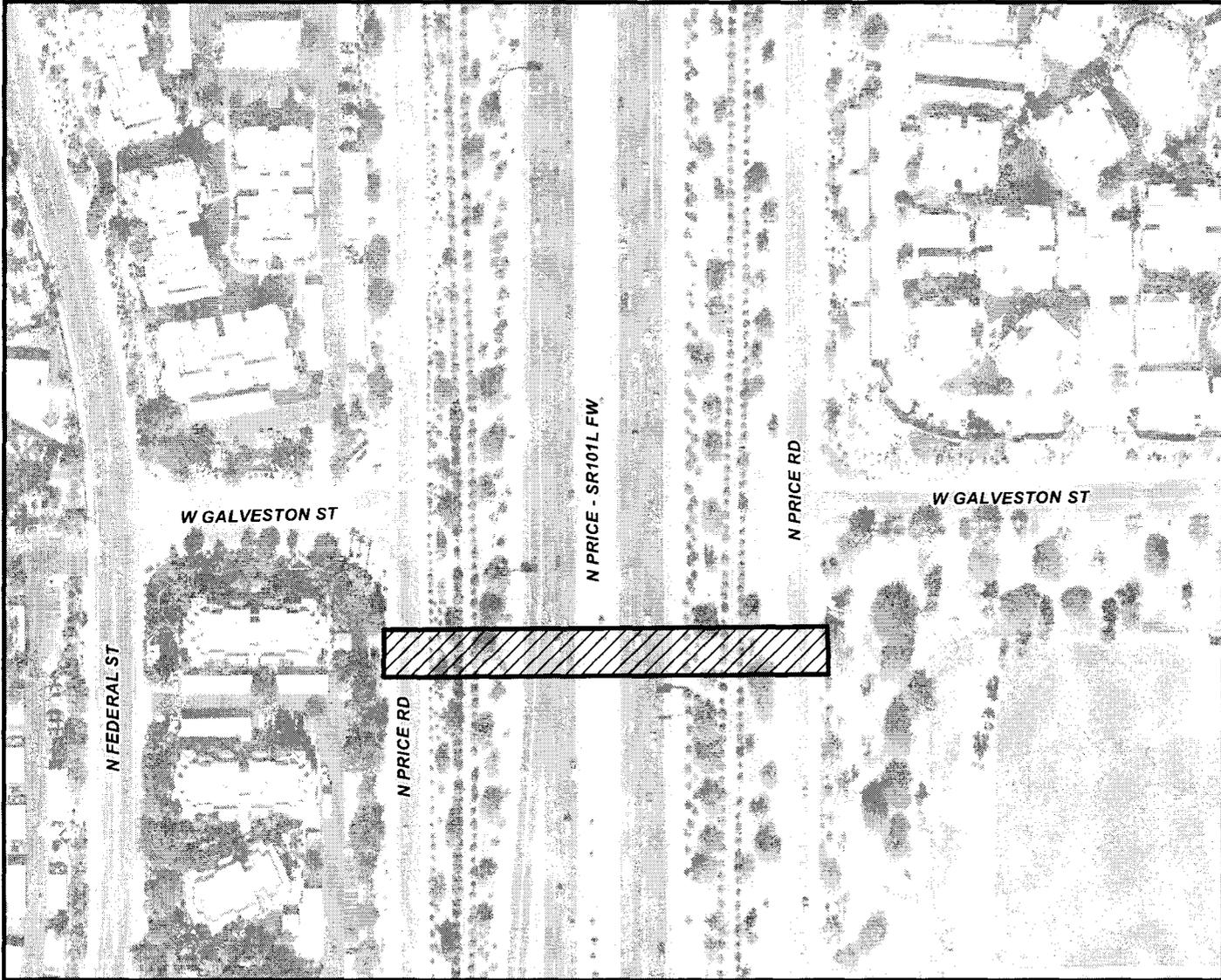
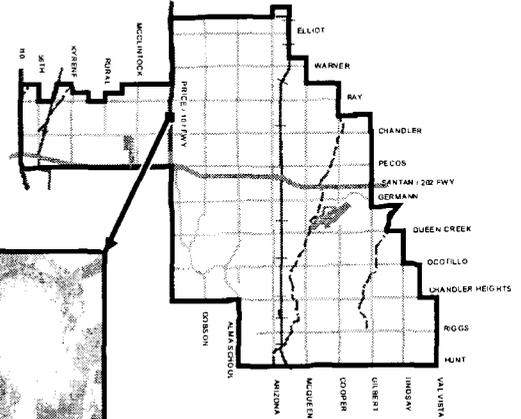
Sheina Hughes, Assistant Public Works
Director/City Engineer

14. City Manager

W. Mark Pentz



GALVESTON STREET BIKE / PEDESTRIAN BRIDGE PROJECT NO. ST0801-202



MEMO NO. CA09-141

 PROPOSED BRIDGE



DESIGN CONSULTANT SERVICES CONTRACT

PROJECT TITLE: **Galveston Street Bicycle and Pedestrian Bridge**

PROJECT NO: **ST0801-202**

This Agreement is made and entered into by and between the City of Chandler, Arizona, a municipal Corporation, hereinafter called the CITY, and **T. Y. Lin International, Inc.**, a California corporation licensed to do business in Arizona, hereinafter called DESIGN CONSULTANT.

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

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

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

1. DESCRIPTION OF PROJECT: The Project known as the Galveston Street Bicycle and Pedestrian Bridge includes the engineering services for a new bicycle and pedestrian bridge over the Loop 101 Freeway at Galveston Street alignment. The project more specifically includes environmental studies, permitting, and documentation (CE); field survey evaluation of previous ADOT survey; final Bridge Selection Report (BSR); bridge foundation and geotechnical materials design reports; aesthetic and architectural displays and coordination with the community, landscaping and irrigation evaluation and design; lighting evaluation and design; bridge evaluation and design; and final plans, specifications, and estimates.

The Project is more specifically described in Exhibit A attached hereto and incorporated herein by reference.

2. DEFINITIONS: Words used in this Agreement which are defined in CITY's General Conditions for Construction Contracts shall have the meaning stated therein. DESIGN CONSULTANT is the Project Designer as defined in said General Conditions.

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

4. PAYMENT SCHEDULE: For services described in paragraph 3 of this Agreement, the CITY shall pay DESIGN CONSULTANT a fee not to exceed a sum of **Six Hundred Twenty Two Thousand Four dollars (\$622,004)** 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 design and have all documents ready for bidding within 300 calendar days of the date indicated on the Notice to Proceed.

B. The Bid and Award period will be approximately 60 days

C. DESIGN CONSULTANT shall prepare and deliver to CITY record documents within 30 days of the date of receipt of the red line drawings from CITY.

D. DESIGN CONSULTANT shall complete all services specified herein in accordance with the Production Schedule and progress milestones included in Exhibit A attached herein. In the event delays are experienced beyond the control of DESIGN CONSULTANT, the completion date may be extended as mutually agreed upon by CITY and DESIGN CONSULTANT.

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

7. REPORTS & APPROVALS: All work shall be subject to the approval by CITY and each phase of the work will be submitted to CITY in accordance with schedule included in **Exhibit C** 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. This design contract has been awarded to DESIGN CONSULTANT based on their proposal that those consultants listed in Exhibit B-2 attached hereto will perform the portions of the work listed in Exhibit A. DESIGN CONSULTANT shall not deviate nor substitute any of these team members without prior written approval by CITY.

B. 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.

C. 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.

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

9. INDEMNIFICATION

(a) For Professional Liability:

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

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

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

(c) Consequential Damages:

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

(d) Insurance does not limit liability:

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

10. INSURANCE REQUIREMENTS

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 With the exception of professional liability policies, 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. REQUIRED COMPLIANCE WITH ARIZONA PROCUREMENT LAW

Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty (Exhibit D) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.

The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Sudan.

21. **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.

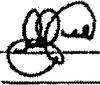
22. **NOTICES:** Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this _____ day of _____ 2009.

