Chandler • Arizona Where Values Make The Difference	**PURCHASING ITEM FOR COUNCIL AGENDA** **Memo No. CP13-224**	**1. Agenda Item Number**: 11 **2. Council Meeting Date**: July 11, 2013

TO:	**MAYOR & COUNCIL**	**3. Date Prepared**: June 25, 2013
THROUGH:	**CITY MANAGER**	**4. Requesting Department**: Fire Department

5. SUBJECT: Contract Award to Deutsch Architecture Group for Fire Station No. 1 relocation design

6. RECOMMENDATION: Staff recommends City Council award an architectural design and construction administration services contract to Deutsch Architecture Group for Fire Station No. 1 Relocation, Project No. FI0902-202, in an amount not to exceed $183,462.

7. BACKGROUND/DISCUSSION: This contract is for updating the architectural design and for construction administration services for a new Fire Station No. 1 to be located at 1475 E. Pecos Road. The Fire Station No. 1 relocation project was the result of recommendations from the Fire Department Standards of Response Coverage study. As part of the study the Department expanded the scope of planning to include National Fire Protection Association's Standard 1710. This standard has changed the response parameters for the Department, resulting in a change of fire station locations. This proposal relocates the current Fire Station No. 1 and eliminates one of the planned growth fire stations that were projected for the southeast portion of the City. The existing station will be renovated to accommodate shop, office, storage, and laboratory space for the Transportation & Development and Neighborhood Resources Departments.

The original design drawings for the new Fire Station No. 1 were done by Deutsch Architecture Group in 2009. This set of drawings progressed through the permit review stage of the City's approval process. The permit was never issued because the project was stopped when grant funding was denied. Now that this project is scheduled for FY 13/14 in the CIP, the plans are required to be updated to the 2012 building codes and current civil requirements.

The contract amount exceeds the direct select amount provided for in the City Administrative Regulations. The Administrative Regulations also provide for a waiver of that limitation if approved by the City Manager. Staff is certain that hiring the original designers will be more cost effective than having a new firm review the plans from scratch. The construction administration services portion of the work contained no increase in cost from the original 2009 proposal.

8. EVALUATION: Deutsch Architecture Group's familiarity with the design and the stakeholders is a key component in maintaining continuity in the design. Staff reviewed the scope of work, billing rates, and total fee for this project, compared them to historical costs, and determined they are reasonable.

9. FINANCIAL IMPLICATIONS:

Fund Source:

Acct. No.:	Fund Name:	Program Name:	CIP Funded:	Amount:
401.2250.5818.6FI638	General Government Capital Projects Fund	Fire Station #1 Relocation	FY 13/14	$183,462

10. PROPOSED MOTION: Move that City Council award an architectural design and construction administration services contract to Deutsch Architecture Group for Fire Station No. 1 Relocation, Project No. FI0902-202, in an amount not to exceed $183,462, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map, Contract

APPROVALS	
11. Requesting Department Tom Carlson, Assistant Fire Chief	**13. Department Head** Jeff Clark, Fire Chief
12. Transportation & Development Bob Fortier, Capital Projects Manager	**14. City Manager** Rich Dlugas

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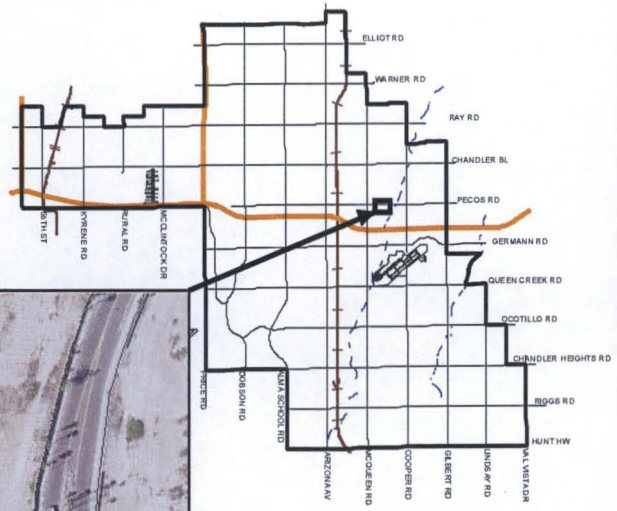
FIRE STATION NO. 1 RELOCATION
PROJECT NO. FI0902-202



MEMO NO. CP14-011

PROJECT SITE

NTS

Chandler

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DESIGN CONSULTANT SERVICES CONTRACT

PROJECT TITLE: **Fire Station 1 Relocation**
PROJECT NO: **FI0902-202**

This Contract is made and entered into by and between the City of Chandler, Arizona, a municipal Corporation, hereinafter called the CITY, and Bernard Deutsch Associates, Inc., dba Deutsch Architecture Group, hereinafter called DESIGN CONSULTANT.

