

Staff Summary Report



Council Meeting Date: 12/06/07

Agenda Item Number: 40

SUBJECT: Request approval of a professional design services contract with Sunrise Engineering, Inc. Bus Bay Improvements 2007-2008.

DOCUMENT NAME: 20071206PWCH14 TRANSPORTATION (1100)
PROJECT NO. 6001233

SUPPORTING DOCS: Yes

COMMENTS: Professional design services contract in an amount not to exceed \$138,400 with Sunrise Engineering Inc., subject to execution of the final written contract.

PREPARED BY: MARK WEBER, PRINCIPAL CIVIL ENGINEER (x8526)

REVIEWED BY: ANDY GOH, DEPUTY PW MANAGER/CITY ENGINEER (x8896)

LEGAL REVIEW AS TO FORM: JENAE NAUMANN, ASSISTANT CITY ATTORNEY (x8402)

FISCAL NOTE: Sufficient funds are available in Capital Improvement Fund No. 6749.

RECOMMENDATION: Approve contract and authorize the Mayor to sign all necessary documents for the contract together with any required addenda.

ADDITIONAL INFO: The scope of work for this contract is to provide preliminary design for nine bus bay sites and provide final design and construction documents for six of the nine bus bay sites.

The not to exceed fee of \$138,400.00 was negotiated by staff and is considered reasonable for the scope of services.

This approval is conditioned upon execution of final written contract documents and approved submittals of any required ensure to insure affidavit, insurance certificates or other documents.

Approved by Glenn Kephart, Public Works Manager



CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into on the 6th day of December, 2007, by and between the City of Tempe, hereinafter called CITY, and SUNRISE ENGINEERING, INC., hereinafter called the CONSULTANT.

The CITY engages the CONSULTANT to perform professional services for a project known and described as BUS BAY IMPROVEMENTS 2007-2008, Project No. 6001233, hereinafter called the "Project".

SECTION I - SERVICES OF THE CONSULTANT

The CONSULTANT shall perform the following professional services to CITY standards and in accordance with the degree of care and skill that a registered professional in Arizona would exercise under similar conditions:

- A. The CONSULTANT shall provide design services for bus pullouts as described in Exhibit "A" attached.
- B. The CONSULTANT has assigned Joel A. Watson as the Project Manager for this Contract. Prior written approval is required in the event the CONSULTANT needs to change the Project Manager. The CONSULTANT shall submit the qualifications of the proposed substituted personnel to the City for approval.
- C. The CONSULTANT shall prepare and submit a detailed opinion of probable cost of the project.
- D. The CONSULTANT shall follow and comply with the Public Improvement Project Guide as directed by the CITY.
- E. The CONSULTANT shall prepare plans and technical specifications per the requirements of the applicable chapters of the City's Engineering Design Criteria Manual, latest revision, and the Maricopa Association of Governments (MAG) Standard Specification and Details as amended by the CITY. All plans shall be prepared on CAD as required by the CITY. Final plans shall be submitted on 3 ml double matte black line mylar and shall be 24" x 36" in size.
- F. The CONSULTANT shall submit all final construction documents in both hard copy and electronic format. Plans shall be MicroStation or AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software version used shall be compatible to current City standards. Other support documents, for example, structural calculations, drainage reports and geotechnical reports, shall be submitted in hard copy only.

SECTION II - PERIOD OF SERVICE

The CONSULTANT shall complete all services within 270 calendar days of the "Notice to Proceed" date. In the event delays are experienced beyond the control of the CONSULTANT, the schedule may be revised as mutually agreed upon by the CITY and the CONSULTANT.

SECTION III - CONSULTANT'S COMPENSATION

- A. The method of payment for this CONTRACT is payment by installments. Total compensation for the services performed shall not exceed \$138,400.00, unless otherwise authorized by the CITY. This fee includes the sum of \$115,200.00 for preliminary and final design; a not to exceed amount of \$13,200.00 for post design services; and an allowance of \$10,000.00 for geotechnical investigation, legal description and exhibit.
- B. The CITY shall pay the CONSULTANT in installments based upon monthly progress reports and detailed invoices submitted by the CONSULTANT subject to the following limitations:
1. Prior to approval of the preliminary design (30% plans), payments to the CONSULTANTS shall not exceed 30% of the total CONTRACT amount.
 2. Prior to approval of the final design documents, payments to the CONSULTANTS shall not exceed 90% of the total CONTRACT amount. The final approval and payment will be made within a reasonable period of time regardless of the project construction schedule.
- C. The CITY at its discretion may, by written notification, waive the above limitations.
- D. The CITY shall make payments to the CONSULTANT within thirty (30) days after receipt of the progress report and detailed invoice.