CITY OF CHANDLER

DESIGN CONSULTANT

MAYOR Date

By:  Michael Bruz
Title: Vice President

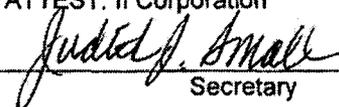
ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
480-782-3307

ADDRESS FOR NOTICE
T. Y. Lin International, Inc.
60 E. Rio Salado Parkway, Ste 501
Tempe, AZ 85281
Phone: 480.968.8814
Fax: 480.921.0002

APPROVED AS TO FORM:

ATTEST: If Corporation

City Attorney by 


Secretary

ATTEST: _____
City Clerk

SEAL

**EXHIBIT A
SCOPE OF WORK**

PROJECT TITLE: GALVESTON STREET BICYCLE & PEDESTRIAN BRIDGE
PROJECT NO.: ST0801-202

I. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

A. BACKGROUND

This project includes the engineering services for a new bicycle and pedestrian bridge over the Loop 101 Freeway at Galveston Street alignment. City project objectives include:

- Connectivity from East (park facility, residences, etc.) to West (Chandler Mall, apartments, etc.) across the Loop 101 Freeway for bicycles and pedestrians
- Functional Icon – blending aesthetics of art and architecture with a serviceable pedestrian facility
- Structural compatibility with the median pier currently planned to be constructed with the ADOT HOV widening project
- Coordination with the City of Chandler (Transportation, Architect, Parks Dept.), ADOT Local Government, ADOT Environmental, and various Federal Agencies
- Presentations to City Council and other groups to gain support and concurrence

Design Consultant shall develop approved Bridge Selection Report (BSR), Categorical Exclusion (CE), and aesthetic features of the project before proceeding with final design.

B. GENERAL TASKS

B 1.0 GENERAL REQUIREMENTS – The design and all work shall conform to the latest edition and amendments of the following:

- City of Chandler Standard Details and Specifications
- City of Chandler Technical Design Manual #1: Water System Design
- City of Chandler Technical Design Manual #2: Wastewater and Reclaimed Water System Design
- City of Chandler Technical Design Manual # 3: Storm Drainage System Design
- City of Chandler Technical Design Manual #4: Street Design and Access Control
- City of Chandler Technical Design Manual #5: Traffic Signal Design
- City of Chandler Technical Design Manual #6: Street Light Design
- City of Chandler Technical Design Manual #7: Traffic Barricade Design
- City of Chandler Technical Design Manual #8: Landscape and Irrigation Design of Right Of Ways, Retention Basins and Parks
- MAG Uniform Standard Specifications and Details
- Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD)
- AASHTO *Policy on Geometric Design of Highways and Streets*
- The Code of the City of Chandler
- AASHTO Standard Specifications for Highway Bridges 17th Edition

B 2.0 DATA COLLECTION

1. CITY shall provide at no cost to DESIGN CONSULTANT the following existing information as available, not necessarily limited to, as-built drawings, related design studies and reports, geotechnical investigations, traffic data and projections, maintenance records, aerial mapping, existing utilities, and drawings of developments planned within the project area.
2. DESIGN CONSULTANT shall keep a log of all documents and information provided by CITY staff and related stakeholders.

B 3.0 PUBLIC UTILITY COORDINATION

1. DESIGN CONSULTANT shall coordinate with utility companies, private development, and the CITY to incorporate existing and proposed utilities into the construction plans, in accordance with the latest version of the Arizona Utility Coordinating Committee "Public Improvement Project Guide" (PIPG.) DESIGN CONSULTANT shall show all existing and proposed utilities on the paving plan and profile sheets.
2. DESIGN CONSULTANT shall coordinate with each utility company to determine if the utilities have any need to upgrade their facilities before or during the project's construction.
3. DESIGN CONSULTANT shall work with the CITY's Utility Coordinator to coordinate the early determination of facilities that may be abandoned or deactivated.
4. DESIGN CONSULTANT shall be responsible for field verifying the horizontal locations of all utilities within the project limits prior to the Preliminary (30%) design submittal. DESIGN CONSULTANT shall prepare base maps detailing all existing utility data and transmit them to the utility companies for verification and comment concerning the utility locations. DESIGN CONSULTANT shall incorporate the utility company comments into the base maps.
5. DESIGN CONSULTANT shall specifically identify utility conflicts, with input from utility companies, which might affect alignment or grade and recommend alignment alternatives.
6. Prior to the 30% plan submittal, DESIGN CONSULTANT shall submit title reports for affected properties to SRP Water Users and SRP Power.
7. DESIGN CONSULTANT shall send a letter to each utility company notifying them of the project and defining the project scope and timeline, and shall also send two sets each 30%, 60%, 95%, and Final plans to each utility company for their review along with a request for written response from each company to determine the disposition of their utility as it relates to the planned roadway improvements. DESIGN CONSULTANT shall incorporate the utility company and private developer construction requirements into the bid documents.

8. DESIGN CONSULTANT shall provide the utility companies with electronic base files or other pertinent information necessary for the utility companies to design the relocation of their facilities. DESIGN CONSULTANT shall coordinate with the utilities to facilitate the design to relocate their facilities. DESIGN CONSULTANT shall request a letter from each utility impacted by the planned roadway improvement identifying a time line for relocating their facilities.
9. Prior to 30% plan submittal, DESIGN CONSULTANT shall develop preliminary alignments of any utilities requiring relocation for which the CITY's Utility Coordinator has requested an alignment design. DESIGN CONSULTANT shall submit preliminary locations to each utility for review along with a request for written response from each utility. DESIGN CONSULTANT shall make joint trenching recommendations for underground utilities, and submit those recommendations to the CITY's Utility Coordinator for approval.
10. DESIGN CONSULTANT shall identify utility easements and provide legal descriptions to the CITY, before the 60% design completion, to facilitate land acquisition during the design phase.
11. At the 30% design submittal, DESIGN CONSULTANT shall develop a utility strip map showing all existing and proposed utilities, and existing and proposed easements for each utility, to include parcel numbers and addresses, at a scale of 1"=20' H.
12. For each submittal to the utility companies, DESIGN CONSULTANT shall provide the CITY's Project Manager and Utility Coordinator each with a written record of receipt.
13. DESIGN CONSULTANT shall work with the CITY's Utility Coordinator to facilitate utility coordination meetings upon notice to proceed and at each submittal (60%, 95%) and provide an exhibit map showing proposed City and private installations, and existing and proposed easements.
14. DESIGN CONSULTANT shall work with the CITY's Utility Coordinator to facilitate utility land coordination meetings upon notice to proceed and at each submittal (60%, 95%) and provide a strip map showing proposed City and private installations.
15. DESIGN CONSULTANT shall review all utility plans for constructability within the project limits.
16. Prior to submittal of Final (100%) construction documents, DESIGN CONSULTANT shall be responsible for ensuring all utility relocations have been designed and coordinated with proposed City and private installations, and that such relocations will not impact the proposed construction schedule of the CITY's project.

B 4.0 PROGRESS MEETINGS

1. DESIGN CONSULTANT shall hold the following progress meetings (total 18) at the City of Chandler offices or project site.
 - a. Bi-Weekly Progress Meetings shall be held up to the 60% plan submittal and shall be held every four (4) weeks or as needed after the 60% plan submittal.

- b. Comment Resolution Meetings shall be held, in lieu of the schedule Bi-Weekly Progress Meetings, no later than two weeks after redlines are returned to DESIGN CONSULTANT at each plan submittal.
 - c. Utility Coordination Meetings shall be held at project kickoff, at each plan submittal, and as needed.
2. DESIGN CONSULTANT shall prepare and distribute meeting minutes for each Progress Meeting, including Action Items to be reviewed and updated at each Progress Meeting.

B 5.0 PUBLIC MEETINGS

1. DESIGN CONSULTANT shall prepare for and participate in three (3) Public Information Meetings. DESIGN CONSULTANT shall prepare display boards that feature the horizontal alignment and depict both existing and proposed right-of-way from the most recent plan submittal, and also a display board depicting the proposed bridge type.
2. DESIGN CONSULTANT shall be responsible for the following:
 - a. Develop and setup display boards
 - b. Prepare a meeting sign-in sheet
 - c. Give a brief presentation and answer questions as needed
 - d. Prepare and make available a public comment sheet at each meeting
 - e. Provide snack foods and beverages for each public meeting
3. CITY shall be responsible for the following:
 - a. Secure a location and time for each public meeting
 - b. Prepare and distribute mailers/flyers to those residents within and adjacent to the project corridor, if required
 - c. Prepare newspaper notice of meeting, if required

B 6.0 STAKEHOLDER MEETINGS

1. DESIGN CONSULTANT shall prepare for and participate in Stakeholder Meetings for the duration of the project (total 3). DESIGN CONSULTANT shall prepare display boards that feature the horizontal alignment and depict both existing and proposed right-of-way, and also a display board depicting the proposed typical roadway section.
2. DESIGN CONSULTANT shall be responsible for the following:
 - a. Develop and setup display boards
 - b. Prepare a meeting sign-in sheet
 - c. Give a brief presentation and answer questions as needed
 - d. Prepare distribute meeting minutes, including Action Items to be reviewed and updated at each Stakeholder Meeting
3. CITY shall be responsible for the following:
 - a. Secure a location and time for each Stakeholder Meeting

- b. Send invitations to stakeholders

B 7.0 PROJECT MANAGEMENT

1. DESIGN CONSULTANT shall prepare regular progress reports; perform regular budget and schedule monitoring; coordinate with utilities, CITY representatives and other project stakeholders; and manage sub-consultants.

