



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA12-046**

1. Agenda Item Number:
35
2. Council Meeting Date:
May 24, 2012

TO: MAYOR & COUNCIL

3. Date Prepared: April 25, 2011

THROUGH: CITY MANAGER

4. Requesting Department: City Manager

5. SUBJECT: Award a Professional Services Contract to Taylor Rymar Corporation for Transportation and Development HVAC Upgrades, Project No. BF1203-201, in an amount not to exceed \$42,150.00

6. RECOMMENDATION: Staff recommends that Council award a Professional Services Contract to Taylor Rymar Corporation for Transportation and Development HVAC Upgrades, Project No. BF1203-201, in an amount not to exceed \$42,150.00

7. BACKGROUND/DISCUSSION: In the year 2000 the old Public Works Administration building and Police Station were joined together into one building which is currently called the Transportation and Development building. The original construction for both buildings occurred in the early 1970's. The original HVAC equipment still exists and has reached the end of its life cycle. This contract will provide construction drawings to replace the old air handling units, duct work and fire dampers and replacement of the hot water boilers. The design will improve the efficiency and air quality of the building.

8. EVALUATION: Taylor Rymar Corporation was selected as the consultant for the Transportation and Development HVAC Upgrades in accordance with established City policies and procedures. Staff has reviewed the scope of work, billing rates, and total fee for this contract and found them to be fair and consistent with historical costs for similar work.

9. FINANCIAL IMPLICATIONS:

Cost: \$42,150.00
Savings: N/A
Long Term Costs: N/A
Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
401.4580.0000.6611.12C628	General Government	Existing City Bldg Renovations	Yes	\$42,150.00

10. PROPOSED MOTION: Move that Council award a Professional Services Contract to Taylor Rymar Corporation for Transportation and Development HVAC Upgrades, Project No. BF1203-201, in an amount not to exceed \$42,150.00

ATTACHMENTS: Location Map and Contract

APPROVALS

11. Requesting Department



Kris Kircher, Facilities Maintenance Manager

13. Department Head



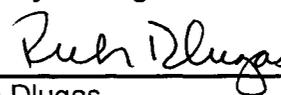
Pat McDermott, Assistant City Manager

12. City Engineer



Sheina Hughes, City Engineer

14. City Manager



Rich Dlugas

CONSULTANT SERVICES CONTRACT

PROJECT TITLE: **Transportation & Development HVAC Upgrades**
PROJECT NO: **BF1203-201**

This contract is made and entered into by and between the City of Chandler, Arizona, a municipal Corporation, hereinafter called the CITY, and Taylor Rymar Corporation, incorporated in the state of Arizona, hereinafter called CONSULTANT.

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

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

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

1. DESCRIPTION OF PROJECT

This project, Transportation & Development HVAC Upgrades, BF1203-201, 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. CONSULTANT is the Project Designer as defined in said General Conditions.

3. SCOPE OF WORK

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

4. PAYMENT SCHEDULE

For services described in paragraph 3 of this Agreement, the CITY shall pay CONSULTANT a fee based on the fee schedule attached hereto and made a part hereof by reference Exhibit B not to exceed the sum **Forty Two Thousand One Hundred Fifty dollars (\$42,150)**. Payment will be made monthly on the basis of progress reports. An Application and Certification for Payment Sheet must be provided. In addition, the following must also be included: a clear, detailed invoice reflecting items being billed for, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates will be included in the monthly progress payment requests.

5. PERIOD OF SERVICE

CONSULTANT shall complete all services described in paragraph 3 within **Sixty (60)** calendar days after "Notice to Proceed" is issued by the CITY. In the event delays are experienced beyond the control of CONSULTANT, the completion date may be extended as mutually agreed upon by CITY and CONSULTANT.

6. OPINIONS OF PROBABLE COSTS (ESTIMATES)

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

7. APPROVALS

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

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

8. REPORTING

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

9. STANDARDS OF PERFORMANCE:

A. This design contract has been awarded to CONSULTANT based on their proposal that those personnel and consultants listed in Exhibit A attached hereto will perform the portions of the work listed on said Exhibit A. CONSULTANT shall not deviate nor substitute any of these team members without prior written approval by CITY.