SECTION IV - THE CITY'S RESPONSIBILITIES

- A. The CITY shall designate a project manager during the term of this CONTRACT. The project manager has the authority to administer this CONTRACT and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by the CITY on any aspect of the work shall be directed to the project manager.

- B. The CITY shall review submittals by the CONSULTANT and provide prompt response to questions and rendering of decisions pertaining thereto, to minimize delay in the progress of the CONSULTANT'S work. The CITY will keep the CONSULTANT advised concerning the progress of the CITY'S review of the work. The CONSULTANT agrees that the CITY'S inspection, review, acceptance or approval of CONSULTANT'S work shall not relieve CONSULTANT'S responsibility for errors or omissions of the CONSULTANT or it's sub-consultant(s).
- C. Unless included in the CONSULTANT'S Services as identified in Section I, the CITY shall furnish the CONSULTANT gratis, the following information or services for this Project:
1. One copy of its maps, records, laboratory tests, survey ties, and benchmarks, or other data pertinent to the services. However, the CONSULTANT shall be responsible for searching the records and requesting specific drawings or information and independently verifying said information.
 2. Available CITY data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.
 3. When required, title searches, legal descriptions, detailed ALTA Surveys, and environmental assessments to the end that the CITY may proceed with the right of way acquisition.

SECTION V - TERMINATION

The CITY, at its sole discretion, may terminate this CONTRACT for convenience or abandon any portion of the Project for which services have not been performed by the CONSULTANT, upon fourteen (14) days written notice delivered to CONSULTANT personally or by certified mail at 2152 S. Vineyard, Suite 123, Mesa, AZ 85210. This CONTRACT may be terminated pursuant to ARS Sec. 38-511.

Immediately after receiving such notice, the CONSULTANT shall discontinue advancing the services under this CONTRACT and proceed to close said operations under this CONTRACT. The CONSULTANT shall appraise the services it has completed and submit an appraisal to the CITY for evaluation. The CITY shall have the right to inspect the CONSULTANT'S work to appraise the services completed.

CONSULTANT shall deliver to the CITY all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the CONSULTANT under the CONTRACT, entirely or partially completed, together with all unused materials supplied by the CITY.

In the event of such termination or abandonment, the CONSULTANT shall be paid for services performed prior to receipt of said notice of termination including reimbursable expenses then incurred.

If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by the CONSULTANT based upon the scope of work set forth in Exhibit A, and shall be agreed upon mutually by the CONSULTANT and the CITY. However, in no event shall the fee exceed that set forth in Section III of the attached CONTRACT.

The CITY shall make final payment within sixty (60) days after the CONSULTANT has delivered the last of the partially completed items and the final fee has been agreed upon.

In the event this CONTRACT is terminated, the CITY shall have the option of completing the work, or entering into a CONTRACT with another party for the completion of the work according to the provisions and agreements herein.

SECTION VI - SUPPLEMENTAL CONTRACT PROVISIONS

The supplemental contract provisions to this CONTRACT are attached hereto and incorporated herein by reference as if fully set forth.

Bus Bay Improvements 2007-2008
Project No. 6001233

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT this _____ day of _____, 2007.

CITY OF TEMPE, ARIZONA

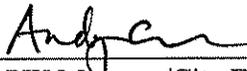
By _____
Mayor

By _____
Public Works Manager

ATTEST:

City Clerk

Recommended By:



Deputy PW Manager/City Engineer

APPROVED AS TO FORM:

City Attorney

The CONSULTANT warrants that the person who is signing this CONTRACT on behalf of the CONSULTANT is authorized to do so and to execute all other documents necessary to carry out the terms of this CONTRACT.

CONSULTANT
Sunrise Engineering, Inc.

Name

Title

Federal I.D. No. /Social Security No.

Certified to be a true and exact copy.

Karen M. Fillmore
Records Specialist

CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS

AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT
REGARDING
HEALTH INSURANCE

_____,
Arizona

Date _____

Bus Bay Improvements 2007-2008
Project No. 6001233

I hereby certify that _____ (name of company) currently has, and all of its major subcontractors/subconsultants, defined as doing work in excess of \$30,000.00, will have, during the course of this contract, health insurance for all employees working on this project and will offer health insurance coverage to eligible dependents of such employees, as defined in the accompanying Guidelines. The company's health insurance is as follows:

Name of Insurance Company: _____

Type of Insurance (PPO, HMO, POS, INDEMNITY): _____

Policy No.: _____

Policy Effective Date (MM/DD/YY): _____

Policy Expiration Date (MM/DD/YY): _____

Signed and dated at _____, this _____ day of _____, 2007.

General Contractor/Prime Consultant

By: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2007.