B 8.0 DESIGN SURVEY

DESIGN CONSULTANT shall perform all project survey as detailed below:

1. DESIGN CONSULTANT shall perform ground survey to establish horizontal and vertical control throughout the project limits based on the datum specified by the CITY. Survey control for the project shall be in accordance with CITY requirements. The horizontal survey data used for the project shall be presented in State Plane Coordinates, North American Datum of 1983 (NAD 83) 1992 epoch, and Arizona Central Zone, International Foot. Vertical datum shall be referenced to the North American Vertical Datum of 1988 (NAVD 88), International Foot. Existing roadway centerline shall be established through Maricopa County Recorder's maps and land surveys in conjunction with existing street monuments.
2. DESIGN CONSULTANT shall perform a full topographic survey of all existing features including but not limited to curb and gutter, median curb, catch basins, scuppers, water meter boxes, water and gas valves, manholes, utility poles and guy wires, traffic signal poles, utility boxes, fences, trees, mailboxes, public and private irrigation, plants and shrubs within the five survey areas identified below. Potholing may be required and the cost for such additional work will be paid from the allowance included in the Contract Price.
3. DESIGN CONSULTANT shall complete five specific areas of survey south of Galveston Street and adjacent to 101 travel lanes:
 - a. Two (2) ramp areas straddling the Price Loop 101. DESIGN CONSULTANT shall collect information to the edge of pavement or back of curb as well as areas for proposed new and relocated sidewalk.
 - i. The western abutment survey will be approximately 275' wide and 75' long incorporating all items noted above including but not limited to the southern curb and gutter and sidewalk of Galveston Road and the curb and gutter and sidewalk of the southbound frontage road incorporating all items noted above.
 - ii. The eastern abutment survey will be approximately 350' wide and 75' long with a 50' extension at the eastern path extension of the project incorporating all items noted above.
 - b. Three (3) bridge pier areas. On the east and west sides, DESIGN CONSULTANT shall collect information up to the sound walls and measure the height above grade of the sound walls. DESIGN CONSULTANT shall also locate two highway signs adjacent to the project area.

- i. Three 50' x 50' (approximate) areas along the proposed bridge alignment just west of the 101 southbound lanes, in the median between westbound and eastbound 101 lanes and just east of the 101 northbound lanes incorporating all items noted above.

B 9.0 RIGHT-OF-WAY SURVEY

1. At Preliminary (30%) Design, DESIGN CONSULTANT shall prepare a right-of-way exhibit map overlain on an aerial photograph of the project limits, showing existing property rights for right-of-way, easements, and utilities along the project.
2. DESIGN CONSULTANT shall provide legal descriptions and exhibits for the acquisition of new right-of-way, temporary construction easements, drainage tracts, and drainage easements. DESIGN CONSULTANT shall provide right-of-way research and a survey to define the boundaries of adjacent properties where new right-of-way or easements are anticipated. DESIGN CONSULTANT shall provide closure data for all written legal descriptions and exhibits. The scope of work includes, but is not limited to:
 - c. The preparation of one (1) written legal descriptions and exhibits, or as many as needed, for the acquisition of permanent right of way. If more than 1 legal descriptions necessary for right of way acquisition, the cost for such additional work will be paid from the allowance included in the Contract Price.
 - d. The preparation of two (2) written legal descriptions and exhibits, or as many as needed for permanent or temporary easements. If more than 1 legal description is necessary for easements, the cost for such additional work will be paid from the allowance included in the Contract Price. Legal descriptions and exhibits shall be accompanied by volumetric calculations, and shall define that portion of the retention which is required to be retained by the subject property and that portion which is retained for adjacent properties.
 - e. The preparation of written legal descriptions and exhibits, as needed, for temporary construction easements. The cost for such work will be paid from the allowance included in the Contract Price.
 - f. The preparation of written legal descriptions and exhibits, as needed, for utility easements. The cost for such work will be paid from the allowance included in the Contract Price.
4. DESIGN CONSULTANT shall submit final right-of-way documents to the CITY prior to the 60% design completion. These documents shall include legal descriptions, parcel maps, right-of-way exhibits, and 30% plans for all acquisitions and easements.
5. DESIGN CONSULTANT shall field stake right-of-way once, at the direction of the CITY's Project Manager.

B 10.0 PLANS, SPECIFICATIONS AND ESTIMATES

1. DESIGN CONSULTANT shall prepare plans, specifications and estimates for the project in accordance with CITY standards and ADOT design guidelines. The plans shall include, but not be limited to:
 - Cover Sheet
 - General Notes Sheets
 - Drainage Plans – See Task 12 for additional information
 - Lighting Plans – See Task 15 for additional information
 - Utility Relocation Plans (if required, by others)
 - Landscape and Irrigation Plans – See Task 16 for additional information
 - Storm Water Pollution Plans – see Task 17 for additional information
 - Bridge Plans
2. DESIGN CONSULTANT shall submit plans at the 30%, 60%, 95% and 100% stages. The plan submittals will follow the checklists provided by the CITY.
3. At the 60% and 95% plan submittals, DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format, and AutoCAD .DWF (Design Web Format) exports of each plan sheet or scanned .TIF images of each plan sheet.
4. At the completion of the design, DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format and scanned .TIF images of each plan sheet (signature set.)
5. Specifications will be in accordance with the ADOT Standard Specifications, MAG Standard Specifications and City of Chandler Standard Specifications. DESIGN CONSULTANT shall supply special provisions for all items not adequately covered by the standard specifications.
6. DESIGN CONSULTANT shall prepare cost estimates for all pay items per the standard specifications and special provisions, except that volumetric measurements will not be used for pay items.
7. Following each review, DESIGN CONSULTANT shall review the CITY's comments and complete the comment resolution forms provided by the CITY. DESIGN CONSULTANT will provide a matrix that summarizes the comments and indicates whether the comment was incorporated or provides justification for not implementing the change noted in the plan review comments. DESIGN CONSULTANT shall provide the comment matrix to the CITY one week prior to the Comment Resolution Meeting. All comments will be incorporated unless otherwise authorized by the CITY.
8. DESIGN CONSULTANT shall return redline comments with each plan submittal.
9. DESIGN CONSULTANT shall be responsible for delivering to the CITY a complete set of constructible plans and shall be responsible for ensuring constructability of such plans,

including, but not limited to, completion of right-of-way, TCE, and drainage easement acquisitions, and completion of utility relocation design.

B 11.0 PAVING PLAN/PROFILES

NA FOR THIS PROJECT

B 12.0 DRAINAGE PLANS

1. DESIGN CONSULTANT shall prepare a drainage analysis to define the new runoff expected as a result of the construction and recommend the drainage improvements required.
2. DESIGN CONSULTANT shall prepare drainage calculations for all undeveloped areas adjacent to the project.
3. DESIGN CONSULTANT shall perform drainage calculations and incorporate them into a Draft Drainage Report to accompany the 30% plan submittal. The limits of analysis shall be to existing improvements. DESIGN CONSULTANT shall verify that the existing basins constructed along the frontage roads within the project limits match the as-built plans. The Draft Drainage Report shall identify proposed retention basins and any required drainage easements. This report shall document all calculations certifying that the proposed design meets the design criteria.
4. DESIGN CONSULTANT shall incorporate comments received from the Draft Drainage Report into a Final Drainage Report between the 30% and 60% plan submittals.

If drainage easements are required, DESIGN CONSULTANT shall submit legal descriptions and exhibits for drainage easements, including volumetric calculations, to the CITY prior to the 60% plan submittal.

B 13.0 TRAFFIC SIGNAL PLANS

NA FOR THIS PROJECT

B 14.0 STRIPING AND SIGNING PLANS

NA FOR THIS PROJECT

B 15.0 LIGHTING PLANS

1. DESIGN CONSULTANT shall design pedestrian lighting along the Galveston Pedestrian Bridge within the project limits in accordance with applicable City of Chandler Street Light Standards and Specifications.
2. DESIGN CONSULTANT shall perform a site visit and document to the extent possible the equipment and conditions related to the existing street lighting, the existing lighting control equipment, existing underground conduit and conductor routes.