WHEREAS, DESIGN CONSULTANT represents DESIGN CONSULTANT has the expertise and is qualified to perform the services described in this Contract; 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 DESIGN CONSULTANT, as follows:

1. DESCRIPTION OF PROJECT:

Design and Construction Administration Services for an approximately 13,000 square foot Fire Station, sitting on three acres located at 1475 East Pecos Road, Chandler, Arizona. Design services will be to update construction documents to adhere to current adopted codes.

2. DEFINITIONS:

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

3. SCOPE OF WORK:

DESIGN CONSULTANT shall 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 Contract, the CITY shall pay DESIGN CONSULTANT a fee based on the fee schedule attached hereto and made a part hereof by reference Exhibit B not to exceed the sum **One Hundred Eighty Three Thousand Four Hundred Sixty Two** dollars (**$183,462.00**). 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:

DESIGN CONSULTANT shall complete all services described in paragraph 3 within **Three Hundred Ninety (390)** calendar days after "Notice to Proceed" is issued by the CITY. In the event delays are experienced beyond the control of DESIGN CONSULTANT, the completion date may be extended as mutually agreed upon by CITY and DESIGN CONSULTANT.

6. OPINIONS OF PROBABLE COSTS (ESTIMATES):

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

7. APPROVALS:

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

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

9. STANDARDS OF PERFORMANCE:

A. This design contract has been awarded to DESIGN 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. DESIGN CONSULTANT shall not deviate nor substitute any of these team members without prior written approval by CITY.

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

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

10. INDEMNIFICATION:

To the fullest extent permitted by law, DESIGN CONSULTANT, its successors, assigns and guarantors, shall defend, 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 Contract 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 in whole or part 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 Contract, including but not limited to, any injury or damages claimed by any of DESIGN CONSULTANT's and subcontractor's employees.

11. INSURANCE:

1. General

A. At the same time as execution of this Contract, 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, subconsultants or sublicensees shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, the insurances set forth below.

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

D. The City in no way warrants that the minimum insurance limits contained in this Contract are sufficient to protect DESIGN CONSULTANT from liabilities that might arise out of the performance of the Contract services under this Contract by DESIGN CONSULTANT, its agents, representatives, employees, subcontractors, sublicensees or subconsultants 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 Contract or failure to identify any insurance deficiency will not relieve the 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 Contract.

F. Use of SubContractors: If any work is subcontracted in any way, DESIGN CONSULTANT shall execute a written Contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of DESIGN CONSULTANT in this Contract. DESIGN CONSULTANT is responsible for executing the Contract 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 $1,000,000 for each occurrence, $2,000,000 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 Contract. 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 Contract 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 the Contract 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 Contract, DESIGN CONSULTANT must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the 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 the 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 Contract.

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 Contract.

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 Contract 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 the Contract 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 Contract. If any of the required policies expire during the life of this Contract, 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.

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 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 the CITY except as provided herein, nor shall DESIGN CONSULTANT do any work not covered by this Contract unless such work is authorized through an executed amendment.

13. TERMINATION FOR CAUSE:

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

(a) DESIGN CONSULTANT abandons Work;
(b) DESIGN CONSULTANT assigns or attempts to assign its rights or obligations under this Contract or any part thereof to any third-party (without the prior written consent of CITY;
(c) DESIGN CONSULTANT is adjudged bankrupt of insolvent, makes a general assignments for the benefit of creditors, has a trustee or receiver appointed for its property, or files a petition to take advantage of any debtor's act;

(d) DESIGN CONSULTANT fails or refuses to perform any obligation under the Contract, or fails to remedy such nonperformance within seven (7) days after its occurrence;
(e) DESIGN CONSULTANT fails to comply with any applicable Laws and fails to remedy such nonperformance within seven (7) days after its occurrence;
(f) DESIGN CONSULTANT fails to achieve the required dates for performance required pursuant to the Contract.

14. TERMINATION FOR CONVENIENCE:

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 DESIGN CONSULTANT specifying the termination date. Immediately after receiving such notice, DESIGN 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.

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

15. OWNERSHIP OF INSTRUMENTS OF SERVICE UPON TERMINATION FOR CAUSE AND/OR FOR CONVENIENCE:

Upon Termination for Cause or for Convenience, the CITY shall have ownership of the Instruments of Service.