Notary Public

My commission expires:

City of Tempe

Guidelines for Implementation of Health Insurance

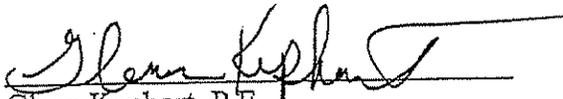
These Guidelines are provided for purposes of implementing Resolution No. 2000.73, which requires all employees of prime consultants, general contractors and major subconsultants and subcontractors to have health insurance and to offer health insurance to their eligible dependants, as determined at the start of each project. Questions regarding these guidelines should be directed to the City of Tempe Engineering Division at (480) 350-8200.

1. All Prime Consultants who enter into a Public Works contract or General Contractors who bid on Public Works projects that are advertised for bid and enter into a contract in excess of \$30,000 with the City of Tempe after January 1, 2001, are required to sign an affidavit in the form attached hereto. The prime consultant or general contractor shall require that all major subconsultants or subcontractors, defined as entities doing work in excess of \$30,000, comply with the health insurance requirements. In signing the affidavit, prime consultants and general contractors may refer to and rely upon these Guidelines for interpretation.
2. Health insurance is required for permanent employees who work for the consultant/contractor more than one hundred and twenty (120) days in any calendar year. A "work day" consists of any time within a twenty-four hour period, regardless of number of hours, that the individual is paid. This requirement excludes students working part-time who are enrolled in a recognized educational institution. Many companies have a grace period or a qualifying period prior to commencement of insurance coverage, which is acceptable so long as the employee coverage begins by the 120th day of contract signing. Temporary employees will be covered to the same extent as the City of Tempe covers temporary employees as determined at the start of each project.
3. If a contractor is a "Union" shop and withholds union dues from employees for health insurance coverage that is also offered to their eligible dependents and meets all City requirements, the Contractor may so note on the required affidavit.
4. The health insurance requirements herein apply to all employees that are directly involved with the City of Tempe project including support and administrative personnel.
5. Health insurance coverage must be maintained during the entire time of the contract, including any warranty periods, with the City.
6. All complaints concerning violations of the health insurance requirements shall be filed by an employee, in writing, with the Public Works Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision

of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.

7. In the event of a finding by the City of a violation of the insurance provisions, the company in violation of the provision shall be barred from bidding on, or entering into, any public works contract with the City for a minimum period of three (3) years.
8. All consultants and contractors subject to the health insurance requirements shall post, in English and Spanish, notice of the health insurance requirements at their office and at the job site. Signs for posting will be provided by the City.

These "Guidelines for Implementation of Health Insurance", issued and dated this 21st day of August, 2002, hereby amend all guidelines previously issued.


Glenn Kephart, P.E.
Public Works Manager

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

SUPPLEMENTAL CONTRACT PROVISIONS

SECTION I - INSURANCE

Without limiting any of their obligations or liabilities, the CONSULTANT, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms reasonably satisfactory to the CITY. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from the CITY.

A. General Clauses

1. **Additional Insured.** The insurance coverage, except Workers' Compensation and Professional Liability, required by this CONTRACT, shall name the CITY, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded the CONSULTANT shall be primary insurance, and that any self insured retention and/or insurance coverage carried by the CITY or its employees shall be excess coverage, and not contributory coverage to that provided by the CONSULTANT.
2. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of this CONTRACT are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this CONTRACT, at the sole discretion of the CITY.
3. **Primary Coverage.** The CONSULTANT's insurance shall be primary insurance as respects the CITY and any insurance or self insurance maintained by the CITY shall be in excess of the CONSULTANT'S insurance and shall not contribute to it.
4. **Claim Reporting.** CONSULTANT shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect the CITY.
5. **Waiver.** The policies for Workers' Compensation and General Liability shall contain a waiver of transfer rights of recovery (subrogation) against the CITY, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the CONSULTANT.

6. **Deductible/Retention.** The policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to the CITY under such policies. The CONSULTANT shall be solely responsible for deductible or self-insured retentions and the CITY may require the CONSULTANT to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
7. **Policies and Endorsements.** The CITY reserves the right to request and to receive, within 10 working days, information on any or all of the above policies or endorsements.
8. **Certificates of Insurance.** Prior to commencing services under this CONTRACT, CONSULTANT shall furnish the CITY with Certificates of Insurance, or formal endorsements as required by the CONTRACT, issued by CONSULTANT'S insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this CONTRACT are in full force and effect. Such certificates shall identify this CONTRACT by referencing the project number and/or project name and shall provide for not less than thirty (30) days advance written notice by Certified Mail of cancellation or termination of insurance.
9. **Sub-Consultants/Contractors.** CONSULTANT shall include all sub-consultants and sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant and sub-contractor.