3. DESIGN CONSULTANT shall coordinate lighting design with Salt River Project (SRP) to define a power source to serve the lighting system.
4. DESIGN CONSULTANT shall provide a computer generated point-to-point foot-candle grid for the Galveston Pedestrian Bridge, and submit documents to CITY for approval.
5. DESIGN CONSULTANT shall prepare complete street lighting plans for the Galveston Pedestrian Bridge, and as necessary, along the frontage road sidewalks, including new and relocated pole locations, service locations, and circuiting, at the 60% plan stage. The street light design shall match the existing streetlights. The first existing streetlight on each side of the roadway beyond the limit of the paving shall be shown on the plans. DESIGN CONSULTANT shall include digital photos of existing streetlights in the photo log.
6. DESIGN CONSULTANT shall provide detail drawings for the following:
 - a. Pole details (Pole illustration, pole schedule and general notes)
 - b. Electrical details (Control center, wiring schematic, cable schedule)
 - c. Foundation details
 - d. Miscellaneous details (Pole grounding, connectors)

B 16.0 LANDSCAPE & IRRIGATION PLANS

1. DESIGN CONSULTANT shall Inventory existing trees, located via GPS survey and catalogue to determine if they are to remain in place, be salvaged for reuse, or demolished. DESIGN CONSULTANT shall identify the tree species, record the caliper, ascertain the general health, and record the viability for transplant. CITY shall provide an existing tree inventory and salvage plan.
2. DESIGN CONSULTANT shall review existing irrigation water meters, valves, mainline, controllers, and other major irrigation infrastructure locations to determine potential for salvage. Locations shall be derived from as-built and design plans provided by the CITY. DESIGN CONSULTANT shall overlay the existing irrigation location on the paving plan sheets.
3. DESIGN CONSULTANT shall coordinate with the CITY's Landscape Architect to determine the desired types of plant material and irrigation equipment.
4. DESIGN CONSULTANT shall develop 30% Landscape plans showing location and species of proposed new trees, existing trees to remain, and salvaged and relocated trees. Shrub massing shall be shown.
5. DESIGN CONSULTANT shall develop 30% Irrigation plans showing locations of existing infrastructure to remain in place and new locations of water meter(s), mainline, and valves. Reclaimed water will be used for irrigation if available at this location.
6. DESIGN CONSULTANT shall develop 30% Hardscape plans showing paving types, grading, and location of amenities, pedestrian plazas and landings, and site furnishings

7. DESIGN CONSULTANT shall develop 30% bridge aesthetic design plans, showing concrete pier and abutment aesthetic rustication types and details.
8. DESIGN CONSULTANT shall provide a table of contents identifying the specifications that shall be used at the 30% plan submittal, and develop an opinion of probable cost for each plan submittal.
9. DESIGN CONSULTANT shall identify individual shrubs and develop irrigation laterals for the 60% plan submittal.
10. DESIGN CONSULTANT shall develop 60% Hardscape plans showing paving types, grading, and location of amenities, pedestrian plazas and landings, and site furnishings.
11. DESIGN CONSULTANT shall develop 60% bridge aesthetic design plans, showing concrete pier and abutment aesthetic rustication types and details
12. DESIGN CONSULTANT shall generate Landscape, Irrigation, Hardscape, and Aesthetic specifications at the 60% plan stage.
13. DESIGN CONSULTANT shall show the water taps for irrigation equipment on the utility plans or roadway plans, as appropriate. DESIGN CONSULTANT shall provide the complete design and all necessary details for these water taps and power for the irrigation controllers.
14. Bioassay testing, archeology, soil fertility, and other tests to determine plant viability in existing conditions are not considered part of this scope of work.

B 17.0 STORMWATER POLLUTION PREVENTION PLANS

1. DESIGN CONSULTANT shall develop a Storm Water Pollution Prevention Plan (SWPPP), as required on all projects that will or have the potential to impact any adjacent drainage system, under the provisions of section 402(p) of the Clean Water Act (CWA) and regulations 40 CFR 121, to secure a cost for the Arizona Pollutant Discharge Elimination System (AZPDES) permit and to ensure that the contractor is held responsible for this effort.

B 18.0 WATERLINE AND SANITARY SEWER PLANS

NA FOR THIS PROJECT.

B 19.0 GEOTECHNICAL

1. DESIGN CONSULTANT shall establish test locations in the field and arrange for the mark-out of underground utilities through Arizona Blue Stake.
2. DESIGN CONSULTANT shall Drill eight (8) hollow-stem auger borings using a truck-mounted two-wheel drive drill rig. These borings will be located within the five (5) survey areas noted above existing roadway or in the shoulder whichever is more appropriate and will extend up to 99 feet deep for bridge borings (4) and up to 30 feet for ramp borings

- (4). DESIGN CONSULTANT shall collect ring samples and bulk samples for laboratory testing and will be responsible for preparation of field boring logs.
3. DESIGN CONSULTANT shall perform laboratory testing to evaluate the index, compressibility, expansion and chemical characteristics of the subsurface soils encountered.
4. DESIGN CONSULTANT shall prepare a draft geotechnical report, to accompany the 60% submittal, which will contain the results of the field and laboratory analyses, with presentations of the engineering parameters for design of the new bridge and recommendations for construction. In addition, the reports will contain vicinity maps depicting the project limits, plans showing the boring locations, narrative descriptions of the surface and subsurface conditions, laboratory test results and geotechnical recommendations related to excavation characteristics, bedding material, backfilling guidelines, support for new foundations, and the re-use of on-site soils for engineered fill.
5. DESIGN CONSULTANT shall incorporate comments received on the draft geotechnical report into a final geotechnical report to accompany the 95% submittal.

B 20.0 PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA) (AS AN ALLOWANCE)

1. DESIGN CONSULTANT shall perform a cultural resource assessment. DESIGN CONSULTANT shall complete the ADOT Local Government Categorical Exclusion Checklist, an ADOT Preliminary Initial Site Assessment (Hazardous Material) and a Biological review report. DESIGN CONSULTANT shall obtain the Environmental Clearance before proceeding to 60% design.
2. If needed, the DESIGN CONSULTANT shall conduct a Phase I Environmental Site Assessment (ESA) in accordance with ASTM-1527-05 and submit a draft Phase I ESA report inclusive of each property requiring new right-of-way to the CITY's project manager no more than forty-five (45) calendar days after the 30% plan submittal. This is included as an allowance. Phase I ESA reports will document findings and provide opinions and recommendations regarding possible environmental impacts at the sites. DESIGN CONSULTANT shall provide color photographs and figures in each report.
3. Following review by the CITY's Environmental Program Specialist, DESIGN CONSULTANT shall review the CITY's comments and address those comments in a final Phase I ESA.
4. DESIGN CONSULTANT shall review lease records for the sites, to evaluate probable past site uses and their possible impact on the current environmental status of the sites.
5. DESIGN CONSULTANT shall review readily available maps and reports pertaining to the sites.
6. DESIGN CONSULTANT shall obtain a chain-of-title report for ownership back to 1940 or earlier for each property to be acquired.
7. DESIGN CONSULTANT shall conduct interviews with the property representatives regarding the environmental status of the sites.

8. DESIGN CONSULTANT shall perform a site reconnaissance to visually identify areas of possibly contaminated surficial soil or surface water, improperly stored hazardous materials, possible sources of polychlorinated biphenyls (PCBs), and possible risks of contamination from activities at the sites and adjacent properties.
9. DESIGN CONSULTANT shall review readily available local regulatory agency files for the sites and shall make requests to the County Environmental Services Department and the local Fire and Building Departments.
10. DESIGN CONSULTANT shall review available regulatory agency databases for the sites and for properties located within a specified radius of the sites to evaluate the possible environmental impact to the site. Databases will identify locations of known hazardous waste sites, landfills, and leaking underground storage tanks, permitted facilities that utilize underground storage tanks, and facilities that use, store or dispose of hazardous materials.
11. DESIGN CONSULTANT shall review readily available historical documents, including aerial photographs (site and adjacent properties), Sanborn Insurance Maps (site and available adjacent properties), Building Department Records (site only), and reverse city directories (site and available adjacent properties), as appropriate.
12. DESIGN CONSULTANT shall review Arizona Department of Environmental Quality databases for deed restrictions such as Declaration of Environmental Use Restrictions and Voluntary Environmental Mitigation Use Restrictions.
13. DESIGN CONSULTANT shall discuss site observations as they relate to the possible presence of asbestos-containing materials. DESIGN CONSULTANT is not required to collect asbestos samples within this scope of work.
14. Visual observations made by DESIGN CONSULTANT shall be limited to the surface area of the property and contiguous sites. Subsurface explorations, soil sampling, surface and groundwater sampling, and chemical analyses are not included in this proposal. The reports will be based solely on information gained from direct observation, personal interviews, and examinations of regulatory records.
15. DESIGN CONSULTANT shall update the Phase I ESA reports if the properties are not acquired within six months of the date of the assessment.
16. DESIGN CONSULTANT shall complete an ADOT Local Government Categorical Exclusion Checklist.

