



**PURCHASING ITEM
FOR
COUNCIL AGENDA
CP14-118**

1. Agenda Item Number:

19

2. Council Meeting Date:
January 23, 2014

TO: MAYOR & COUNCIL

3. Date Prepared: January 6, 2014

THROUGH: CITY MANAGER

4. Requesting Department: Community Services

5. SUBJECT: Contract award to Durkin Architects, LLC, for Copper Room Renovations.

6. RECOMMENDATION: Staff recommends City Council award a Design Consultant Services contract to Durkin Architects, LLC, for Copper Room Renovations, Contract No. LI1301-201, in an amount not to exceed \$48,386.00.

7. BACKGROUND/DISCUSSION: This contract is for renovation of approximately 5,100 square feet of the Chandler Downtown Library second floor Copper Room and adjacent rooms. The library is located at 22 South Delaware Street and was constructed in 1996. The Copper Room and adjacent studio, video, and storage rooms were used as Council chambers until 2011 when new chambers were constructed as part of City Hall. Renovations are needed to provide better functionality and flexibility as meeting, presentation, and programming spaces. Once renovations are completed the Copper Room will provide enhanced meeting and programming space for city departments and private rentals.

This project consists of providing schematic design, design development, construction documents, and bidding assistance. Renovations include modifications of walls and ceilings, flooring, window coverings, doors, hardware, and painting along with associated electrical and mechanical adjustments. Modifications and/or upgrades to multimedia equipment, information technology, and data capabilities are included. A total of \$391,500.00 is available for completing this renovation project.

Through this design Durkin Architects, LLC plans to develop four to five meetings spaces with state of the art presentation equipment that can be used simultaneously for library and cultural programs, city staff programs and meetings, public presentations by local businesses and educational organizations. Staff currently charges for meeting spaces so the new space will become both a community gathering place and a revenue generator.

8. EVALUATION PROCESS: The consultant was selected by Direct Select method in accordance with State law. Staff has reviewed the scope of work, billing rates, and total fees for this project, compared them to historical costs and determined they are reasonable. Project completion is 225 days following Notice to Proceed.

9. FINANCIAL IMPLICATIONS:

Cost: \$48,386.00

Savings: N/A

Long Term Costs: N/A

Fund Source:

<u>Account No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
401.3210.6611.0.6GG628.0	General Govt. Capital Projects	Existing City Bldg. Renovations/Repairs	Yes	\$48,386

10. PROPOSED MOTION: Move City Council award a Design Consultant Services contract to Durkin Architects, LLC for Copper Room Renovations , Contract No. LI1301 -201 , in an amount not to exceed \$48,386.00.

Attachments: Contract, Location Map

APPROVALS

11. Requesting Department

Brenda Brown by CAH
Brenda Brown, Library Manager

13. Department Head

Mark M. Eynatten
Mark M. Eynatten, Community Services Director

12. Transportation & Development

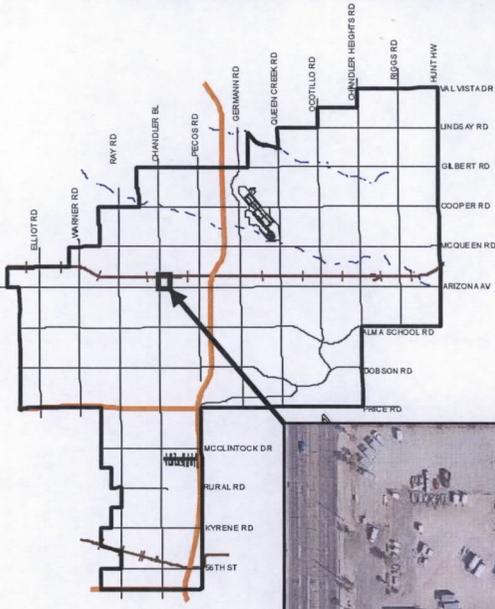
Bob Fortier
Bob Fortier, Capital Projects Manager

14. City Manager

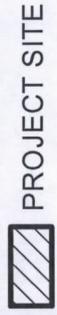
Rich Dlugas
Rich Dlugas



COPPER ROOM RENOVATIONS PROJECT NO. LI1301-201



MEMO NO. CP14-118



DESIGN CONSULTANT SERVICES CONTRACT

PROJECT TITLE: **Copper Room Renovations**
PROJECT NO: **LI1301-201**

This Contract is made and entered into by and between the City of Chandler, Arizona, a municipal Corporation, hereinafter called the CITY, and Durkin Architects, LLC, a limited liability corporation licensed in the state of Arizona, 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:

The Project consists of providing renovation design of approximately 5,100 square feet of the Chandler Downtown Library second floor Cooper Room and adjacent rooms, as further described in Exhibit A.

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 (chandleraz.gov).

