



Chandler - Arizona
Where Values Make The Difference

**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CS13-073**

1. Agenda Item Number:

27

2. Council Meeting Date:
January 24, 2013

TO: **MAYOR & COUNCIL**

3. Date Prepared: December 24, 2012

THROUGH: **CITY MANAGER**

4. Requesting Department: Community Services

5. **SUBJECT:** Veterans Memorial Design Services Contract Award

6. **RECOMMENDATION:** Staff recommends that Council award a design services contract to Olsson Associates for the Veterans' Memorial, Project No. PR1307-201, in an amount not to exceed \$129,081.00 and approve a General Fund contingency appropriation transfer of \$129,081.00 to this project.

7. **BACKGROUND/DISCUSSION:** The Veterans Memorial Fundraising Campaign has completed its second phase and is preparing to move into the donor cultivation and solicitation stage. One of the solicitation strategies is to look for the donation of construction related materials or services to maintain the integrity of the project's budget. To do so it is necessary to convert the memorial's concept drawings into construction documents.

Olsson Associates has been involved in the preliminary stakeholder meetings with veterans and developed the concept from that input. Their familiarity with the concept and the stakeholders is a key component in maintaining continuity between the concept and design document development. Olsson Associates' design proposal includes a 24.6% discount of normal design costs.

8. **EVALUATION:** The hiring of the consultant was conducted in accordance with established state law and city policies. Olsson Associates' proposal for design services has been evaluated by city staff and is being recommended based on their professional qualifications, familiarity with the project and discounted fees.

9. **FINANCIAL IMPLICATIONS:** Funds for this project will come from grant funding from the Gila River Indian Community (GRIC), however no appropriation was budgeted in FY 2012-13. A General Fund contingency appropriation transfer (101.1290.5911) will be required to appropriate spending authority of the GRIC grant for the Veteran's Memorial project design (417.4580.5219.6PR633) in the amount of \$129,081.00.

10. **PROPOSED MOTION:** Move that Council award a design services contract to Olsson Associates for the Veterans' Memorial, Project No. PR1307-201, in an amount not to exceed \$129,081.00 and authorize the Mayor to sign the contract documents and approve a General Fund contingency appropriation transfer of \$129,081.00 to this project.

ATTACHMENTS: N/A

APPROVALS

11. Requesting Department

Mickey Ohland, Park Development & Operations Manager

13. Department Head

Mark M. Eynatten, Community Services Director

12. Transportation and Development

Bob Fortier, Capital Projects Manager

14. City Manager

Rich Dlugos

**CONSTRUCTION MANAGER AT RISK
DESIGN CONSULTANT CONTRACT**

PROJECT TITLE: **Veteran's Memorial**
PROJECT NO: **PR1307-201**

This Agreement is made and entered into by and between the City of Chandler, Arizona, a municipal Corporation, hereinafter called the City, and Olsson Associates, Inc., Nebraska in Arizona, hereinafter referred to as the Design Consultant.

WHEREAS, Design Consultant represents it 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; and

WHEREAS, the Parties intend to have this Project designed and constructed using a Construction Manager at Risk method with Design Consultant being a part of the Project Team; and

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. **DEFINITIONS:** In this Agreement, unless a different meaning clearly appears from the context:

1.1. Use of the term "**Project**" hereinafter shall mean the Veterans Memorial to provide an educational experience about military veterans and a reflection space for individuals and groups of various sizes through a feeling of safety and privacy from the surrounding land uses and roadways. It will occupy some portion of Veterans Oasis Park located at 4050 E Chandler Heights Road, Chandler, Arizona.

1.2. The term "**City Project Manager**" shall mean the person identified in Section 7.16.

1.3. The term "**Party**" shall mean the City or the Design Consultant as detailed in introductory paragraph above. The term "**Parties**" shall mean the City and Design Consultant, collectively.

2. **PROJECT TEAM:**

2.1. Design Consultant shall be a part of, and participate as, a team member along with the City and later-retained Construction Manager at Risk (CM@Risk) and shall communicate and share all information concerning the design as part of the Project Team.

2.2. To provide the professional services required by this Agreement, Design Consultant shall act under the authority and approval of City Project Manager, who shall issue the Notices to Proceed for each Task outlined in Exhibit A, oversee the execution of this Agreement, assist the Design Consultant with any necessary information, audit billings, and approve payments. The Design Consultant shall channel reports and special requests through the City Project Manager.

3. **SCOPE OF SERVICES:**

3.1. **Services.** Design Consultant shall provide services for the design, permitting, and development of construction documents, for the development of the Project all as more specifically described in Exhibit A attached hereto and incorporated herein by reference. Design Consultant shall provide all design services for the Project including, but not limited to, normal landscape, civil, mechanical and electrical engineering services.