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

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

10. INDEMNIFICATION

(a) For Professional Liability:

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

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

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

(c) Consequential Damages:

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

(d) Insurance does not limit liability:

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

11. INSURANCE REQUIREMENTS:

A CONSULTANT, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of A-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 CONSULTANT may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONSULTANT.
- E All insurance policies, except Workers' Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- F CONSULTANT's insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONSULTANT's acts, errors, mistakes, omissions, work or service.
- H The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONSULTANT. CONSULTANT shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONSULTANT to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/designee.
- I All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
- J Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONSULTANT with reasonable promptness in accordance with the CONSULTANT's information and belief.
- K In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONSULTANT until such time as the CONSULTANT shall furnish such additional security covering such claims as may be determined by the CITY.

11.2 Proof of Insurance - Certificates of Insurance

- A Prior to commencing work or services under this Agreement, CONSULTANT shall furnish to CITY Certificates of Insurance, issued by CONSULTANT's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.

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

11.3 Required Coverage

Such insurance shall protect CONSULTANT from claims set forth below which may arise out of or result from the operations of CONSULTANT under this Contract and for which CONSULTANT may be legally liable, whether such operations be by the CONSULTANT or by a Sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.

- A Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- B Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- C Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- D Claims for damages insured by usual personal injury liability coverage;
- E Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- F Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "1" "any auto" policy form CA00011293 or equivalent thereof.
- G Claims for bodily injury or property damage arising out of completed operations;
- H Claims involving contractual liability insurance applicable to the Contractor's obligations under the Indemnification Agreement;
- I Claims for injury or damages in connection with one's professional services;
- J Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

11.3.1 Commercial General Liability - Minimum Coverage Limits:

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

11.3.2 General Liability - Minimum Coverage Limits

The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined shall be written for not less than \$1,000,000 or 10% of the contract cost and with a \$2,000,000 aggregate.

11.3.3 Automobile Liability

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

11.3.4 Worker's Compensation and Employer's Liability

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

11.3.5 Professional Liability

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

12. AMENDMENTS

Whenever a change in the scope of work contemplated in this Contract is determined to be necessary, the work will be performed in accordance with the Contract provided, however, that BEFORE such work is started, a Contract Amendment shall be executed by the CITY and CONSULTANT. Additions to, modifications of, or deletions from the project provided herein may be made and the compensation to be paid to CONSULTANT may be adjusted accordingly by mutual agreement of the contracting parties. It is agreed that no claim for extra work by CONSULTANT will be allowed by the CITY except as provided herein, nor shall CONSULTANT do any work not covered by this Contract unless such work is authorized through an executed amendment.

13. TERMINATION WITHOUT CAUSE

CITY may at any time and for any or no reason, at its convenience, terminate this contract or any part of the services to be rendered pursuant thereto by written notice to CONSULTANT specifying the termination date. Immediately after receiving such notice, CONSULTANT shall discontinue advancing the work under this Contract and shall deliver to the CITY all drawings, notes, calculations, sketches and other materials entirely or partially completed, together with all unused materials supplied by the CITY.

CONSULTANT shall receive as compensation in full for services performed to date of such termination, a fee for the percentage of work actually completed. This fee shall be a percentage of CONSULTANT(S) fee described in this Contract under paragraph 3 and shall be in the amount to be agreed mutually by CONSULTANT and the CITY. The CITY shall make this final payment within sixty (60) days after CONSULTANT has delivered the last of the partially completed items.

14. TERMINATION WITH CAUSE

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

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

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

15. OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, tracings, drawings, original mylars, estimates, field notes, investigations, design analysis and studies which are prepared in the performance of this Contract are to be, and remain the property of, the CITY. CONSULTANT shall furnish the CITY, upon its request, originals or reproducible of technical specifications and copies of all other documents listed above. CONSULTANT shall endorse, by his professional seal, all plans and engineering data furnished by him.

16. RE- USE OF DOCUMENTS

The parties agree the documents, drawings, specifications and designs, although the property of CITY, are prepared for this specific project and are not intended nor represented by CONSULTANT to be suitable for re-use for any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CITY'S sole risk and without liability or legal exposure to CONSULTANT.

17. NO KICK-BACK CERTIFICATION

CONSULTANT warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that

no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the CONSULTANTING firm.

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

18. CONFLICT OF INTEREST

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

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

19. ALTERNATE DISPUTE RESOLUTION

19.1 Alternative Dispute Resolution. The parties hereby agree that there shall be a sixty (60) day moratorium on litigation commencing on the day that a claim is filed by CONTRACTOR pursuant to A.R.S. § 12-821.01 during which time the parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.

19.2 Arizona Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

19.3 Jurisdiction and Venue. The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

19.4 Fees and Costs. Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

20. CONTROLLING LAW

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

21. REQUIRED COMPLIANCE WITH ARIZONA PROCUREMENT LAW

Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the CONSULTANT hereby warrants to the City that the CONSULTANT 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 "CONSULTANT Immigration Warranty").