B. Workers' Compensation

The CONSULTANT shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONSULTANT employees engaged in the performance of the Services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case Services are sub-contracted, the CONSULTANT shall require the sub-consultant to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by the CONSULTANT.

C. Automobile Liability

The CONSULTANT shall carry Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the CONSULTANT Services. Coverage will be at least as broad as coverage Code 1 "any auto" (Insurance Service Office policy form CA 0001 1/87 or any replacements thereof). Such coverage shall include coverage for loading and unloading hazards.

D. Commercial General Liability

The CONSULTANT shall carry Commercial General Liability insurance with a combined single limit of not less than \$1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this CONTRACT, which coverage will be at least as broad as Insurance Service Office policy form CG 0002 1-11-88 or any replacement thereof.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services as evidenced by annual Certificates of Insurance.

Such policy shall contain a "severability of interests" provision (also known as "cross liability" and "separation of insured").

E. Professional Liability

The CONSULTANT retained by the CITY to provide the engineering services required by the CONTRACT will maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by the CONSULTANT or any person employed by him, with an unimpaired limit of not less than \$1,000,000 each claim and \$1,000,000 all claims, or 10% of the construction budget, whichever is larger. In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Services as evidenced by annual Certificates of Insurance.

F. Property Coverage – Valuable Papers

The CONSULTANT shall carry Property coverage on all-risk, replacement cost, agreed amount form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the CONSULTANT used in the completion of this CONTRACT.

HEALTH INSURANCE REQUIREMENTS

All Consultants who enter into a Public Works contract in excess of \$30,000.00 with the City of Tempe, after January 1, 2001, must certify that they have, and all of their major sub-consultants will have, health insurance for all employees. Health insurance must be offered to eligible dependents of all such employees. An affidavit must be signed in the form included herein (Page AFF-1). Major sub-consultants are defined as entities doing work in excess of \$30,000.00 as determined at the start of each project. All required health insurance must be maintained during the entire time of the contract with the City.

Health insurance is required for all consultant and major sub-consultant employees who work more than one hundred and twenty (120) days in any calendar year. A "work day" consists of any time within a twenty-four hour period, regardless of number of hours, that the individual is paid. At this time, health insurance is not required for temporary employees or students working part-time who are enrolled in a recognized educational institution.

The health insurance requirements shall apply to all employees directly involved with this City project including support and administrative personnel.

All complaints concerning violations of the health insurance requirements shall be filed, in writing, with the Public Works Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.

In the event of a finding of violation of the insurance provisions, the company in violation of the provision shall be barred from bidding on, or entering into, any Public Works contract with the City for a period of three (3) years from the execution of the contract.

All Consultants subject to the health insurance requirements shall post, in English and Spanish, notice of the health insurance requirements at their office and at the job site. Signs for posting will be provided by the City at the Pre-construction Conference for Contractors and sent with the executed contract for Consultants.

SECTION II - OWNERSHIP OF DOCUMENTS

All work products (electronically or manually generated) including but not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect all final drawings, and other related products which are prepared in the performance of this CONTRACT are the property of the CITY and are to be delivered to the CITY before the final payment is made to the CONSULTANT.

The CITY shall retain ownership of these original drawings, however, if approved in writing by the CITY, the CONSULTANT may retain the original drawings and supply the CITY with reproducible mylar copies. CONSULTANT shall endorse by his/her professional seal all plans and special provisions furnished by him/her.

In the event these documents are used for another project without further consultations with the CONSULTANT, the CITY agrees to indemnify and hold the CONSULTANT harmless from any claim arising from the reuse of the documents. The CITY shall remove the CONSULTANT'S seal and title block from such documents.

The CONSULTANT shall retain full copyrights of all documents produced by the CONSULTANT on behalf of City in connection with the Services of this CONTRACT, with exception of CITY rights to use drawings for reproduction and promotional purposes.

SECTION III - CONFLICT OF INTEREST

The CONSULTANT agrees to promptly disclose any financial or economic interest in the Project property, or any property affected by the Project, existing prior to the execution of this CONTRACT. Further, the CONSULTANT agrees to promptly disclose any financial or economic interest with the Project property, or any property affected by the Project, if the CONSULTANT gains such interest during the course of this CONTRACT.

If the CONSULTANT gains any financial or economic interest in the Project during the course of this CONTRACT, this may be grounds for terminating this CONTRACT at the sole discretion of the CITY.

The CONSULTANT shall not engage the services on this CONTRACT of any present or former CITY employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this CONTRACT.

The CONSULTANT agrees that it shall not perform services on this Project for the contractor, sub-contractor, or any supplier.

The CONSULTANT shall not negotiate, contract, or make any agreement with the contractor, sub-contractor, or any supplier with regard to any of the work under this Project, or any services, equipment or facilities to be used on this Project.