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 **Forty Eight Thousand Three Hundred Eighty Six** dollars (**\$48,386**). 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 **Two Hundred Twenty Five (225)** 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, but only to the extent caused by the negligence, recklessness or intentional wrong conduct, 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 \$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 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 or insolvent, makes a general assignment for the benefit of creditors, has a trustee or receiver appointed for its property, or files a petition to take advantage of any debtor's act;
- (d) DESIGN CONSULTANT fails or refuses to perform any obligation under the 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 _____ 2014.

CITY OF CHANDLER

DESIGN CONSULTANT:

MAYOR Date

By: THOMAS DURKIN
Title: PRINCIPAL

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

ADDRESS FOR NOTICE
durkin architects, LLC
521 WEST LYNWOOD ST
PHOENIX AZ
Phone: 602 329 0973
Fax: 480.907.3409

ATTEST:

City Clerk

ATTEST: If Corporation

Secretary

APPROVED AS TO FORM:

City Attorney by: [Signature] SEAL

EXHIBIT A SCOPE OF WORK

Background

The Chandler Downtown Library located at 22 South Delaware Street, Chandler, Arizona was constructed in 1996. The Copper Room was used as Council Chambers until 2011 when new Council Chambers were constructed as part of City Hall. Renovations to the Cooper room and adjacent interview, video, and storage rooms are needed to provide better functionality and flexibility as meeting, presentation, and programing spaces.

DESIGN CONSULTANT shall provide the following services:

Schematic design, design development, construction documents, and bidding assistance for renovation of approximately 5,100 square feet of the existing Chandler Downtown Library's Copper Room and adjacent interview, video, and storage rooms, including:

- Removal, replacement, addition, and/or modifications of walls and ceilings (including maintaining structural components of walls, if any), flooring, window coverings, doors and hardware, and painting
- Assistance in selection and procurement of furniture, fixtures, and equipment (FF&E) items under separate contracts between City and vendors, for items not specifically included in renovation bid documents.
- Modifications to HVAC and lighting
- Modifications and/or upgrades to multimedia equipment, information technology and data capabilities
- Utilize GASP principles (Graphics, Ambience, Style and Presentation), developed by the Library, in selection of color, lighting, materials, interior furnishings, graphics, style of services, programs, etc.

Project Tasks shall be as follows:

Task 1.0: Project Meetings

- Task 1.1: Kick-off Meeting with Library Staff and Project Manager
- Task 1.2: Architect, Library Staff and Project Manager Conceptual/Schematic Design Meetings (3)
- Task 1.3: Architect, Library Staff and Project Manager Design Development Meetings (3)
- Task 1.4: Architect, Library Staff and Project Manager Meeting to Review and Approve 10% Complete Conceptual Design Drawings
- Task 1.5: Architect, Library Staff and Project Manager Meeting to Review and Approve 30% Complete Schematic Design Drawings
- Task 1.6: Architect, Library Staff and Project Manager Meeting to Review and Approve 60% Complete Design Development Drawings
- Task 1.7: Architect, Library Staff and Project Manager Meeting to Review and Approve 90% Complete Construction Documents
- Task 1.8: Architect to submit 100% complete Construction Documents Package to Project Manager

Task 2.0: Site Research, Data Collection, and Base Drawings

- Task 2.1: Archive, Research and Copy As-Built Record Drawings
- Task 2.2: Field Visit to Verify As-Built Record Drawings
- Task 2.3: Modify Design Base Drawings to Reflect As-Built Record Drawings
- Task 2.4: Prepare As-Built Drawings for Consultants' Base Drawings
- Task 2.5: Site Visit with Consultants to Review Base Drawings

Task 3.0: Schematic Design Phase

- Task 3.1: Code Review and Analysis
- Task 3.2: Develop Programming
- Task 3.3: Prepare Schematic Design Floor Plan
- Task 3.4: Prepare Schematic Design Furniture Plan
- Task 3.5: Prepare Schematic Design Millwork Drawings for Counters, Tables, Desks, etc.
- Task 3.6: Prepare Schematic Design Reflected Ceiling Plan
- Task 3.7: Prepare Schematic Design Interior Elevation/Wall Sections
- Task 3.8: Prepare Schematic Design Room Finish Schedule
- Task 3.9: Select Preliminary Colors, Finishes and Materials

- Task 3.10: Provide FF&E Coordination with Library's Vendors: Systems Furniture
- Task 3.11: Provide Signage Coordination with Library's Signage Vendor
- Task 3.12: Provide Finishes Coordination e.g. Painting, Carpet, etc. with Library Staff
- Task 3.13: Provide Electrical and Mechanical Coordination with City's Building Facilities Group
- Task 3.14: Review 30% Schematic Design Construction Cost Estimate
- Task 3.15: Prepare Outline Specifications