A breach of the CONSULTANT Immigration Warranty (Exhibit C) 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 CONSULTANT or Subcontractor employee who works on this Contract to ensure that the CONSULTANT or Subcontractor is complying with the CONSULTANT Immigration Warranty. The CONSULTANT 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 CONSULTANT and any Subcontractors to ensure compliance with CONSULTANTs Immigration Warranty. The CONSULTANT agrees to assist the City in performing any such random verifications.

The provisions of this Article must be included in any contract the CONSULTANT 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 CONSULTANT 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 CONSULTANT hereby certifies that the offeror does not have scrutinized business operations in Iran.

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

22. NO ASSIGNMENT

CONSULTANT shall not assign, transfer, convey or subcontract this contract or the services to be rendered pursuant thereto without the prior written consent of CITY.

23. NOTICES

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

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this _____ day of _____ 2012.

CITY OF CHANDLER

MAYOR Date

CONSULTANT:
By: _____
Title: PRINCIPAL

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

ADDRESS FOR NOTICE
Taylor Rymar Corporation
60 E. Rio Salado Pkwy., Ste. 1010
Tempe, AZ 85281
Phone: 480-951-0517 ext. 12
Fax: 480-921-2353

ATTEST:

City Clerk

ATTEST: If Corporation

Secretary

APPROVED AS TO FORM:

City Attorney by: [Signature] SEAL

EXHIBIT A SCOPE OF WORK

CONSULTANT shall perform professional services consisting of site investigation, review of existing as-built and other building documents, prepare schematic and construction design documents, and construction cost estimate, and assistance during bidding and construction associated with Heating, Ventilation, and Air Conditioning (HVAC) upgrades of the Transportation and Development Building located at 215 East Buffalo Street, Chandler Arizona and as specified in more detail below:

1. Attend (3) design meetings to review design criteria and resolve review comments.
2. Provide (1) site visit to determine existing conditions.
3. Perform evaluation of the existing HVAC System and provide one (1) copy of the technical report.
4. Prepare and provide Preliminary and Construction technical specifications in standard format, as necessary or applicable, and in accordance with City, County, State, and Federal requirements
5. Prepare Schematic and Construction Mechanical, Electrical and Plumbing plans necessary for improvements to HVAC system and in conformance with current City, County, State, and Federal requirements. Design and Drafting of Electrical Construction Drawings shall include: Single Line Diagram(s), Panel Schedules, Power Floor Plans, and Load Calculations. Design and Drafting of Mechanical Construction Drawings shall include: HVAC Floor Plans, Details, and Schedules. Provide four (4) copies and electronic AutoCAD and PDF reproducible copy and one Mylar cover sheet of permit approved plans.
6. Prepare and provide preliminary and construction Opinion of Probable Construction Costs and valuation costs associated with obtaining any necessary permits.
7. Assist in response to pre-bid questions during bidding submitted by bidders.
8. Respond to RFIs submitted by Contractor.
9. Perform (1) review and response of shop drawings submitted by Contractor.
10. Perform walk thru and verify work substantial completion and final completion with Contractor and City.
11. Prepare signed and sealed Mylar As-built/Record Drawings from Contractor's redlines.

Clarifications and Exclusions:

1. City shall make available all available as-builts and documentation including architectural, mechanical, electrical, and plumbing plans at no cost to CONSULTANT.
2. Design does not include voice, data, video, sound, or security systems cabling or equipment design.
3. Design does not include fire protection, plumbing and process piping design.
4. Design does not include branch electrical circuit tracing.
5. Allowances included for Construction Administration, Electrical Load Reading, and Direct Reimburses.