SECTION IV - COVENANT AGAINST CONTINGENT FEES

The CONSULTANT affirms that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT to solicit or secure this CONTRACT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the CONTRACT. For breach or violation of this clause, the CITY may terminate this CONTRACT without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

SECTION V - INDEMNIFICATION

To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the CITY, its agents, officers, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes or omissions in the work, services, or professional services of the CONSULTANT, its agents, employees, or any other person (not the CITY) for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services the CONSULTANT may be legally liable in the performance of this contract. CONSULTANT'S duty to defend, hold harmless and indemnify the CITY, its agents, officers, officials, and employees shall arise in connection with any claim for damage, loss, or expenses that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by CONSULTANT or any employee of the CONSULTANT, or any other person (not the CITY) for whose negligent acts, errors, mistakes, omissions, work, or services the CONSULTANT may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

SECTION VI - DISPUTE RESOLUTION

In the event of a dispute concerning questions of fact that arise during the course of the CONTRACT, the parties will meet in good faith to attempt to resolve such questions.

SECTION VII - ADDITIONAL SERVICES

Additional services which are outside the scope of basic services contained in this CONTRACT shall not be performed by the CONSULTANT without prior written authorization from the CITY. Additional services, when authorized by an executed contract or an Amendment to this CONTRACT shall be compensated for by a fee mutually agreed upon between the CITY and the CONSULTANT.

SECTION VIII - SUCCESSORS AND ASSIGNS

This CONTRACT shall not be assignable except at the written consent of the parties hereto and it shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

SECTION IX- SPECIAL PROVISIONS

The CONSULTANT shall comply with all applicable Federal, State, and local laws and ordinances at the time the plans are sealed, and will not discriminate against any person on the basis of race, color, or national origin in the performance of this CONTRACT, and shall comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354.

The CONSULTANT further agrees to insert the foregoing provisions in all sub-contracts hereunder, except sub-contracts for standard commercial supplies or raw materials. Any violation of such provisions shall constitute a material breach of this CONTRACT.

This CONTRACT shall be in full force and effect only when it has been approved by the City Council of the City of Tempe, Arizona, and when executed by the duly authorized CITY officials and the duly authorized agent of the CONSULTANT.



EXHIBIT A

Date: November 2, 2007

To: Kent Clayton
31 East Fifth Street
Tempe, AZ 85281
Ph: (480) 350-8398
Cell: (480) 250-5108
Fax: (480) 350-8591
Email: kent_clayton@tempe.gov

Subject: **PROPOSAL to provide Engineering Services for Tempe Bus Bays 2007 – SEI
Project No. 00000**

Dear Kent,

Sunrise Engineering, Inc. (SEI) is pleased to submit the following proposal to provide Professional Engineering Services for the above referenced project. SEI agrees, upon receipt of your acceptance to this agreement, to perform the following identified services in accordance with the terms and conditions contained herein.

Scope of Services

The Scope of Services for this project is broken down into 4 parts. They are Preliminary Design, Final Design, Post Design Services and Allowances for up to 9 Bus Bay Sites. The sites being considered for design are depicted in Attachment E. **Please verify these locations are correct.** The Scope of Work for each item is as follows:

PRELIMINARY DESIGN – For 9 Sites

1. **Field Topo.** SEI will perform a detailed field topo of the proposed site.
2. **Boundary Determination.** SEI will determine right of way and property boundaries in and around the site to determine the need for right of way take. Work includes a standard level of effort. Protracted research associated with this task is not included in the contract price and is covered by the project design contingency.
3. **Preparation of Basemap.** SEI will create a comprehensive basemap of the site including surface features, underground utilities and right of way. Existing easements will be shown if the information to locate them is readily available from online sources or the title report(s).
4. **Preliminary Sketch** to help determine if final design is suitable at this Site.
5. **Site Photos** on preliminary sketch for ease of evaluation purposes

CONSTRUCTION DOCUMENTS – For 6 Sites

1. **Cover Sheet.** SEI will use Tempe's standard cover sheet and edit for suitability for this project.



2. **General Notes Sheet.** 1 sheet. This sheet includes general notes, legend, abbreviations, sheet index.
3. **Bus Bay Plan Sheet.** 1 sheet for each Site. Plan sheet will be prepared at either 10 or 20 scale depending on the site and will include all layout improvements, grading, drainage, proposed new right of way and utility relocations.
4. **Civil Detail Sheet.** 2 sheets total. Sheets will include relevant standard details and all details unique and necessary to the site. Shelter details and landscape details will be included on the plans as provided by the City.
5. **Electrical Design and Details.** 1 sheet per Site with 2 detail sheets total.
6. **Deliverables:**
 - a. Intermediate submittals shall be by pdf and/or 11x17 plan sets
 - b. Final plans shall be on 24"x36" mylar. It is permissible to print 22"x34" titleblock/border on 24"x36" mylar.
 - c. CD of cad files and Word Document containing Special Provisions upon Final Approval by the City.