B 21.0 UTILITY LOCATING SERVICES (POTHOLING) (AS AN ALLOWANCE)

1. DESIGN CONSULTANT shall conduct Subsurface Utility Engineering (SUE) per ASCE publication CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" at a "Quality Level C".
2. During the 30% design phase, DESIGN CONSULTANT shall develop a suggested pothole list that identifies stationing and offset. DESIGN CONSULTANT will provide the

list to utility companies affected by the project, and facilitate coordination of a master pothole list.

2. Prior to completion of the 30% plans, DESIGN CONSULTANT shall provide vacuum excavation potholes (testholes) on existing subsurface utilities at locations identified on the master pothole list. Pertinent pothole data will be presented in spreadsheet format on a standard "Testhole Data Summary" form that includes the depth, horizontal and vertical location, size and material composition of the utility line exposed.
3. DESIGN CONSULTANT shall be responsible for field survey to initially stake the pothole location in white paint or white flagging for Blue Stake notification and as a reference point for the surveyed location of each pothole. DESIGN CONSULTANT shall identify the pothole number, northing, easting and elevation of the staked location. DESIGN CONSULTANT shall measure and record adjustments from the surveyed location to the steel reference pin set above the centerline of each exposed utility.
4. Potholing may be required and the cost for such additional work will be paid from the allowance included in the Contract Price. Vacuum excavation potholing will include mobilization, set-up, traffic control (excluding uniformed police officer, special barricading, permit fees or inspections required by any governmental agencies), pavement cut and removal (if any), pavement patch as specified in Streetcut Permit (if any), excavation, backfill and compaction, all information requested, and clean up. DESIGN CONSULTANT shall apply for and obtain City of Chandler permit for potholing.

C. CONSTRUCTION DOCUMENTS

DESIGN CONSULTANT shall prepare the construction documents for each design submittal listed in the table below.

Construction Document	30% Stage	ROW	60% Stage	95% Stage	100% Stage
Face Sheet	P		F	F	S
Design Sheet/Index			P	F	S
Special Detail Drawings			P	F	S
Typical Sections	P		F	F	S
Geometric Configuration	P		F	F	S
Plan & Profile Sheets	P		F	F	S
Drainage Plans & Details	P		F	F	S
Lighting Plans & Details	P		P	F	S
Landscape Plans & Details			P	F	S
Quantity & Cost Estimate	P		P	F	F
Special Provisions			P	F	S
Drainage Report	P	F	S		
Geotechnical Report			P	S	
Environmental PISA		S			
Right of Way Legal Descriptions		S			
Right of Way Strip Map	P	F	F	F	F

P – Denotes Preliminary, F – Denotes Final, S – Denotes Sealed

C 1.0 ALIGNMENT (15%) PLANS

NA FOR THIS PROJECT.

C 2.0 PRELIMINARY (30%) PLANS

1. DESIGN CONSULTANT shall submit to the CITY eight (8) full size sets of construction plans, eight (8) half size sets of construction plans, five (5) copies of the draft drainage report, ten (10) copies of the construction cost estimate, ten (10) copies of the outline special provisions, two (2) copies of the final right-of-way strip map, two (2) copies of the utility strip map, and plan checklists. In addition, DESIGN CONSULTANT shall send two (2) full size sets of construction plans, along with conflict letters and a copy of the "Testhole Data Summary Sheet" to each utility company affected by the project.
2. DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format, and AutoCAD .DWF (Design Web Format) exports of each plan sheet or scanned .TIF images of each plan sheet.

C 3.0 RIGHT-OF-WAY SUBMITTAL

1. DESIGN CONSULTANT shall submit five (5) copies of the final drainage reports, the final legal descriptions for acquisitions, drainage easements, utility easements, and TCEs, two (2) copies of the final right-of-way strip map, two (2) copies of the utility strip map, and one (1) copy of the draft Phase I Environmental Assessment if needed.

C 4.0 PRELIMINARY (60%) PLANS

1. DESIGN CONSULTANT shall incorporate any changes, corrections and/or additions as a result of the preliminary plan review. DESIGN CONSULTANT shall submit to the CITY 30% redlines, ten (10) copies of 30% plan comments and annotated comment sheet, eight (8) full size sets of construction plans, eight (8) half-size sets of construction plans, one (1) copy of the sealed drainage report, five (5) copies of the final geotechnical report, six (6) copies of the construction cost estimate, six (6) copies of the technical special provisions, plan checklists, one (1) copy of the final right-of-way strip map, two (2) copies of the utility strip map, and three (3) copies of the final Phase I ESA. In addition, DESIGN CONSULTANT shall send two (2) full size sets of construction plans, along with conflict letters to each utility company affected by the project.
2. DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format, and AutoCAD .DWF (Design Web Format) exports of each plan sheet or scanned .TIF images of each plan sheet.

C 5.0 PRE-FINAL (95%) PLANS

1. DESIGN CONSULTANT shall incorporate any changes, corrections and/or additions as a result of the preliminary plan review. DESIGN CONSULTANT shall submit to the CITY 60% redlines, ten (10) copies of 60% plan comments and annotated comment sheets, eight (8) full size sets of construction plans, eight (8) half size sets of construction plans, six (6) copies of the construction cost estimate, six (6) copies of the final technical special

provisions, plan checklists, one (1) copy of the final right-of-way strip map, and two (2) copies of the utility strip map. In addition, DESIGN CONSULTANT shall send two (2) full size sets of construction plans, along with conflict letters to each utility company affected by the project.

2. DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format, and AutoCAD .DWF (Design Web Format) exports of each plan sheet or scanned .TIF images of each plan sheet.

C 6.0 FINAL (100%) CONSTRUCTION DOCUMENTS

1. DESIGN CONSULTANT shall incorporate any changes, corrections and/or additions as a result of the pre-final plan review. DESIGN CONSULTANT shall submit to the CITY 95% redlines, one (1) copy of 95% plan comments and annotated comment sheets, one (1) sealed set of specifications including technical special provisions, one (1) full size set of sealed construction plans on reproducible 4 mil Mylar with cover sheet signed by ADEQ or Maricopa Environmental Services, if applicable, one (1) copy of the final construction cost estimate and bid schedule, one (1) copy of the final right-of-way strip map, and two (2) copies of the final utility strip map.
2. DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format, and AutoCAD .DWF (Design Web Format) exports of each plan sheet or scanned .TIF images of each plan sheet.

D. POST DESIGN SERVICES

1. DESIGN CONSULTANT shall attend and actively participate in a pre-bid meeting. DESIGN CONSULTANT shall give a brief overview of the project and address questions related to the construction documents. DESIGN CONSULTANT shall prepare and deliver to CITY to issue any necessary Addenda for clarification or correction of the construction documents.
2. DESIGN CONSULTANT shall assist the CITY during construction by answering RFIs.
3. Construction management or observation / inspection, or participation in construction meetings are not included in this scope of work.
4. DESIGN CONSULTANT shall prepare as-built drawings from redlined plans provided by the CITY after the construction is complete.

E. PROJECT SCHEDULE

The following schedule was developed based on past experience and is indexed to the notice to proceed date. It has been assumed that all agencies have a three week review period.

Notice To Proceed	0
Data Collection	NTP + 2 Weeks
Submit 30% Plans	NTP + 12 Weeks
Public Meeting #1, #2, and #3	NTP + 12-18 Weeks

Submit ROW Acquisition Documents	NTP + 14 Weeks
Submit 60% Plans	NTP + 24 Weeks
Submit 95% Plans	NTP + 36 Weeks
Submit Final Plans	NTP + 42 Weeks
Bidding	NTP + 46 Weeks

- DESIGN CONSULTANT shall adhere to the production schedule established for the project and such schedule may not be modified or deviated from without written consent by the CITY. DESIGN CONSULTANT shall revise and submit for review an updated schedule whenever completion of the project design, or any of the partial completion points listed in the schedule are delayed by one week or more. Such adjusted schedule shall include a written explanation stating the reasons for the schedule change and a plan for getting back on schedule. DESIGN CONSULTANT shall take all reasonable action necessary to get the project back on schedule and CITY shall cooperate to assist DESIGN CONSULTANT.