3.2. Timing for Notices to Proceed. Following receipt of "Notice to Proceed" for each Task outlined in Exhibit A, Design Consultant shall complete the tasks described in the Notice to Proceed within the time period designated in the Notice to Proceed. Other than Task 1, The City Project Manager shall issue Notices to Proceed for Tasks outlined in Exhibits A and B in coordination with the tasks to be performed by the yet-to-be-retained CM@Risk.

3.3. Fees. For services described in Exhibits A and B of this Agreement, the City shall pay Design Consultant a fee not to exceed the sum outlined for each Task and in the aggregate for completion of all Services, One Hundred Twenty Nine Thousand, Eighty One dollars (\$129,081) at the rates shown in and in accordance with the Fee Schedule attached hereto as Exhibit B and incorporated herein by this reference. Payment will be made upon completion of each of the Tasks specified in Exhibits A and B on the basis of progress reports corresponding with the rates and charges listed on Exhibit B and showing the number of hours or other support to determine the fee earned to that date. 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, reimbursables; 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.

3.4. Opinions of Probable Costs. The Design Consultant is responsible for advising and consulting with the City and CM@Risk on cost. Design Consultant is not responsible for providing for formal estimates as this will be a task for the CM@Risk.

4. REPORTS & APPROVALS: All work shall be subject to the approval by CITY Design Consultant and each phase of the work. Design Consultant will be submitted to City in accordance with schedule included in Exhibit A and in the format prescribed by City.

5. STANDARD OF PERFORMANCE

5.1. Design Consultant shall be responsible for the completeness and accuracy of its work prepared or compiled under Design Consultant obligation for this project and shall correct, at its 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 Design Consultant engineering drawings and specifications shall be accomplished by the Design Consultant. The cost of the design necessary to correct those errors attributable to the Design Consultant and any damage incurred by the City as a result of additional construction costs caused by such engineering and/or architectural errors shall be chargeable to the Design Consultant. The fact that the City has reviewed or approved the Design Consultant's work shall in no way relieve the Design Consultant of any of its responsibilities.

5.2. 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 Agreement 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. The Design Consultant is responsible, along with his designers, for attesting to the design correctness and scaling the design documents.

6. INDEMNIFICATION: To the fullest extent permitted by law, Design Consultant, its successors, assigns and guarantors, shall indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses

(including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused by Design Consultant, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of Design Consultant's and subcontractor's employees.

7. GENERAL PROVISIONS:

7.1. Insurance Requirements. Design Consultant shall provide and maintain the insurance as set forth in Exhibit C, attached hereto and made a part hereof by reference.

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

7.3. 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.

7.4. Attorney Fees & Costs. In the event it becomes necessary for a party to this Agreement to employ legal counsel or to bring an action at law or other proceedings to enforce any of the terms, covenants or conditions of this Agreement, the non-prevailing party will pay the other party's reasonable expenses, including, but not limited to, expert witness fees, court costs, litigation and appeal expenses, and reasonable attorney fees incurred because of the breach.

7.5. Amendments. Whenever a change in the Scope of Services contemplated in this Agreement is determined to be necessary, the work will be performed in accordance with this Agreement provided that, however, 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.

7.6. Default and Remedies.

7.6.1. Failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other party ("Cure Period"), shall constitute a default under this Agreement, Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the Cure Period, the non-defaulting party shall have all rights and remedies provided for explicitly under this Agreement, and otherwise as permitted by law or equity except where such rights are restricted by this Agreement.

7.6.2. All remedies available to either party for one or more breaches by the other party are and shall be deemed cumulative and may be exercised separately or concurrently without waiver of any other remedies.

7.6.3. The Parties shall endeavor to resolve any dispute or misunderstanding that may arise under this Agreement concerning Design Consultant's performance or City's obligations between Design Consultant's representative and the City Project Manager. Either party may discontinue such discussions and may then pursue other means to resolve such disputes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the Agreement for cause or convenience.

7.7. Termination.

7.7.1. *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.

7.7.2. *City's Ability to Terminate for Cause.* The City's right to terminate 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. This Agreement may be terminated by City for cause should the Design Consultant fail to comply with any provision of this Agreement, including without limitation, for any of the following reasons:

7.7.2.1. Design Consultant abandons Work;

7.7.2.2. 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);

7.7.2.3. 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;

7.7.2.4. 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; or

7.7.2.5. Design Consultant fails to comply with any applicable Laws and fails to remedy such nonperformance within seven (7) days after its occurrence; Design Consultant fails to achieve the required dates for performance required pursuant to the Agreement.