POST DESIGN SERVICES – For 6 Sites

1. Processing of Requests for Information
2. Review, approval, creation of shop drawings
3. Meetings during construction
4. Other tasks within reason as requested by the City
5. As-builts will be provided based on clean contractor field mark-ups. As-builts shall be hand mark-up of mylar originals.

ALLOWANCES – For 6 Sites

1. **Geotechnical Allowance.** The city may request a geotechnical investigation for some or all of the sites. A geotechnical allowance has been provided for this task.
2. **Right of Way Take Legal and Exhibit.** A legal description and exhibit will be provided to the City at those Sites where right of way is needed to construct the project.

Scope of Work Exclusions & Conditions

1. City shall provide Title Reports for all affected parcels
2. Fee assumes final design of pull-outs will be combined into one plan set.
3. Plans shall be prepared using references to MAG and Tempe Supplement to MAG 2007.
4. Well site design, relocations or abandonment are excluded.
5. Drainage Report, Geotechnical report, biological report are excluded.
6. Streetlight, traffic signal and traffic signal foundation plans are excluded.
7. Foundation design, Structural calculations and/or design for bridges, non-standard box culverts, walls or retaining walls are excluded.
8. Construction staking and engineer of record services are excluded.
9. Construction administration and inspection is excluded.



10. Landscape and landscape irrigation plans are excluded. However landscape details will be included on the plans as provided by the City.
11. Design or relocation plans for gas, electric, telephone or cable TV facilities shall be by others and is excluded.
12. Standard bus shelter details will be provided by the City

The scope of work for the engineering services to be performed as part of this contract has been summarized in the attached Cost Matrix, Cost Summary and Manhour Estimate shown in Attachments A thru C. Time and Material Phases and any further services requested in excess of those listed above will be performed at the rates and fees shown in the attached Attachment D.

If you have any questions regarding this proposal please contact our office at (480) 768-8600. We look forward to working with you.

Sincerely,
SUNRISE ENGINEERING, INC.

A handwritten signature in black ink, appearing to read "Joel A. Watson".

Joel A. Watson, P.E.
Principal / Project Manager



Attachment A – Cost Matrix

Bus Bay	Preliminary Design	Final Civil and Electrical Design	Post Design and As-builts	Allowances	
				General Geotechnical Allowance	Right-of-Way Exhibits and Legals
1	\$5,800	\$10,500	\$2,200		\$600
2	\$5,800	\$10,500	\$2,200		\$600
3	\$5,800	\$10,500	\$2,200		\$600
4	\$5,800	\$10,500	\$2,200		\$600
5	\$5,800	\$10,500	\$2,200		\$600
6	\$5,800	\$10,500	\$2,200		\$600
7	\$5,800				
8	\$5,800				
9	\$5,800				
Sub-totals	\$52,200	\$63,000	\$13,200	\$7,000	\$3,000
TOTALS	\$115,200		\$13,200	\$10,000	

The final costs are allocated as follows:

Attachment B – Cost Summary

1. Preliminary and Final Design	\$115,200	Lump Sum
2. Post Design Services	\$13,200	T&M NTE
3. Allowances	\$10,000	

TOTAL CONTRACT \$138,400

K.D.C.