F. QUALITY CONTROL

DESIGN CONSULTANT shall institute and comply with the Design Quality Control Plan established for the project.

**EXHIBIT B
FEE SCHEDULE**

**PROJECT TITLE: Galveston Street Bicycle and Pedestrian Bridge
PROJECT NO. ST0801-202
Chandler, AZ.**

For services described in paragraph 3 of this Agreement, the CITY shall pay DESIGN CONSULTANT a fee not to exceed the sum of Six Hundred Twenty Two Thousand Four dollars (\$622,004) in accordance with the schedule set forth in exhibits B-1, B-2 and B-3 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

DESIGN RELATED SERVICES

TASK NO.	DESCRIPTION	Proj. Principal	Proj. Mgr.	Sr. Engr.	Proj. Engr.	Engr.	Tech.	Clerical	Total Hrs.	Labor Cost
GENERAL TASKS										
B2.0	Data Collection	0	4	12	0	0	0	12	28	\$2,940
B3.0	Public Utility Coordination	0	16	8	0	0	24	2	50	\$5,750
B4.0	Progress Meetings (18)	0	54	27	0	0	0	12	93	\$13,215
B5.0	Public Meetings (3)	0	12	12	0	0	24	2	50	\$5,630
B6.0	Stakeholder Meetings (3)	0	12	6	0	0	0	2	20	\$2,900
B7.0	Project Management (12 months)	24	96	0	0	0	0	100	220	\$26,140
B8.0	Design Survey	0	2	4	0	0	0	0	6	\$870
B9.0	Right-of-Way Survey	0	2	4	0	0	0	0	6	\$870
B10.0	Plans, Specifications and Estimates	28	116	319	456	760	1097	80	2856	\$274,725
B11.0	Paving Plan/Profiles NA	0	0	0	0	0	0	0	0	\$0
B12.0	Drainage Plans	0	2	4	0	0	0	0	6	\$870
B13.0	Traffic Signal Plans NA	0	0	0	0	0	0	0	0	\$0
B14.0	Striping and Signing Plans NA	0	0	0	0	0	0	0	0	\$0
B15.0	Street Light Plans	0	2	4	0	0	0	0	6	\$870
B16.0	Landscape & Irrigation Plans	0	2	4	0	0	0	0	6	\$870
B17.0	Stormwater Pollution Prevention Plan	0	2	0	0	0	0	0	2	\$330
B18.0	Waterline and Sanitary Sewer Plans NA	0	0	0	0	0	0	0	0	\$0
B19.0	Geotechnical	0	2	4	0	0	0	0	6	\$870
B20.0	Phase I Environmental Site Assessment (ESA)	0	2	0	0	0	0	0	2	\$330
Subtotal		52	326	408	456	760	1145	210	3357	\$337,180
Expenses										\$1,338
T.Y. LIN INTERNATIONAL DESIGN FEE										\$338,518
Subconsultants										
J2 Engineering & Environmental Design										\$103,719
Ritoch-Powell & Associates										\$11,163
Wright Engineering Corporation										\$16,330
Ninyo & Moore										\$43,855
Archaeological Consulting Services										\$12,728

TOTAL - DESIGN RELATED SERVICES (SUM CERTAIN)										\$526,313
LINE ITEM ALLOWANCES (CITY APPROVAL)										
Artist - Willco (Laurie Lundquist)										\$10,000
Photo Static Simulation (5 views)										\$8,000
2 - 3D Lighting Modeling Presentations										\$6,670
Phase I ESA										\$3,333
Potholing										\$10,000
Additional Legal Descriptions										\$2,000
TOTAL - DESIGN RELATED SERVICES WITH ALLOWANCES										\$40,003
CONSTRUCTION PHASE SERVICES (HOURLY, NOT TO EXCEED)										
POST DESIGN SERVICES	0	20	64	104	80	104	24	396		\$39,820
Subtotal	0	20	64	104	80	104	24	396		\$39,820
Expenses										\$1,000
Subconsultants										
J2 Engineering & Environmental Design										\$5,328
Ritoch-Powell & Associates										\$0
Wright Engineering Corporation										\$9,540
Ninyo & Moore										\$0
Archaeological Consulting Services										\$0
TOTAL - CONSTRUCTION PHASE SERVICES (HOURLY, NOT TO EXCEED)										\$55,688
TOTAL - CONTRACT (DESIGN SERVICES & POST DESIGN SERVICES (HOURLY, NOT TO EXCEED))										\$582,001
TOTAL - CONTRACT (DESIGN SERVICES & POST DESIGN SERVICES (HOURLY, NOT TO EXCEED) & ALLOWANCES)										\$622,004

EXHIBIT B-2

FEE PROPOSAL - T.Y. LIN INTERNATIONAL

Task No.	Description	Project Principal \$175/hr	Project Mgr \$150/hr	Senior Engr. \$135/hr	Project Engr. \$110/hr	Bridge Engr. \$85/hr	Tech \$80/hr	Clerical \$55/hr	Total Hrs	Labor Cost
GENERAL TASKS										
B2.0	Data Collection		4	12				12	28	\$2,940
B3.0	Public Utility Coordination		16	8			24	2	50	\$5,750
B4.0	Progress Meetings (18)		54	27				12	93	\$13,215
B5.0	Public Meetings (3)		12	12			24	2	50	\$5,630
B6.0	Stakeholder Meetings (3)		12	6				2	20	\$2,900
B7.0	Project Management (12 months)	24	96					100	220	\$26,140
B8.0	Design Survey		2	4					6	\$870
B9.0	Right-of-Way Survey		2	4					6	\$870
B10.0	Plans, Specifications and Estimates	28	116	319	456	760	1,097	80	2856	\$274,725
B11.0	Paving Plan/Profiles NA								0	\$0
B12.0	Drainage Plans		2	4					6	\$870
B13.0	Traffic Signal Plans NA								0	\$0
B14.0	Striping and Signing Plans NA								0	\$0
B15.0	Street Light Plans		2	4					6	\$870
B16.0	Landscape & Irrigation Plans		2	4					6	\$870
B17.0	Stormwater Pollution Prevention Plan		2						2	\$330
B18.0	Waterline and Sanitary Sewer Plans NA								0	\$0
B19.0	Geotechnical		2	4					6	\$870
B20.0	Phase I Environmental Site Assessment (ESA)		2						2	\$330
									0	\$0
Direct Costs										\$1,338

TOTAL - DESIGN RELATED SERVICES		52	326	408	456	760	1145	210	3357	\$338,518
POST DESIGN SERVICES (HOURLY NOT TO EXCEED)										
D1.0	Pre-bid Meeting, Addenda		2	12			24	12	50	\$4,530
D2.0	RFI's, Shop Drawing Review		16	40	80	80		12	228	\$24,300
D3.0	Construction Management/Inspection (Allowance)									\$0
D4.0	As-Built Drawings		2	12	24		80		118	\$10,990
										\$0
TOTAL - ENGINEERING SERVICES DURING CONSTRUCTION		0	20	64	104	80	104	24	396	\$39,820
TOTAL FEE										\$378,338

EXHIBIT B-2 (continued)

FEE PROPOSAL - J2 Engineering & Environmental Design

TASK NO.	DESCRIPTION	LANDSCAPE ARCHITECT (\$122.61/hr)	LANDSCAPE IRRIGATION (\$89.29/hr)	CADD TECHNICIAN (\$73.30/hr)	CLERICAL (\$41.31/hr)	TOTAL HOURS	LABOR COST
B3.0	Public Utility Coordination	4	4	2		10	\$994
B4.0	Progress Meetings (18)	54				54	\$6,621
B5.0	Public Meetings (3)	24	24			48	\$5,086
B6.0	Stakeholder Meetings (3)	106	154	40		300	\$29,679
B12.0	Drainage Plans	14	14	4	4	36	\$3,425
B16.0	Landscape & Irrigation Plans	146	220	232	12	610	\$55,046
B17.0	Storm Water Pollution Prevention Plan	8	8	16	0	32	\$2,868
EXPENSES							
Direct Costs							\$0
TOTAL - DESIGN RELATED SERVICES (SUM CERTAIN)		356	424	294	16	1090	\$103,719
ALLOWANCE (Production of 5 Static Photo Simulation Images)							\$8,000
POST DESIGN SERVICES (HOURLY NOT TO EXCEED)							
D1.0	Pre-bid Meeting, Addenda	4	2			6	\$669
D2.0	RFI's, Shop Drawing Review	8	8			16	\$1,695
D3.0	Construction Management/Inspection						\$0
D4.0	As-Built Drawings	4	8	24		36	\$2,964
TOTAL - ENGINEERING SERVICES DURING CONSTRUCTION		16	18	24	0	58	\$5,328
TOTAL FEE - J2 Engineering & Environmental Design							\$117,047