7.7.3. *Design Consultant's Ability to Terminate for Cause.* The Design Consultant's right to terminate for cause shall be in addition to, and not a limitation of, any and all other remedies available to the Design Consultant at law, in equity, or under the terms and provisions of this Agreement.

7.8. Ownership of Documents.

7.8.1. During the term of this Agreement and after termination, all documents, including, but not limited to, preliminary designs, tracings, drawings, original mylars, estimates, field notes, investigations, design analysis, communications (e-mail, minutes, telephone, memos, etc.) 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.

7.8.2. 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.

7.9. No Kick-Back Certification.

7.9.1. 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.

7.9.2. 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.

7.10. Conflict Of Interest.

7.10.1. 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.

7.10.2. Pursuant to A.R.S. Section 38-511, the City may cancel this Agreement 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 this Agreement on behalf of the 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.

7.11. Limitations on Procurement under Arizona Law.

7.11.1. Arizona's Requirement for Warranty of Immigration Status.

7.11.1.1. Pursuant to the provisions of A.R.S. § 41-4401, Design Consultant hereby warrants to the City that Design 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, including the Federal Immigration and Nationality Act ("FINA"), and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Immigration Warranty").

7.11.1.2. A breach of the Immigration Warranty shall constitute a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement.

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

7.11.1.4. The City may, at its sole discretion, conduct random verifications of the employment records of Design Consultant and any Subcontractors to ensure compliance with Design Consultant's Immigration Warranty. Design Consultant agrees to assist the City in performing any such random verification.

7.11.1.5. The provisions of this Article must be included in any contract Design Consultant enters into with any and all of its Subcontractors who provide services under this Agreement 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.

7.11.2. Scrutinized Business Operations.

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

7.11.2.2. In accordance with A.R.S. §35-391.06 Design Consultant hereby certifies that Design Consultant does not have scrutinized business operations in Sudan.

7.12. 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.

7.13. Partial Invalidity. If any provision of the Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

7.14. Entire Agreement. This Agreement and all exhibits, or otherwise specifically incorporated materials shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Parties by any of their employees or agents shall be deemed to bind the parties hereto with respect to the subject matter hereof. The Parties acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

7.15. Waiver of Rights. Except as otherwise specifically provided in the Agreement, no action or failure to act by the City, the Design Consultant or CM@Risk shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder.

7.16. Notices. Any notice required under this Agreement shall be in writing, addressed to the appropriate Party at its address set forth below and delivered personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt or three calendar days after posting with United States Postal Service or the commercial courier service.

CITY PROJECT MANAGER
Community Services Department
Attn: Mickey Ohland, Park Development and
Operations Manager
P.O. Box 4008, Mail Stop 500
Chandler, AZ 85244-4008

DESIGN CONSULTANT
Olsson Associates, Inc.
Attn: Jeff Kratzke
7250 North 16th Street
Phoenix, AZ 85020

7.17. Independent Contractor. City engages Design Consultant under this Agreement solely as an independent contractor to perform Design Consultant's duties that are described in this Agreement. City and Design Consultant expressly acknowledge and agree that Design Consultant is the independent contractor of City and nothing contained in this Agreement or which otherwise exists shall be construed by City, Design Consultant or any third person or entity to create a relationship of joint venturers, partners, or employer and employee.

7.18. Indemnifications Survive. The provisions of this Agreement wherein a Party has explicitly indemnified, made warranty or representations to the other Party shall survive the delivery of the Software, the payment of the purchase price, and expiration or earlier termination of this Agreement.

7.19. Interpretation.

7.19.1. Headings. The descriptive headings preceding Sections and their subparts are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such subparts of the Agreement. The division of this Agreement into subparts shall not affect the interpretation of this Agreement. When used herein, the terms "include" or "including" shall mean without limitation by reason of the enumeration. The term "person" shall include an individual, corporation, partnership, trust, estate, or any other duly formed entity. If this Agreement uses the term "day," it shall mean calendar day unless otherwise specified or modified. If the last day of any time period stated herein should fall on a Saturday, Sunday, or legal holiday as declared by the City of Chandler, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Arizona. The use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such persons or circumstances as the context otherwise permits. If a cross-reference within any Agreement provision cites a particular article, section or subsection number of this Agreement, it shall be a reference to the specifically referred article, section or subsection and its subparts only.

7.19.2. Resolution of Conflicting Parts of Agreement. If a conflict exists between the body of this Agreement and the attached exhibits, the main body of the Agreement takes priority over the terms of any of the exhibits. A conflict among other specifically incorporated exhibits shall be resolved by the more specific incorporated material on that particular subject over the more general incorporated exhibits that may mention the particular subject.