Task 4.0: Design Development Phase

- Task 4.1: Prepare Written Code Evaluation
- Task 4.2: Prepare Design Development Floor Plan
- Task 4.3: Prepare Design Development Furniture Plan
- Task 4.4: Prepare Design Development Millwork Drawings for Counters, Tables, Desks, etc.
- Task 4.5: Prepare Design Development Reflected Ceiling Plan
- Task 4.6: Prepare Design Development Interior Elevation/Wall Sections
- Task 4.7: Prepare Design Development Room Finish Schedule
- Task 4.8: Prepare Color, Finishes and Materials Board
- Task 4.9: Provide FF&E Coordination with Library's Vendors: Systems Furniture
- Task 4.10: Provide Signage Coordination with Library's Signage Vendor
- Task 4.11: Provide Finishes Coordination e.g. Painting, Carpet, etc. with Library Staff
- Task 4.12: Provide Electrical and Mechanical Coordination with City's Building Facilities Group
- Task 4.13: Review 60% Design Development Construction Cost Estimate
- Task 4.14: Prepare Final Specifications Index

Task 5.0: Construction Documents Phase

- Task 5.1: Prepare Final Code Evaluation
- Task 5.2: Prepare Demolition Floor Plan
- Task 5.3: Prepare Demolition Reflected Ceiling Plan
- Task 5.4: Prepare Final Dimensioned Floor Plan
- Task 5.5: Prepare Final Furniture Plan
- Task 5.6: Prepare Final Millwork Drawings for Counters, Tables, Desks, etc.
- Task 5.7: Prepare Final Reflected Ceiling Plan
- Task 5.8: Prepare Final Interior Elevation/Wall Sections
- Task 5.9: Prepare Final Architectural Details
- Task 5.10: Prepare Final Room Finish Schedule
- Task 5.11: Provide FF&E Coordination with Library's Vendors: Systems Furniture
- Task 5.12: Provide Signage Coordination with Library's Signage Vendor
- Task 5.13: Provide Finishes Coordination e.g. Painting, Carpet, etc. with Library Staff
- Task 5.14: Provide Electrical and Mechanical Coordination with City's Building Facilities Group
- Task 5.15: Review 100% Construction Documents Construction Cost Estimate
- Task 5.16: Prepare Final Specifications

Task 6.0: Bid assistance Phase

- Task 6.1: Respond to Bid questions

Works to be performed by sub-consultants are as follows and to be paid utilized specified allowances:

Mechanical Sub-Consultant

Saguaro Engineers, Inc. shall provide mechanical engineering consisting of:

- Prepare HVAC calculations for approximately 5,100 square feet of area of the building being remodeled formerly used as council chambers for the city. The space will be broken up into meeting rooms and multi-purpose use areas.
- Design the redistribution of air within the limits of the area of remodel so that airflow may be properly balanced for the use anticipated in each area.
- Return air register locations will be reviewed and adjusted so that proper return of air is maintained throughout the building.

Electrical Sub-Consultant

MW Engineering, Inc. shall provide electrical engineering design to convert the existing space into meeting and multi-purpose space consisting of:

- Engineering design and calculation. Calculations to be presented only to the degree necessary for verification of conformance with codes and ordinances to obtain permit.
- Final working drawings plotted and suitable for permit review and pricing.
- Final Specifications on plans.
- Provide 60% progress set.
- One (1) Site visit to confirm existing conditions.
- Review of shop drawings and submittals and office time during construction.
- One (1) meeting/consultation to assist the coordination of electrical items.
- Final equipment selections and recommendation.

Cost Estimating Sub-Consultant

Associated Construction Economists shall provide itemized construction cost estimating for:

- Schematic Design Estimate
- Construction Document Estimate

**EXHIBIT B
FEE SCHEDULE**

DESIGN CONSULTANT shall provide all services as described in Exhibit A for an amount not to exceed \$48,386.

Task	Description	Subtotal
1.0	Project Meetings	\$5,409.00
2.0	Site Research, Data Collection, and Base Drawings	\$1,741.00
3.0	Schematic Design Phase	\$7,700.00
4.0	Design Development Phase	\$10,000.00
5.0	Construction Documents Phase	\$14,500.00
6.0	Bid Assistance Phase	\$448.00
Direct Labor Sub-Total		\$39,798.00
Allowances		
1.0	Mechanical Sub-Consultant	\$3,750.00
2.0	Electrical Sub-Consultant	\$2,308.00
3.0	Cost Estimating Sub-Consultant	\$2,530.00
Allowances Sub-Total		\$8,588.00
Total		\$48,386.00

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: LI1301-201		
Name (as listed in the contract): durkin architects, LLC		
Street Name and Number: 521 W. LYNNWOOD ST		
City: PHX	State: AZ	Zip Code: 85003

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: THOMAS DURKIN

Title: PRINCIPAL

Date (month/day/year): 1.14.2014