EXHIBIT B-2 (continued)

FEE PROPOSAL - WRIGHT ENGINEERING CORPORATION

<u>TASK NO.</u>	<u>DESCRIPTION</u>	<u>PROJECT PRINCIPAL</u> (\$120/hr)	<u>PROJECT ENGINEER</u> (\$95/hr)	<u>DESIGNER</u> (\$75/hr)	<u>CLERICAL</u> (\$45/hr)	<u>TOTAL HOURS</u>	<u>LABOR COST</u>
B15.0	Street Light Plans	16	56	120	2	194	\$ 16,330.00
EXPENSES							
Direct Costs							\$ -
TOTAL - DESIGN RELATED SERVICES (SUM CERTAIN)		16	56	120	2	194	\$ 16,330.00
ALLOWANCE (3-DIMENSIONAL MODELING AND COLOR PRESENTATIONS) (2 PRESENTATIONS)							\$ 6,670
POST DESIGN SERVICES (HOURLY NOT TO EXCEED)							
D1.0	Pre-bid Meeting, Addenda	6	18		2	26	\$ 2,520.00
D2.0	RFI's, Shop Drawing Review	8	48	20		76	\$ 7,020.00
D3.0	Construction Management/Inspection						
D4.0	As-Built Drawings						
EXPENSES							
Direct Costs							\$ -
TOTAL - ENGINEERING SERVICES DURING CONSTRUCTION		14	66	20	2	102	\$ 9,540
TOTAL FEE - WRIGHT ENGINEERING CORPORATION							\$ 32,540

EXHIBIT B-2 (continued)

FEE PROPOSAL - NINYO & MOORE

TASK NO.	DESCRIPTION	PROJECT PRINCIPAL	PROJECT ENGINEER	GEOLOGIST SR. ENGINEER	ENGINEER	TECHNICIAN	CLERICAL	TOTAL HOURS	LABOR COST
		(\$140/hr)	(\$110/hr)	(\$95/hr)	(\$90/hr)	(\$64/hr)	(\$53/hr)		
B19.0	Geotechnical	15	80	45	70	35	20	265	\$24,650.00
EXPENSES									
Direct Costs									\$ 19,205
TOTAL - DESIGN RELATED SERVICES (SUM CERTAIN)		15	80	45	70	35	20	265	\$ 43,855
TOTAL - ENGINEERING SERVICES DURING CONSTRUCTION									\$ -
TOTAL FEE - NINYO & MOORE									\$ 43,855

EXHIBIT B-2 (continued)

FEE PROPOSAL – ARCHAEOLOGICAL CONSULTING SERVICES, LTD.

<u>Task No.</u>	<u>Description</u>	<u>Director Env/Safety</u> (\$139/hr)	<u>Env. Mgr</u> (\$100/hr)	<u>Principal Investigator</u> (\$99.33/hr)	<u>Sr. Proj. Mgr</u> (\$74.65/hr)	<u>Staff Scientist</u> (\$74.25/hr)	<u>GIS Mgr</u> (\$70.79/hr)	<u>Spatial Analyst III</u> (\$67.00/hr)	<u>Lab Mgr</u> (\$64.50/hr)	<u>Crew Chief</u> (\$54.50/hr)	<u>Spatial Analyst II</u> (\$58.00/hr)	<u>Spatial Analyst I</u> (\$44.00/hr)	<u>Report Assist.</u> (\$50.19/hr)	<u>Total Hours</u>	<u>Labor Cost</u>
	Phase I Environmental Site Assessment (ESA)														
B20.0	Cultural Resources			12	5		3		0.5	17.5	4	8	0.5	50.5	\$ 3,373
	Biological Reports		3		14									17	\$ 1,345
	Hazmat Report	0.5	3			13			0.5					16.5	\$ 1,367
	CE Checklist	1	50.5	2	2	2	0.5	6						64	\$ 6,123
EXPENSES															
Direct Costs															\$ 520
TOTAL – DESIGN RELATED SERVICES (SUM CERTAIN)		1.5	56.5	14	21	15	3.5	6	1	17.5	4	8	0.5	148	\$ 12,728
ALLOWANCE (ESA)															\$ 3,333
TOTAL – ENGINEERING SERVICES DURING CONSTRUCTION															\$ -
TOTAL FEE – ARCHAEOLOGICAL CONSULTING SERVICES, LTD.															\$ 16,061

EXHIBIT B-3

T.Y. Lin International Breakdown 30% Preliminary Phase

30% Preliminary Phase	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	PROJECT PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	BRIDGE ENGINEER	TECHNICIAN	CLERICAL
General Plan & Elevation	20	2	50.0	100	0	4	8	16	24	48	0
Typical Section, Notes and Quantities	10	1	60.0	60	0	2	6	12	16	24	0
Architectural Details		1	60.0	60	0	2	6	12	16	24	0
Subtotal Plans		4	55.0	220	0	8	20	40	56	96	0
General Items											
Quantities/Cost Estimates	NA			72	0	2	10	20	40	0	0
Final Bridge Selection Report	NA			114	4	10	40	20		0	40
				0							
Subtotal General Items		0		186	4	12	50	40	40	0	40
TOTAL Preliminary (TYLI)		4		406	4	20	70	80	96	96	40

EXHIBIT B-3 (continued)

T.Y. Lin International Breakdown Final Design											
Final Design	SCALE	NO. SHTS.	HRS /SHT	TOTAL HRS	PROJECT PRINCIPAL	PROJ MGR	SENIOR ENGINEER	PROJ ENGR	ENGR	TECHN	CLERICAL
Bridge Sheets											
General Plan & Elevation	20	2	18.5	37	0	1	2	4	10	20	0
Typical Section, Notes and Quantities	10	1	42.0	42	0	2	4	8	12	16	0
Foundation Layout	varies	1	62.0	62	0	2	4	8	16	32	0
Foundation Details	varies	1	62.0	62	0	2	4	8	16	32	0
West Side Ramp Details	varies	2	50.0	100	0	4	8	16	24	48	0
East Side Ramp Details	varies	2	50.0	100	0	4	8	16	24	48	0
Abutment Details	varies	2	58.0	116	0	4	8	16	24	64	0
Pier Details	varies	1	66.0	66	0	2	4	12	16	32	0
Superstructure Plan and Elevation	varies	2	44.0	88	0	4	8	12	16	48	0
Superstructure Details	varies	2	70.0	140	0	4	12	20	40	64	0
Diagonals	varies	1	62.0	62	0	2	4	8	16	32	0
Bracing Details	varies	1	82.0	82	0	2	4	12	24	40	0
Field Splices	varies	1	62.0	62	0	2	4	8	16	32	0
Deck Plan 1	varies	1	50.0	50	0	2	4	8	12	24	0
Deck Plan 2	varies	1	50.0	50	0	2	4	8	12	24	0
Typical Deck Section & Details	varies	1	50.0	50	0	2	4	8	12	24	0
Shading Details	varies	1	50.0	50	0	2	4	8	12	24	0
Lighting Details	varies	1	50.0	50	0	2	4	8	12	24	0
Construction Sequence	varies	1	50.0	50	0	2	4	8	12	24	0
Bearings	varies	1	62.0	62	0	2	4	8	16	32	0
Camber and Miscellaneous Details	varies	1	50.0	50	0	2	4	8	12	24	0
Architectural Details 1	varies	1	50.0	50	0	2	4	8	12	24	0
Architectural Details 2	varies	1	50.0	50	0	2	4	8	12	24	0
Railing and Fencing Details	varies	3	62.0	186	0	6	12	24	48	96	0
General Sheets											
Cover Sheet	varies	1	29.0	29	0	1		4	8	16	0
General Notes and Index	varies	1	29.0	29	0	1		4	8	16	0
Location Plan	varies	1	29.0	29	0	1		4	8	16	0
Traffic Control Sheets											