7.19.3. Negotiated Agreement. The Parties acknowledge that this is a negotiated Agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any Party on the basis of such Party's draftsmanship of this Agreement. Each Party further acknowledges that it has read this Agreement, understands it, and shall be bound by it.

7.20. Authority. Each Party represents that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. Each Party further acknowledges that it has read this Agreement, understands it, and shall be bound by it.

IN WITNESS WHEREOF, the Parties have executed this Agreement by signing their names on the day and year set forth below.

CITY

CITY OF CHANDLER, an Arizona
municipal corporation

BY: _____

(typed name)

(typed title)

DATE: _____, 2013

DESIGN CONSULTANT

OLSSON ASSOCIATES, a Nebraska
corporation

BY: _____

(typed name) Jeffrey Kratzke

(typed title) Vice President

DATE: 1-16, 2013

ATTEST:

City Clerk

APPROVED AS TO FORM:

Kay Bigelow, Assistant City Attorney (*KB*)

EXHIBIT A

DESIGN CONSULTANT SCOPE OF SERVICES

Task 1.0 Pre-Design

1.1 - Project Kickoff Meeting

Design Consultant shall facilitate a project kickoff meeting with City of Chandler Staff, and City Project Manager to identify the key project stakeholders, discuss the design intent and project budget. Key deliverable dates will be established and confirmed for each phase of the project and Design Consultant will produce a Design Project Schedule in MS Project format identifying project milestones.

1.2 - Cabinet Meeting #1

Design Consultant will facilitate a meeting with key project stakeholders, identified by City Staff, to discuss proposed materials and finishes.

1.3 - Topographic Survey

Design Consultant will survey the existing conditions to supplement any existing topographic survey base information provided by the City. This will include existing buildings, parking lots, light standards, curb/gutter, edge of pavement, plant material and any visible utility features (valves, cabinets, etc) and utilize known vertical data. Design Consultant will establish elevations in the Project Area (Site) to create contours or spot elevations. The elevations established will include ground elevations, grade breaks, curbs and/or edge of pavement elevations.

1.4 - Project Management/ Quality Control

Task 2.0 Design Development – 60% CD

2.1 - CM at Risk Initial Coordination Meeting

Design Consultant will facilitate a meeting with CM@Risk to discuss final design intent, materials and finishes.

2.2 - Cabinet Meeting #2

Design Consultant will facilitate a meeting with The Cabinet to discuss final design intent, materials and finishes.

2.3 - Demolition Plans

Design Consultant will prepare Demolition Plans that account for all on & off-site elements directly affected by the design and pending construction that will be removed, salvaged and/ or relocated.

2.4 - Hardscape Plans and Details

Design Consultant will develop Hardscape Plans which provide basic layout, specialty paving patterns and materials. Rough Hardscape Details will be provided for paving, walls, fences and other custom elements.

2.5 - Grading & Drainage Plans

Design Consultant will prepare Electrical Plans which provide general site lighting layout for on-site elements, walkways/ pathways, landscape and plaza areas. Plans will include the preliminary electrical service locations, preliminary control schematic design and preliminary details.

2.8 - Landscape and Irrigation Plans

Design Consultant will develop Landscape and Irrigation Plans with general landscape and irrigation zones. Plans will include specific plant material and placement throughout the site. This is

anticipated to be a combination of trees, shrubs and vegetative groundcovers with use of decomposed granite as a groundcover in non-turf areas. Design Consultant will work with City Staff to determine point of connection opportunities, existing infrastructure / pressure and type of irrigation equipment desired.

2.9 - Preliminary Drainage Report

Design Consultant will prepare a Preliminary Drainage Report which adheres to the format outlined in the City of Chandler Engineering Design Standards. All drainage requirements, guidelines, assumptions and calculations shall be performed using the Maricopa County Flood Control District (MCFCD) Drainage Design Manuals, Volumes I & II. The drainage report shall utilize and obtain drainage volume and storage data from the existing drainage report originally prepared for the Chandler Heights Recharge Project. The City will provide any existing drainage studies or master drainage reports that correspond to the Site.

2.10 - Technical Specifications

Design Consultant will develop Technical Specifications in accordance with MAG and City of Chandler amendments. Specifications will be developed in CSI format, unless otherwise directed by City Staff.

2.11 - 60% Design Progress Meeting

Design Consultant will facilitate a 60% Design Progress Meeting with City Staff to discuss the project design progress and identify upcoming project milestones and action items. Design Consultant shall prepare an agenda with input from the City's Project Manager prior to the meeting.