16. 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. DESIGN CONSULTANT shall furnish the CITY, upon its request, originals or reproducible 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 him.

17. RE- USE OF DOCUMENTS:

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

18. NO KICK-BACK CERTIFICATION:

DESIGN CONSULTANT warrants that no person has been employed or retained to solicit or secure this Contract upon a Contract 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 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.

19. CONFLICT OF INTEREST:

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

20. ARIZONA LAW, JURISDICTION AND VENUE, AND FEES AND COSTS:

20.1 Arizona Law. This Contract shall be governed and interpreted according to the laws of the State of Arizona.

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

20.3 Fees and Costs. Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Contract 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.

21. CONTROLLING LAW:

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

22. REQUIRED COMPLIANCE WITH ARIZONA PROCUREMENT LAW:

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

A breach of the Design 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 Design Consultant or Subcontractor employee who works on this Contract to ensure that the Design Consultant or Subcontractor is complying with the Design Consultant Immigration Warranty. The Design 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 Design Consultant and any Subcontractors to ensure compliance with Design Consultants Immigration Warranty. The Design Consultant agrees to assist the City in performing any such random verifications.

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

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

23. NO ASSIGNMENT:

DESIGN 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.

24. 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 _____ 2013.

CITY OF CHANDLER

_____
MAYOR Date

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

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney by: _____ SEAL

DESIGN CONSULTANT:

By: _____
Title: President

ADDRESS FOR NOTICE
Bernard Deutsch Associates, Inc.
4600 E. Indian School Rd.
Phoenix, AZ 85018
Phone: 602-840-2929
Fax: 602-840-6646

ATTEST: If Corporation

_____
Secretary

EXHIBIT A
SCOPE OF WORK

DESCRIPTION OF CITY'S CONCEPT

The City of Chandler Fire Station No. 1, Project No. FI0902-201 is to be as originally located on approximately 3 acres at 1475 East Pecos Road. The project delivery method of Fire Station No. 1 is a Design-Bid-Build. The construction budget for this project is approximately $5,000,000.

DESIGN CONSULTANT shall provide design services for updating and/or modifying the Fire Station No. 1 building and site design.

The Fire Station No. 1 scope of work and design originally contracted remains the same. The update and/or modifications are to revise the original documents to meet current code and to revise the LEED® requirement to a lesser Certification level. The design will be modified to seek a LEED® Silver certification.

DESIGN CONSULTANT shall provide necessary design and construction documents, and updated technical specifications and calculations for Fire Station No. 1.

CONNECTION OF EXISTING FIRE PROTECTION SYSTEM

DESIGN CONSULTANT shall provide the City of Chandler Fire Marshall a copy of the design modifications and 100% design documents for review. The cover letter to the Fire Marshall shall request a review for all building fire protection connections to existing, new, or replaced water lines. When water lines of any size are included in the scope of work the consultant is responsible for obtaining information on all existing fire protection systems which could potentially be connected to the water line in the scope of work, and is responsible for the connection, reconnection, and identification of the fire protection system.

SCOPE OF WORK

DESIGN CONSULTANT shall

- Revise construction drawings to adhere to current adopted codes
- Resubmit drawings to the City of Chandler for construction permitting
- Attend two follow-up meetings with the Fire Department Committee to review/discuss final design
- Reduce the LEED design criteria to a lesser certification
- Update the original 90% construction estimate; create a 100% estimate
- Provide bid assistance and Construction Administration services

A. CONSTRUCTION DOCUMENTS (100% Document Review):

Based on the original approved Construction Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by CITY, DESIGN CONSULTANT shall prepare, for approval by CITY, revised Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

1. Update plans, elevations, sections, schedules, notes and specifications as required to adhere to current adopted codes.
2. Conduct a full document set (plans & specifications) review in the presence of all consultants and CITY'S representatives.
3. Provide document coordination of work performed by separate contractors or by the CITY'S own forces (i.e.: systems furniture or exercise equipment provisions & installation, etc.).
4. Review/coordinate construction cost estimate for verification with the budget.
5. Submit to CITY'S Project Manager for comment five (5) complete sets of full size plans, as well as three (3) copies of specifications, drainage analysis, geotechnical report, and structural calculations. Include original approval set of drawings along with a review summary indicating plan and specification revisions made.
6. Provide the CITY a CD containing complete design files (single file with water, sewer, reclaimed, and storm features) and improvement base files in AutoCAD .DWG format, and "to scale" scanned original As-builts in Acrobat .PDF format. Combine multiple .PDF sheets into a "planset" ensuring all pages are in order and rotated properly for viewing. Each building system shall be "layered" so as to be able to isolate trades or engineering from architectural components.