**EXHIBIT B
FEE SCHEDULE**

TASK/LABOR RATES	Principal		Sr. Project Eng.		Sr. Designer		Sr. CADD Tech.		Admin. Support		TOTALS	
	Hrs	\$170.00	Hrs	\$150.00	Hrs	\$110.00	Hrs	\$75.00	Hrs	\$65.00	Hrs	Dollars
Technical Report												
Field Investigations			4	\$600.00	4	\$440.00					8.0	\$1,040
Meetings	2	\$340.00									2.0	\$340
Engineering	2	\$340.00	6	\$900.00	7	\$770.00					15.0	\$2,010
Technical Report	2	\$340.00	2	\$300.00	2	\$220.00					6.0	\$860
Opinion of Probable Cost			2	\$300.00	2	\$220.00					4.0	\$520
Plans							12	\$900.00	2	\$130.00	14.0	\$1,030
Total Technical Report	6	\$1,020.00	14.0	\$2,100.00	15.0	\$1,650.00	12.0	\$900.00	2.0	\$130.00	49.0	\$5,800
Mechanical Engineering												
Field Investigations												
Meetings	8	\$1,360.00			8	\$880.00					16	\$2,240
Create Electronic Backgrounds							20	\$1,500.00			20	\$1,500
Engineering	2	\$340.00			30	\$3,300.00					32	\$3,640
Plans					60	\$6,600.00	30	\$2,250.00	1	\$65.00	91	\$8,915
Plan Review - Addendum					4	\$440.00	4	\$300.00	1	\$65.00	9	\$805
QC	6	\$1,020.00									6	\$1,020
Total Mechanical Engineering	16	\$2,720.00			102	\$11,220.00	54	\$4,050.00	2	\$130.00	174	\$18,120
Electrical Engineering												
Field Investigations					8	\$880.00					8	\$880
Meetings					4	\$440.00					4	\$440
Pans					60	\$6,600.00					60	\$6,600
Plan Review - Addendum					4	\$440.00					4	\$440
QC	6	\$1,020.00									6	\$1,020
Total Electrical Engineering	6	\$1,020.00			76	\$8,360.00					82	\$9,380
Construction Admin Allowance												
Shop Drawing Review	2	\$340.00			8	\$880.00			2	\$130.00	12.0	\$1,350
RFI's	4	\$680.00			12	\$1,320.00					16.0	\$2,000
Construction Site Visits					4	\$440.00					4.0	\$440
Construction Site Observ Reports					4	\$440.00			1	\$65.00	5.0	\$505
Review of O&M's												
As-Built Documents					4	\$440.00	6	\$450.00	1	\$65.00	11.0	\$955
Total Constr Admin Allowance	6	\$1,020.00			32	\$3,520.00	6	\$450.00	4	\$260.00	48.0	\$5,250
Electrical Load Reading Allowance												\$1,800
Direct Reimbursable Allowance												\$1,800
Project Total	34	\$5,780.00	14	\$2,100.00	225	\$24,750.00	72	\$5,400.00	8	\$520.00	353	\$42,150

EXHIBIT C

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

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the CONSULTANT 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 CONSULTANT shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Project Number/Division: BF1203-201
Name (as listed in the contract): Taylor Rymar Corporation
Street Name and Number: 60 E. Rio Salado Pkwy., Ste. 1010
City: Tempe, State: AZ Zip Code: 85281

I hereby attest that:

1. The CONSULTANT 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 CONSULTANT has identified all CONSULTANT 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 CONSULTANT (Employer) or Authorized Designee:



Printed Name: MARIO TORREGROSSA

Title: PRINCIPAL

Date (month/day/year): 5-8-12

Reclassification Costing

Industrial Insurance Values

Streets - 3.06	Wastewater - 1.03	Mechanical Maint. - 0.86	Building & Grounds - 1.39	Sanitation - 1.03
Airport - 1.23	Firefighters - 1.17	Admin/Clerical/Other - 0.37	Recreation - 0.37	Building Inspectors -0.53
Water - 0.99	Police Officers - 1.45	Attorneys - 0.37	Parks/Housing Maint - 0.90	

Name	Pos #	Grade	Rate	Annual Salary	Merit/ TopO	New Annual	Other Pay	S/T Disability	Retire ment	FICA	Medical/De ntal	Indust Ins	Life Ins	RHS	Total
Custodian - Vacant	158	L10	14.97	31,138	-	31,138	-	0.001 31	0.115 3,841	0.0765 2,382	1.39 13,812	433	78	390	52,104

Admin Specialist - Proposed
20 hrs/wk RPT

N/A	A15	16.25	16,900	-	16,900	-	17	2,204	1,293	13,812	235	78	390	34,928
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Cost of Reclass to 0.5 FTE Admin Spclst (17,176)

Executive Asst - Proposed
20 hrs/wk RPT

Name	Pos #	Grade	Rate	Annual Salary	Merit/ TopO	New Annual	Other Pay	S/T Disability	Retire ment	FICA	Medical/De ntal	Indust Ins	Life Ins	RHS	Total
N/A	17N	17.91	18,626	-	18,626	-	19	2,402	1,425	13,812	259	78	390	37,011	

Cost of Reclass to 0.5 FTE Executive Asst (15,094)