2.12 - Project Management/ Quality Control

2.13 - Cabinet Meeting #3

Design Consultant will facilitate a 60% Design Progress Meeting with The Cabinet to discuss the project design progress and identify upcoming project milestones and action items.

2.14 - CM at Risk Bi-Weekly Meetings/ Coordination

Design Consultant will facilitate Bi-Weekly Meetings and/or coordinate (as needed) with the CM@Risk to discuss the project design progress and identify upcoming project milestones and action items.

2.15 - 60% Comment Resolution Meeting

Design Consultant shall facilitate a 60% Comment Resolution Meeting to address comments from City Staff and establish direction/ resolution. Design Consultant will compile all review comments and prepare an initial response to each in a tabular format, which will be returned to the City prior to the meeting. Final comment responses shall be determined at the 60% Comment Resolution Meeting and returned with the 100% Plan Submittal.

Task 3.0 Construction Documents – 100% CD

3.1 - Demolition Plans

Design Consultant will prepare Demolition Plans which account for all on & off-site elements directly affected by the design and pending construction which will be removed, salvaged and/ or relocated. Plans will incorporate the 60% review comments from City Staff, the CM@Risk and The Cabinet.

3.2 - Hardscape Plans and Details

Design Consultant will develop Hardscape Plans and Details which incorporate the 60% review comments from City Staff, the CM@Risk and The Cabinet. Refined details will be provided for

paving, walls, fences, and other custom elements that are proposed. Enlarged plans for areas that will require more detailed information for construction will be shown as needed.

3.3 - Grading & Drainage Plans

Design Consultant will provide Grading and Drainage Plans which incorporate the 60% review comments from City Staff, the CM@Risk and The Cabinet. Plans will include contour grading for the Site with integrated drainage storage areas as identified in the drainage report. This will include above ground storage as well as underground storage design. Spot elevations will also be provided in the hardscape and plaza areas.

3.4 - Utilities/ Water Services Plans

Design Consultant will provide information regarding the existing utilities within the Site. These plans will include and address the 60% review comments from City Staff, the CM@Risk and The Cabinet. Plans will be refined and updated and include utility type, size, and vertical & horizontal location. Any utility relocation will be identified and coordinated with City Staff. Plans will include the water service point of connection(s). Any review and/ or permitting fees associated with the Utility/ Water Services Submittals shall be City's responsibility.

3.5 - Electrical Plans

Design Consultant will prepare Electrical Plans which incorporate the 60% review comments from City Staff, the CM@Risk and The Cabinet. Plans will include proposed fixture and service locations, as well as, refined control and detail design.

3.6 - Landscape and Irrigation Plans

Design Consultant will develop Landscape and Irrigation Plans which incorporate the 60% review comments from City Staff, the CM@Risk and The Cabinet. Plans will include specific plant material and placement throughout the Site. Design Consultant will refine the irrigation design to include the point of connection, existing infrastructure / pressure and type of irrigation equipment.

3.7 - Final Drainage Report

Design Consultant will revise the Drainage Report to adhere to the format outlined in the City of Chandler Engineering Design Standards. All drainage requirements, guidelines, assumptions and calculations shall be performed using the Maricopa County Flood Control District (MCFCD) Drainage Design Manuals, Volumes I & II. The drainage report shall utilize and obtain drainage volume and storage data from the existing drainage report originally prepared for the Chandler Heights Recharge Project. The City will provide any existing drainage studies or master drainage reports that correspond to the Site.

3.8 - Technical Specifications

Design Consultant will develop Technical Specifications based on the 100% Plans that are in accordance with MAG and City of Chandler amendments. Specifications will incorporate the 60% review comments from City Staff, the CM@Risk and The Cabinet.

3.9 - 100% Design Progress Meeting

Design Consultant will facilitate a 100% Design Progress Meeting with City Staff to discuss the project design progress and identify upcoming project milestones and action items. Design Consultant shall prepare an agenda with input from the City's Project Manager prior to the meeting.

3.10 - Plan Permit and Review Process

Design Consultant will compile all plans, reports and permits required for review by the City of Chandler. This will include the drainage report, SWPPP report and Utility Conflict Review. Any review and/ or permitting fees shall be City's responsibility.

3.11 - Project Management/ Quality Control

3.12 - Cabinet Meeting #4

Design Consultant will facilitate a 100% Design Progress Meeting with The Cabinet to discuss the project design progress and identify upcoming project milestones and action items.

3.13 - CM at Risk Bi-Weekly Meetings/Coordination

Design Consultant will facilitate Bi-Weekly Meetings and/or coordinate (as needed) with the CM@Risk to discuss the project design progress and identify upcoming project milestones and action items.