B. UTILITY/AGENCY COORDINATION:

1. Coordination with utility companies and agencies shall be in accordance with the latest version of the "Public Improvement Project Guide" (PIPG).
2. Verify utility conflicts identified during the initial stages of the design process.
3. Coordinate the design and installation of the utilities, which includes, but is not limited to, services for electric, natural gas, communications, water, storm drainage, irrigation and sanitary systems.
4. Identify easements for these utilities and provide necessary information to the CITY'S Real Estate Department to allow the CITY to complete acquisition during the design phase.
5. Provide the legal descriptions for natural gas and electrical service easements.
6. Submit plans, specifications, and design calculations to utilities/agencies for review and use during their design for their service improvements or any necessary relocations.
7. Conduct utility meetings to coordinate relocations with utility/agency and establish relocation schedules.
8. Follow-up with the final design submittal for utility construction and coordination with the bid documents.
9. Incorporate the utility/agency private developer construction requirements into the bid documents.

C. FINAL DOCUMENTS:

1. Submit completed documents to Development Services for building permit. DESIGN CONSULTANT shall sign and seal all plans, calculations and specifications. The specifications will be 8-1/2" x 11" and in electronic format in Microsoft Word. Include a CD containing complete design files (single file with water, sewer, reclaimed, and storm features) and improvement base files in AutoCAD .DWG format, and "to scale" scanned original plans in Acrobat .PDF format. Combine multiple .PDF sheets into a "planset" ensuring all pages are in order and rotated properly for viewing.
   a. Include redline reviewed drawings and comments received from previous review along with a review summary indicating action taken.
2. Prepare signed and sealed 4 mil Mylar documents for reproduction. CITY will have the bid sets reproduced from these Mylar's.

D. AWARD OF CONSTRUCTION CONTRACT

1. Assist CITY in the evaluation of "substitutions and or-equals" and make a recommendation to accept or decline.
2. Review and respond to RFIs during the bidding phase.
3. Prepare addenda, for CITY'S Project Manager, for review and approval by CITY. CITY will distribute.

E. CONSTRUCTION ADMINISTRATION:

During the Construction phase of the project, DESIGN CONSULTANT shall do the following:

Note: A City staff member will be designated as the Project Manager and as CITY'S REPRESENTATIVE and will perform those functions listed in the City's General Conditions for Construction Contracts as duties of the CITY REP. The DESIGN CONSULTANT will be designated the Project Designer and shall perform those functions listed in the City's General Conditions for Construction Contracts as duties of the Project Designer, but shall also perform the following functions: (Designers Construction Administrator role is defined below.)

1. Attend and participate in the pre-construction conference for the purposes of establishing lines of communication, project protocol as well as answering design questions.
2. Assist CITY with the review of contractor's schedules, and then make a recommendation regarding approval.
3. Assist CITY in the review of the Contractors "value engineering" suggestions and then make a recommendation.
4. Evaluate contractor claims and disputes between CITY and contractor and provide a written determination to CITY within seven (7) days of the date such matter is submitted to DESIGN CONSULTANT.
5. In the event of a claim or dispute by contractor, interpret the requirements of the Contract Documents and judge the acceptability of the Work thereunder. Make written recommendations to the City on all claims of the Contractor related to: the acceptability of the work, or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work, or additional work as deemed necessary by the City (within 7 days).
6. Develop and administer a quality control program for the purpose of evaluating the contractor's work and documenting unacceptable construction.
7. Supervise inspection forces and field office staff.
8. Respond to RFI's and issue necessary interpretations and clarifications of the contract documents (within 36 hours).

9. Receive, log, review and approve/disapprove Shop Drawings, calculations, samples, and test results (within 10 days), as requested in coordination with the contractor.
10. Construct a color/sample board of approved finishes submittals.
11. Perform site visits at a rate of 4-8 hours per week, depending on work in progress, during construction. During these visits, produce "field reports" documenting progress and issues. This effort does not include and is independent of special inspections.
12. Participate in scheduled field management meetings. (Anticipates a construction duration of 9 ½ months.)
13. Perform "UBC Special Inspections" as required.
14. Evaluate and verify payment applications, with the Owner, based on designer's on-site observations, data and schedule. Make a recommendation regarding approval.
15. Conduct with City an inspection to determine if project is substantially complete. Substantial completion inspection is to determine if the work is completed to the standard required by the contract documents. Prepare a preliminary punch list and provide to City.
16. Conduct with City a final inspection to assist City to develop the final punch list and assist in final re-inspection.
17. Determine when the Project is complete and recommend, in writing, to CITY, acceptance of the Project but only after DESIGN CONSULTANT has performed a final inspection which confirms that the contractor has fulfilled all obligations under their contract and is entitled to final payment. Such a recommendation is DESIGN CONSULTANT's written notice to City and Contractor that the work is complete and the Project is acceptable.
18. Receive, review and approve/disapprove Operations & Maintenance manuals (within 2 weeks).