ATTACHMENT C - Manhour Estimate

No.	Work Task Description	Principal Engineer	Engineer V	Engineer III	Engineer Intern (E.I.F.) II	Engineering Technician II	CAD Technician II	Administrative II	Survey Technician	Survey Crew Chief	One Man Survey Crew	Survey Project Manager	Chief of Survey	Direct Costs	(hours)	(\$)	
PRELIMINARY DESIGN (9 SITES)																	
1	Project Management		24								72	18			24	\$3,360	
2	Field Topo 100'x400' footprint (9 sites)			9								54			99	\$10,035	
3	Boundary Determination (9 sites)			9											63	\$6,831	
4	Basemapping, Photos, Utilities (9 sites)		9	36	18	180									243	\$20,862	
5	Preliminary Layouts incl City Meeting (9 sites)		27	36	45										108	\$11,115	
															TOTAL	\$52,200	
																LUMP SUM	
CONSTRUCTION DOCUMENTS (6 SITES)																	
6	Project Management		24												24	\$3,360	
7	Cover Sheet (1 sheets)			4		8									12	\$1,052	
8	General Notes, Legend, Sheet Index (2)			16		12									28	\$2,628	
9	Civil Plan Sheet (6)			216		144									360	\$34,056	
10	Civil Detail Sheets (2)			96		58									154	\$14,662	
11	Electrical Plans and Details (9) (subconsultant)															\$7,200	
															TOTAL	\$63,000	
																LUMP SUM	
POST DESIGN (6 SITES)																	
12	Support before and during construction		40	32											72	\$8,960	
13	As-built drawings		6	32											38	\$4,200	
															TOTAL	\$13,200	
																T&M NTE	
ALLOWANCES (6 SITES)																	
12	ROW Take Legals and Exhibits (6 @ \$500)														3000	\$3,000	
13	Geotech Allowance														7000	\$7,000	
															TOTAL	\$10,000	
																VARIES	
	Sub-total Hours/Miles/Days	0	130	486	18	447	0	0	0	0	72	72	0	\$17,200	1225	\$138,400	
	Hourly Billing Rate	\$165.00	\$140.00	\$105.00	\$89.00	\$79.00	\$65.00	\$49.00	\$58.00	\$99.00	\$99.00	\$109.00	\$130.00	\$0			
	Total Dollars	\$0	\$18,200	\$51,030	\$1,602	\$35,313	\$0	\$0	\$0	\$0	\$7,128	\$7,848	\$0	\$17,200	SUBTOTAL	\$138,400	
																GRAND TOTAL	\$138,400



Attachment D – Fee Schedule

SUNRISE ENGINEERING, INC.