Traffic Control General Notes	N.A.	1	18.0	18			2	4	4	8	
Traffic Control Quantity Summary	N.A.	1	23.0	23			1	6	8	8	
Maintenance of Traffic Sheet	N.A.	1	21.0	21			1	6	8	6	
Project Advance Signing	N.A.	1	20.0	20			1	6	6	7	
SB Frontage Road - 1 lane closure	1=50	2	20.0	40			4	4	16	16	
NB Frontage Road - Detour	1=100	1	18.0	18			2	2	6	8	
SB Frontage Road - Detour	1=100	1	18.0	18			2	2	6	8	
NB 101 - Detour	1=100	3	18.0	54			6	6	18	24	
SB 101 - Detour	1=100	2	18.0	36			4	4	12	16	
Subtotal Plans		48	42.8	2,052	0	64	149	304	534	1,001	0
General Items											
QA/QC				184	20	16	40	28	80	0	0
Special Provisions				108	4	12	40	12	0	0	40
Quantities/Cost Estimates				106	0	4	20	32	50	0	0
Subtotal General Items		0		398	24	32	100	72	130	0	40
TOTAL STRUCTURES (TYLI)		48		2,450	24	96	249	376	664	1,001	40

EXHIBIT B-3 (continued)

T.Y. Lin International

DIRECT EXPENSE DOCUMENTATION

OUTSIDE REPRODUCTION

Plan Submittals:

Full Size Bond Copies

	<u>Number of Plan Sets</u>		
	<u>60%</u>	<u>95%</u>	<u>100%</u>
City Distribution List	8	8	1
Utilities	1	1	1
Subconsultants	5	5	5
TYLI File Copy	1	1	1
Working Sets	2	2	2
Extra Sets	1	1	1
Total Sets	18	18	11
Est. No. of Dwgs/Set	60	60	60
Total Sheets	1,080	1,080	660
\$ 0.08 /Sheet	\$86.40	\$86.40	\$ 52.80
\$ 1.00 /Set Binding	\$18.00	\$18.00	\$ 11.00
Total Costs/Submittal	\$104.40	\$104.40	\$ 63.80
SUBTOTAL FOR PLAN SUBMITTAL:			\$ 272.60

Copying:

8.5 X 11 Copies

	<u>Est. No. of Shts.</u>	<u>No. of Copies</u>	<u>No. of Submittals</u>	<u>Total Sheets</u>
Str. Selection Rpt.	30	5	1	150
Br. Calc's.	400	2	1	800
Specifications	60	6	2	720
QA Manuals	20	2	1	40
Total 8.5 X 11 Copies				1,710
\$ 0.04 /Copy				\$ 68.40
SUBTOTAL FOR COPYING:				\$ 68.40

Plotting:

	<u>Est. No. of Shts or Sets</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Plotting of Full Size Mylars	60	\$4.00	\$ 240.00
SUBTOTAL FOR PLOTTING:			\$ 240.00

TOTAL FOR REPRODUCTION:

Full Size Plan Copies	\$ 272.60
8.5 x 11 Copies	\$ 68.40
Plotting	\$ 240.00
TOTAL OUTSIDE REPRODUCTION	\$ 581.00

OUTSIDE MESSENGER SERVICE

	Est. Trips/ Month	Cost/ Trip	No. of Months	Total Costs
Messenger	2	\$14.00	12	\$ 336.00
TOTAL OUTSIDE MESSENGER SERVICE:				\$ 336.00

MILEAGE

	Est. Miles/ Month	No. of Months	Total Miles
Mileage	60	12	720
TOTAL MILEAGE COST @:	\$0.585/MILE		\$ 421.20

TOTAL DIRECT EXPENSES	
Outside Reproduction	\$ 581
Outside Messenger Service	\$ 336
Personal Mileage	\$ 421
TOTAL DIRECT EXPENSES	\$ 1,338

EXHIBIT C
SCHEDULE

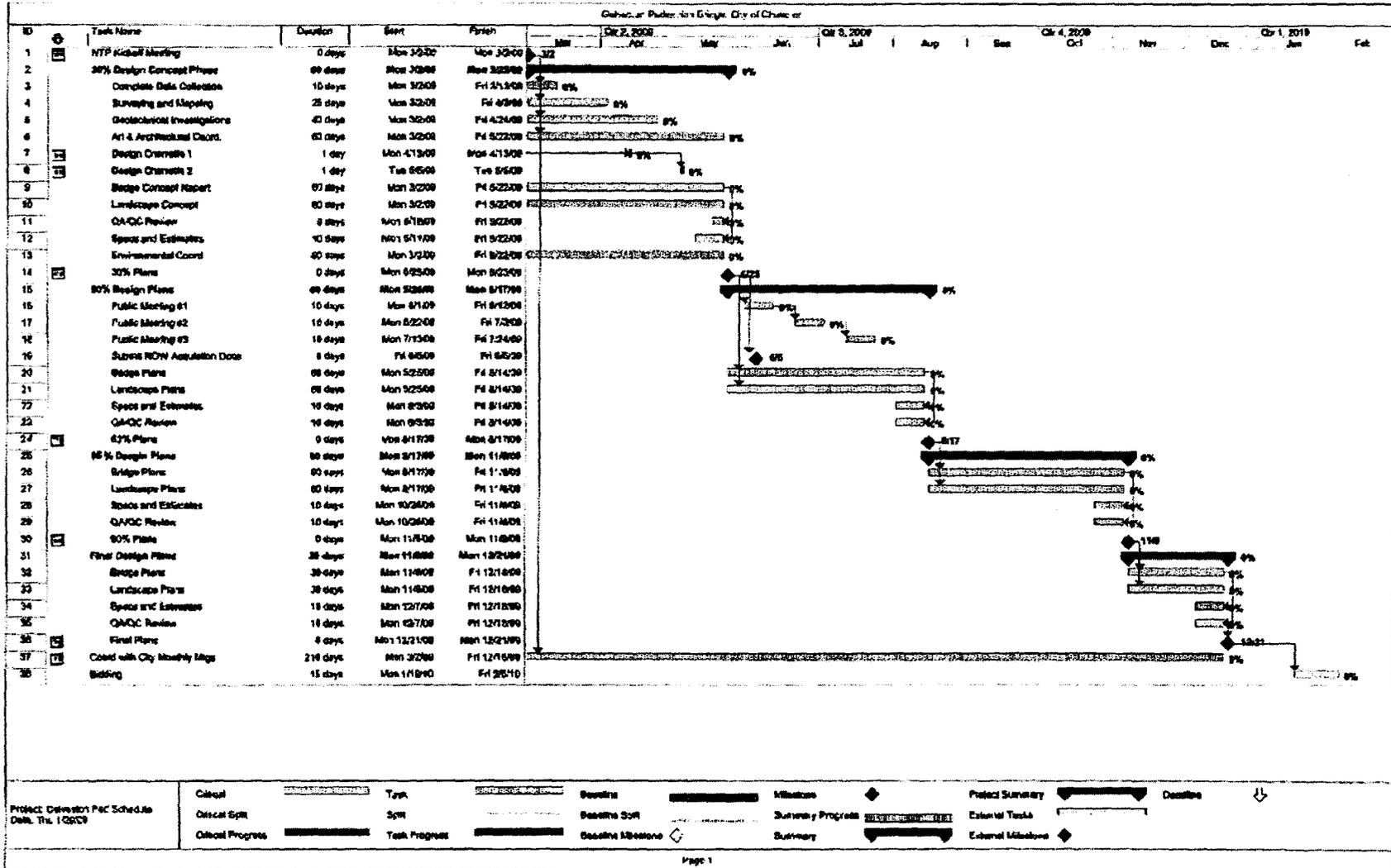


EXHIBIT D

Contractor Immigration Warranty
To Be Completed by Contractor Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

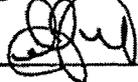
By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited State contract meet all conditions contained herein.

Project Number/Division: ST0801-402 Galveston Street Bicycle & Pedestrian Bridge
Name (as listed in the contract): T. Y. Lin International
Street Name and Number: 60 East Rio Salado Parkway, Ste. 501
City: Tempe State: AZ Zip Code: 85281

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees; and
3. The contractor has identified all contractor and subcontractor employees who perform work under the contract and has verified compliance with Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

Signature of Contractor (Employer) or Authorized Designee:



Printed Name: Michael Bruz

Title: Vice President

Date (month/day/year): 2/2/2009