F. MEETINGS

DESIGN CONSULTANT shall meet with CITY to review the status of the project, budget, and schedule as outlined below. This meeting schedule is based on a construction duration of 9 ½ months.

MEETINGS	DESIGN CONSULTANT	ENTELLUS (Sub)	PBA (Sub)	SIMPLY STRUCTURAL (Sub)
Evaluation and Planning	4	1	2	1
Design				
Construction Admin	45	2	4	
Commissioning	Included			

G. POST CONSTRUCTION:

1. Prepare and deliver to CITY, record drawings of the constructed work on 4 mil Mylar, together with a CD containing complete design files (single file with water, sewer, reclaimed, and storm features) and improvement base files in AutoCAD .DWG format, and "to scale" scanned original As-builts in Acrobat .PDF format. Combine multiple .PDF sheets into a "planset" ensuring all pages are in order and rotated properly for viewing. As-built information will be obtained from redlined drawings prepared by the contractor. DESIGN CONSULTANT shall provide to CITY six (6) electronic copies (CD-ROM) of the drawings in AutoCAD 2004 for CITY and for distribution to affected utilities.

EXHIBIT B
FEE SCHEDULE

Deutsch Architecture Group	Project Principal $160.00	Project Director/QA $140.00	Project Architect $122.00	Drafting Support $95.00	Admin Support $50.00	Total by Task
LEED	0	16	32	8	24	80
Construction Document Revision	24	32	48	132	32	268
Quality Assurance	0	4	4	8	0	16
Total Hours	24	52	84	148	56	364
Total Cost	$3,840.00	$7,280.00	$10,248.00	$14,060.00	$2,800.00	$38,228.00

Volmer Landscape Design	Landscape Arch $130.00	Project Manager $105.00	Landscape Designer $80.00	CAD Designer $70.00	Admin $50.00	
LEED	2	0	0	0	4	6
Construction Document Revision	2	0	12	20	4	38
Total Hours	4	0	12	20	8	44
Total Cost	$520.00	$ -	$960.00	$1,400.00	$400.00	$3,280.00

Entellus Civil Engineering	Project Manager $140.00	Project Engineer $135.00	Tech $65.00	Clerical $57.00	Survey $125.00	
Topo Survey	1	0	7	0	8	16
LEED	2	0	0	0	0	2
Construction Document Revision	12.5	50	60	15	0	137.5
Total Hours	15.5	50	67	15	8	155.5
Total Cost	$2,170.00	$6,750.00	$4,355.00	$855.00	$1,000.00	$15,130.00

Simply Structural Structural	Principal $150.00	Engineer $105.00	Drafting $70.00			
LEED	2	0	0			2
Construction Document Revision	4	12	32			48
Total Hours	6	12	32			50
Total Cost	$900.00	$1,260.00	$2,240.00			$4,400.00

PBA MPE	Principal $198.00	MPE Project Engineer $125.00	Designer $125.00	CAD $44.00	Clerical $49.00	
LEED	2	16	4	2	2	26
Construction Document Revision	4	32	40	48	4	128
Total Hours	6	48	44	50	6	154
Total Cost	$1,188.00	$6,000.00	$5,500.00	$2,200.00	$294.00	$15,182.00

RLB Cost Estimating	Principal $163.00	Project Manager $120.00	Surveyor / Estimator $105.00	Cost Manager $90.00	Clerical $50.00	
LEED	0	0	0	0	0	0
Construction Document Revision	4	4	12	40	5	65
Total Hours	4	4	12	40	5	65
Total Cost	$652.00	$480.00	$1,260.00	$3,600.00	$250.00	$6,242.00

TOTAL COST / Design Phase	$82,462.00
CONSTRUCTION ADMINISTRATION	$92,262.00
Reimbursables	$8,738.00
TOTAL COST	**$183,462.00**

EXHIBIT C

Design Consultant Immigration Warranty
To Be Completed by Design Consultant Prior to Execution of Contract

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

Project Number/Division: FI0902-202		
Name (as listed in the contract):		
Street Name and Number:		
City:	**State:**	**Zip Code:**

I hereby attest that:

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

_____

Printed Name: Bernie Deutsch

Title: President

Date (month/day/year): 06/27/13