3.14 - 100% Comment Resolution Meeting

Design Consultant shall facilitate a 100% Comment Resolution Meeting to address comments from City Staff and establish direction/ resolution. Design Consultant will compile all review comments and prepare an initial response to each in a tabular format, which will be returned to the City prior to the meeting. Final comment responses shall be determined at the 100% Comment Resolution Meeting and returned with the Final Plan Submittal.

Task 4.0 Construction Documents – Final CD's

4.1 - Cabinet Meeting #5

Design Consultant will facilitate a Miscellaneous Design Progress Meeting with The Cabinet to discuss the project design progress and identify upcoming project milestones and action items.

4.2 - Demolition Plans

Design Consultant will complete Demolition Plans which account for all on & off-site elements directly affected by the design and pending construction which will be removed, salvaged and/ or relocated. Plans will incorporate the 100% review comments from City Staff, the CM@Risk and The Cabinet

4.3 - Hardscape Plans and Details

Design Consultant will finalize the Hardscape Plans and Details which incorporate the 100% review comments from City Staff, the CM@Risk and The Cabinet. Refined details will be provided for paving, walls, fences, and other custom elements that are proposed. Enlarged plans for areas that will require more detailed information for construction will be shown as needed.

4.4 - Grading & Drainage Plans

Design Consultant will finalize Grading and Drainage Plans which incorporate the 100% review comments from City Staff, the CM@Risk and The Cabinet. Plans will include contour grading for the Site with integrated drainage storage areas as identified in the drainage report. This will include above ground storage as well as underground storage design. Spot elevations will also be provided in the hardscape and plaza areas.

4.5 - Utilities/ Water Services Plans

Design Consultant will provide information regarding the existing utilities within the Site. These plans will include and address the 100% review comments from City Staff, the CM@Risk and The Cabinet. Plans will be refined and updated and include utility type, size, and vertical & horizontal location. Any utility relocation will be identified and coordinated with City Staff. Plans will include the water service point of connection(s). Any review and/ or permitting fees associated with the Utility/ Water Services Submittals shall be City's responsibility.

4.6 - Electrical Plans

Design Consultant will finalize Electrical Plans which incorporate the 100% review comments from City Staff, the CM@Risk and The Cabinet. Plans will include proposed fixture and service locations, as well as, refined control and detail design.

4.7 - Landscape and Irrigation Plans

Design Consultant will complete the Landscape and Irrigation Plans which incorporate the 100% review comments from City Staff, the CM@Risk and The Cabinet. Plans will include specific plant material and placement throughout the Site. Design Consultant will refine the irrigation design to include the point of connection, existing infrastructure / pressure and type of irrigation equipment.

4.8 - Horizontal Control Plans

Design Consultant will prepare a detailed Horizontal Control Plan. The plan will depict all key dimensions necessary for site construction of the onsite improvements including hardscape areas. Northing/easting information will be utilized where more practical than dimensions.

4.9 - Final Drainage Report

Design Consultant will finalize the Drainage Report to adhere to the format outlined in the City of Chandler Engineering Design Standards. All drainage requirements, guidelines, assumptions and calculations shall be performed using the Maricopa County Flood Control District (MCFCD) Drainage Design Manuals, Volumes I & II. The drainage report shall utilize and obtain drainage volume and storage data from the existing drainage report originally prepared for the Chandler Heights Recharge Project. The City will provide any existing drainage studies or master drainage reports that correspond to the Site.

4.10 - SWPPP Report

Design Consultant will prepare a storm water pollution prevention plan in accordance with Best Management Practices (BMP's) and other criteria as generally accepted. Olsson shall also prepare, as required, the NPDES permit for site construction activities. Olsson will prepare the NOI for submission by the City.

4.11 - Technical Specifications

Design Consultant will develop Technical Specifications based on the Final Plans that are in accordance with MAG and City of Chandler amendments. Specifications will incorporate the 100% review comments from City Staff, the CM@Risk and The Cabinet.

4.12 - Final Design Progress Meeting

Design Consultant will facilitate a Final Design Progress Meeting with City Staff to discuss the project design progress and identify upcoming project milestones and action items. Design Consultant shall prepare an agenda with input from the City's Project Manager prior to the meeting.

4.13 - Plan Permit and Review Process

Design Consultant will compile all plans, reports and permits required for review by the City of Chandler. This will include the drainage report, SWPPP report and Utility Conflict Review. Any review and/ or permitting fees shall be City's responsibility.

4.14 - Project Management/ Quality Control

4.15 - CM at Risk Bi-Weekly Meetings/Coordination

Design Consultant will facilitate Bi-Weekly Meetings and/or coordinate (as needed) with the CM@Risk to discuss the project design progress and identify upcoming project milestones and action items.