Phoenix-Metro Office

2007 Fee Schedule

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

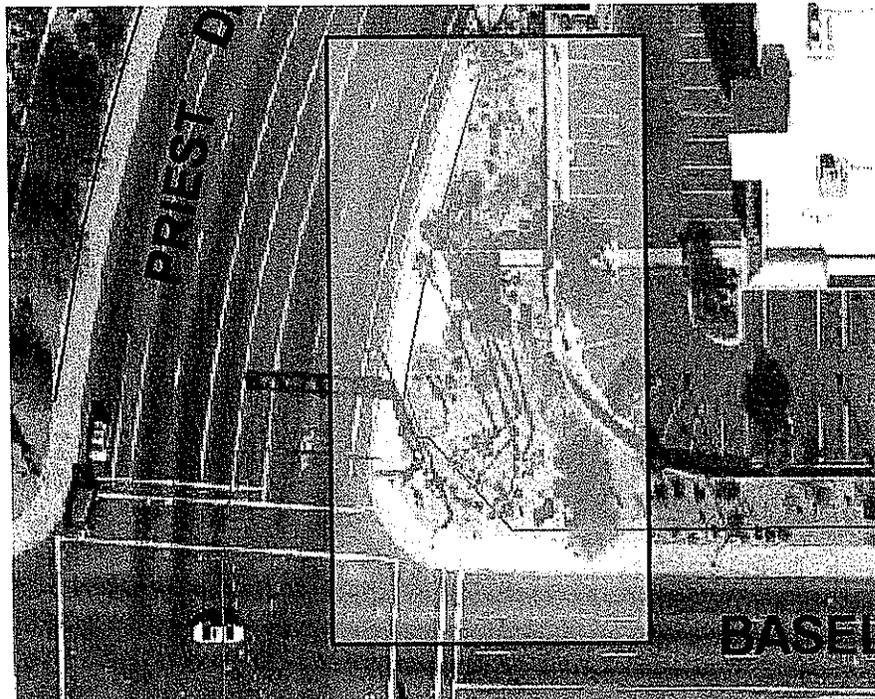
Attachment E – Site Locations

Site 1



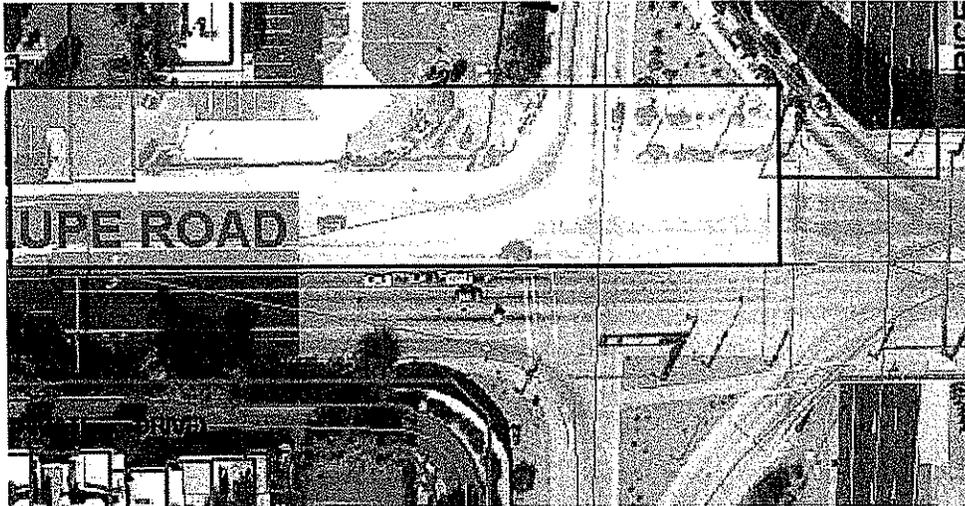
SE Corner University and Priest

Site 2



NE Corner Baseline and Priest

Site 3



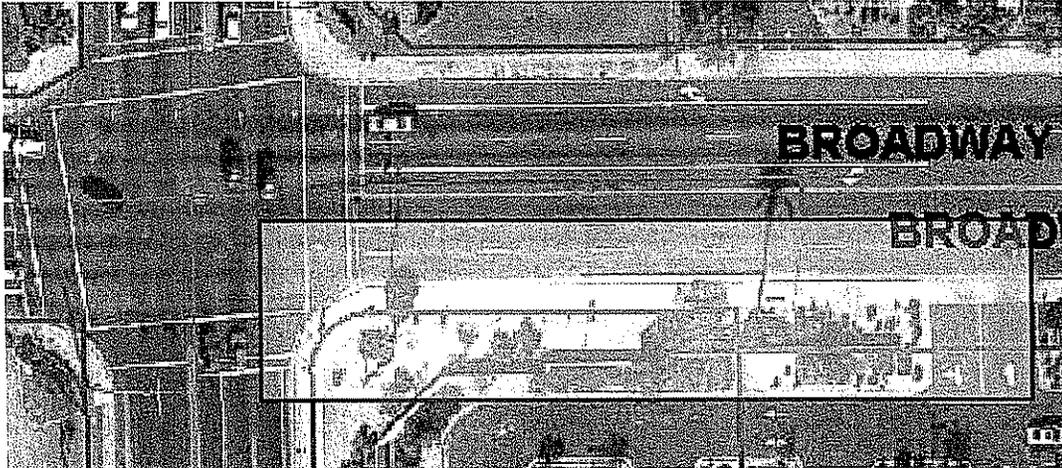
NW Corner Guadalupe and Price (take)

Site 4



SE Corner Baseline and 48th St (take)

Site 5



SE Corner Broadway and Mill (take)

Site 6



NE Corner South 48th Street and University (East of 143)

Site 7

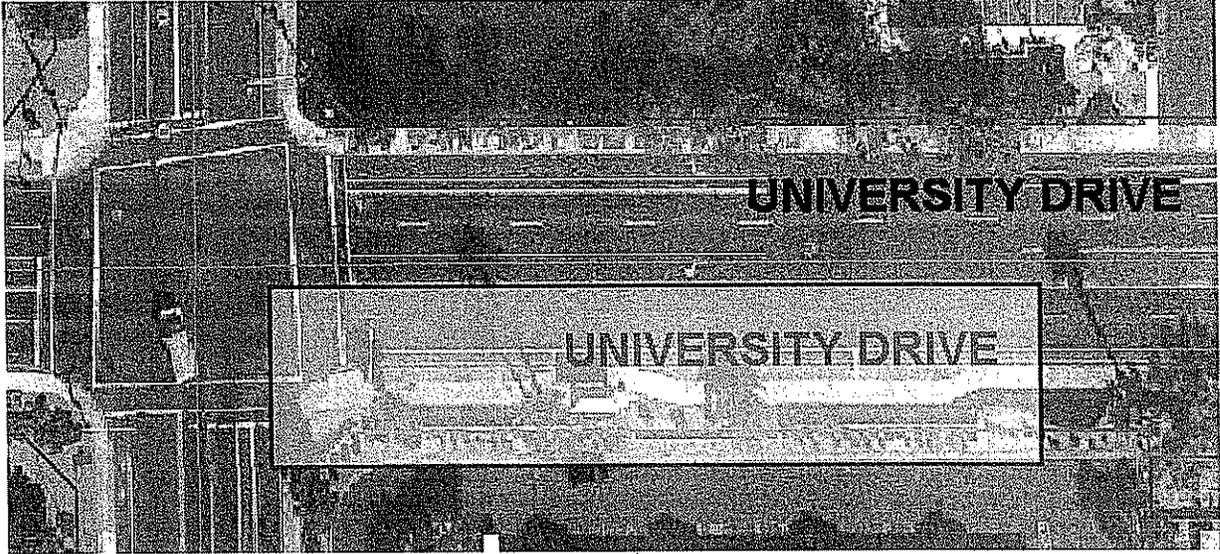


SE Corner South 48th St and University (East of 143)

Site 8



NW Corner South 52nd St and University



SE Corner South 52nd St and University