4.16 - Final Plan Submittal

Design Consultant will compile all plans, reports and permits required for approval by the City of Chandler. This will include the drainage report, SWPPP report and Utility Conflict Review.

Assumptions:

- 1) Requests for additional services and/or meetings beyond those identified in the Scope and Fee Proposal will be negotiated on a time and materials basis.
- 2) Additional submittals beyond those identified in the Scope and Fee Proposal will be negotiated as an additional service.
- 3) Design Consultant to provide electronic files for all Construction Documents, Specifications, Reports and Permits. Hard copies for review, submittal, permitting and construction purposes shall be provided by the City.
- 4) Adequate water pressure will be available for the specified performance of the irrigation system. Pressure readings and/or pump station design is not considered a part of this scope of work.

Exclusions:

- 1) GIS Services.
- 2) Off-site improvements (roads, utilities etc.)
- 3) Color exhibits and/or rendered Landscape and Hardscape plans, perspectives, and/or elevations
- 4) Permitting Fees
- 5) Bid Sets
- 6) Easement coordination not specified in the scope of work

EXHIBIT B

FEE SCHEDULE - NOT TO EXCEED – HOURLY RATE

TASKS	Project Manager	Landscape Architect/Planner	Landscape Technician/Designer	Landscape Irrigation Designer	Civil Eng	Civil Tech Designer	Electrical Eng	Electrical Tech Designer	Registered Surveyor Title	Survey Crew (2 Man Crew)	Admin Staff	Total
Task 1.0 PRE DESIGN												
1.1 Project Kickoff Meeting	4	4			4		1		4			\$ 2,295
1.2 Cabinet Meeting #1 (Discuss Finishes)	3	3			3							\$ 1,205
1.3 Topographic Survey					2				12	36		\$ 6,897
1.4 Project Management/ Quality Control	4								2		2	\$ 995
Subtotal Hours	11	7	-	-	9	-	1	-	18	36	2	\$ 84
Subtotal Dollars	\$ 1,802	\$ 853	\$ -	\$ -	\$ 1,043	\$ -	\$ 120	\$ -	\$ 2,157	\$ 5,227	\$ 100	\$ 11,301
TASK 2.0 DESIGN DEVELOPMENT - 60% CD												
2.1 CM at Risk Initial Coordination Meeting	4	4			4							\$ 1,806
2.2 Cabinet Meeting #2 (Design Presentation)	3	3			3							\$ 1,205
2.3 Demolition Plans					8	24						\$ 2,964
2.4 Hardscape Plans and Details	8	32	48									\$ 9,285
2.5 Grading & Drainage Plans					24	48						\$ 6,856
2.6 Utilities/ Water Services Plans					4	24						\$ 2,501
2.7 Electrical Plans							24	48				\$ 6,031
2.8 Landscape and Irrigation Plans		12	40	24								\$ 7,735
2.9 Preliminary Drainage Report					12	36						\$ 4,447
2.10 Technical Specifications		24		8	12		8					\$ 6,232
2.11 60% Design Progress Meeting	4	4			4							\$ 1,726
2.12 Project Management/ Quality Control	16										6	\$ 2,820
2.13 Cabinet Meeting #3 (60% Review)	3	3			3							\$ 1,205
2.14 CM at Risk Bi-Weekly Meetings/Coordination	12	12			12							\$ 4,818
2.15 60% Comment Resolution Meeting	4	4			4							\$ 1,726
Subtotal Hours	54	98	88	32	90	132	34	48	-	-	6	\$ 582
Subtotal Dollars	\$ 8,645	\$ 11,941	\$ 7,471	\$ 3,835	\$ 10,427	\$ 11,207	\$ 4,075	\$ 3,155	\$ -	\$ -	\$ 300	\$ 61,256
TASK 3.0 CONSTRUCTION DOCUMENTS - 100% CD												
3.1 Demolition Plans					4	12						\$ 1,482
3.2 Hardscape Plans and Details	8	32	48									\$ 9,285
3.3 Grading & Drainage Plans					24	40						\$ 6,176
3.4 Utilities/ Water Services Plans					4	18						\$ 1,992
3.5 Electrical Plans							24	40				\$ 5,506
3.6 Landscape and Irrigation Plans		12	40	24								\$ 7,735
3.7 Final Drainage Report					12	24						\$ 3,428
3.8 Technical Specifications		18		6	12		8					\$ 5,281
3.9 100% Design Progress Meeting	4	4			4							\$ 1,726
3.10 Plan Permit and Review Process	8	8			16							\$ 4,139
3.11 Project Management/ Quality Control	16										6	\$ 2,920
3.12 Cabinet Meeting #4 (100% Review)	3	3			3							\$ 1,205
3.13 CM at Risk Bi-Weekly Meetings/Coordination	12	12			12							\$ 4,818
3.14 100% Comment Resolution Meeting	4	4			4							\$ 1,726
Subtotal Hours	55	93	88	30	98	94	34	40	-	-	6	\$ 535
Subtotal Dollars	\$ 8,009	\$ 11,332	\$ 7,471	\$ 3,596	\$ 11,006	\$ 7,981	\$ 4,075	\$ 2,629	\$ -	\$ -	\$ 300	\$ 57,398
TASK 4.0 CONSTRUCTION DOCUMENTS - FINAL CD'S												
4.1 Cabinet Meeting #5 (Misc Design Process)	3	3			3							\$ 1,205
4.2 Demolition Plans					1	2						\$ 286
4.3 Hardscape Plans and Details		24	32									\$ 5,641
4.4 Grading & Drainage Plans					12	24						\$ 3,428
4.5 Utilities/ Water Services Plans					1	2						\$ 286
4.6 Electrical Plans							12	24				\$ 3,016
4.7 Landscape and Irrigation Plans	8	24	12									\$ 4,451
4.8 Horizontal Control Plans					4	24						\$ 2,501
4.9 Final Drainage Report					4	12						\$ 1,482
4.10 SWPPP Report					8	24						\$ 2,964
4.11 Technical Specifications		12		4	4		4					\$ 2,884
4.12 Final Design Progress Meeting	4	4			4							\$ 1,606
4.13 Plan Permit and Review Process	8	8			16							\$ 4,139
4.14 Project Management/ Quality Control	16										6	\$ 2,920
4.14 CM at Risk Bi-Weekly Meetings/Coordination	8	8		8								\$ 3,244
4.16 Final Plan Submittal		6			4							\$ 1,195
Subtotal Hours	39	73	56	24	61	88	16	24	-	-	6	\$ 387
Subtotal Dollars	\$ 6,388	\$ 8,895	\$ 4,754	\$ 2,876	\$ 7,067	\$ 7,471	\$ 1,918	\$ 1,578	\$ -	\$ -	\$ 300	\$ 41,247
TOTAL DESIGN HOURS	159	271	232	86	255	314	85	112	18	36	20	1,588
DESIGN FEES AT NORMAL BILLING RATES	\$ 26,044	\$ 33,021	\$ 19,697	\$ 10,307	\$ 29,542	\$ 26,659	\$ 10,187	\$ 7,362	\$ 2,157	\$ 5,227	\$ 998	\$ 171,201
												Profit Donation \$ (17,120)
												Additional Donation \$ (25,000)
												Total Design Fee \$ 129,081

EXHIBIT C

INSURANCE

1. General.

A. At the same time as execution of this Agreement, Design Consultant shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Worker's Compensation coverage.

B. Design Consultant and any of its subcontractors, subcontractors or sublicensees shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Design Consultant from liabilities that might arise out of the performance of this Agreement services under this Agreement by Design Consultant, its agents, representatives, employees, subcontractors, sublicensees or subcontractors and Design Consultant is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Design Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, Design Consultant shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of Design Consultant in this Agreement. Design Consultant is responsible for executing this Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Design Consultant shall provide coverage with limits of liability not less than those stated below.

A. Commercial General Liability-Occurrence Form. Design Consultant must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability: Design Consultant must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Design Consultant owned, hired, and non-owned vehicles assigned to or used in the performance of Design Consultant's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. Workers Compensation and Employers Liability Insurance: Design Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Design Consultant employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

D. Professional Liability. If this Agreement is the subject of any professional services or work performed by Design Consultant, or if Design Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Design Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Design Consultant, or anyone employed by Design Consultant, or anyone whose acts, mistakes, errors and omissions the Design Consultant is legally liable, with a liability limit of \$1,000,000

each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and Design Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3-year period.

3. Additional Policy Provisions Required.

A. Self-Insured Retentions Or Deductibles. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

B. City as Additional Insured. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Design Consultant including the City's general supervision of Design Consultant; Products and Completed operations of Design Consultant; and automobiles owned, leased, hired, or borrowed by Design Consultant.

2. Design Consultant's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.

3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Design Consultant even if those limits of liability are in excess of those required by this Agreement.

4. Design Consultant's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by Design Consultant and must not contribute to it.

5. Design Consultant's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Coverage provided by Design Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.

7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by Design Consultant for the City.

8. Design Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Design Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all this Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the Design Consultant must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.