



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
CP16-003**

**1. Agenda Item Number:**

31

**2. Council Meeting Date:**  
July 9, 2015

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** June 22, 2015

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Community & Neighborhood Services

**5. SUBJECT:** Design Consultant Contract award to Kimley-Horn and Associates, for Veterans Memorial – Phase 1.

**6. RECOMMENDATION:** Staff recommends City Council award a Design Consultant Contract to Kimley-Horn and Associates, for Veterans Memorial – Phase 1, Contract No. PR1307.202, in an amount not to exceed \$39,286.

**7. BACKGROUND/DISCUSSION:** Veterans Oasis Park is located on the northeast corner of Chandler Heights and Lindsey Roads. It is a 113 acre community park featuring an Environmental Education Center, a lake, an extensive network of trails, a Police Substation, as well as numerous recharge basins.

Shortly after the completion of the park in 2008, City staff began meeting with several local Veterans groups to develop a conceptual plan for a Veterans Memorial that would complement the park's existing amenities. This unique memorial will be located in the southwest corner of the park and will honor the men and women who have answered the call to duty. The memorial will offer a space for reflection by individuals and groups through a design that provides privacy from the surrounding land uses and roadways.

A feasibility study of a capital campaign to raise funds for the memorial was completed in 2011. Consequently, a Veterans Memorial Fundraising Campaign Committee was developed. Over the past three years, the capital campaign has raised over \$650,000 in funds and pledges, from individuals and businesses (including a generous donation of \$500,000 from the Gila River Indian Community) for the design, construction and maintenance of the memorial.

The design will feature a Family Plaza Overlook. This elevated plaza replicates the Arizona State Flag design and includes flags and a star-shaped overlook area with low walls including inscriptions recognizing the core values of Freedom, Recognition, Reflection, Sacrifice, Memories, and Family. The memorial will also include recognition for donors.

The dedication of the memorial is planned for late spring of 2016.

**8. EVALUATION PROCESS:** The Design Consultant was selected in accordance with State law. Staff reviewed the scope of work, billing rates, and total fee for this project, compared them to historical costs, and determined they are reasonable. Project design completion is 150 calendar days following Notice to Proceed.

**9. FINANCIAL IMPLICATIONS:**

Cost: \$39,286  
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>
417.4580.0000.6611.6PR633	Capital Grant	Veterans Memorial	Yes	\$39,286

**10. PROPOSED MOTION:** Move City Council award a Design Consultant Contract to Kimley-Horn and Associates for Veterans Memorial – Phase 1, Contract No. PR1307.202, in an amount not to exceed \$39,286.

**ATTACHMENTS:** Contract, Location Map, Rendering

**APPROVALS**

**11. Requesting Department**



Mickey Ohland, Park Development & Operations  
Manager

**13. Department Head**



Jennifer Morrison, Community & Neighborhood  
Services Director

**12. Transportation & Development**

Bob Fortier, Capital Projects Manager

**14. Acting City Manager**

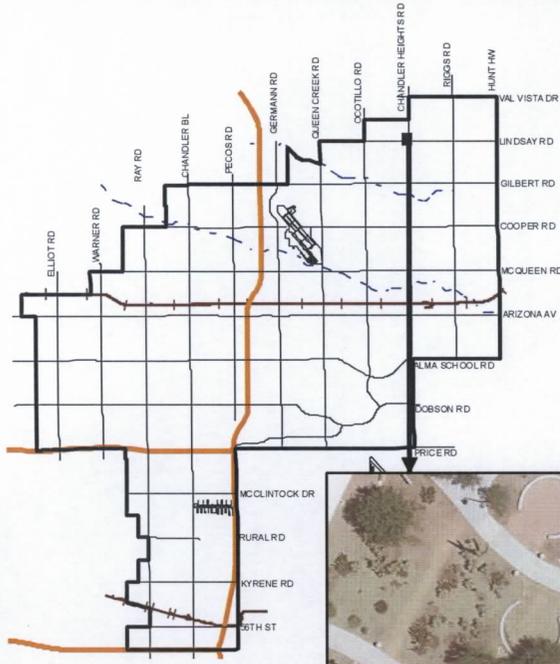


Marsha Reed



# VETERAN'S OASIS MEMORIAL - PHASE 1

## PROJECT NO. PR1307.202

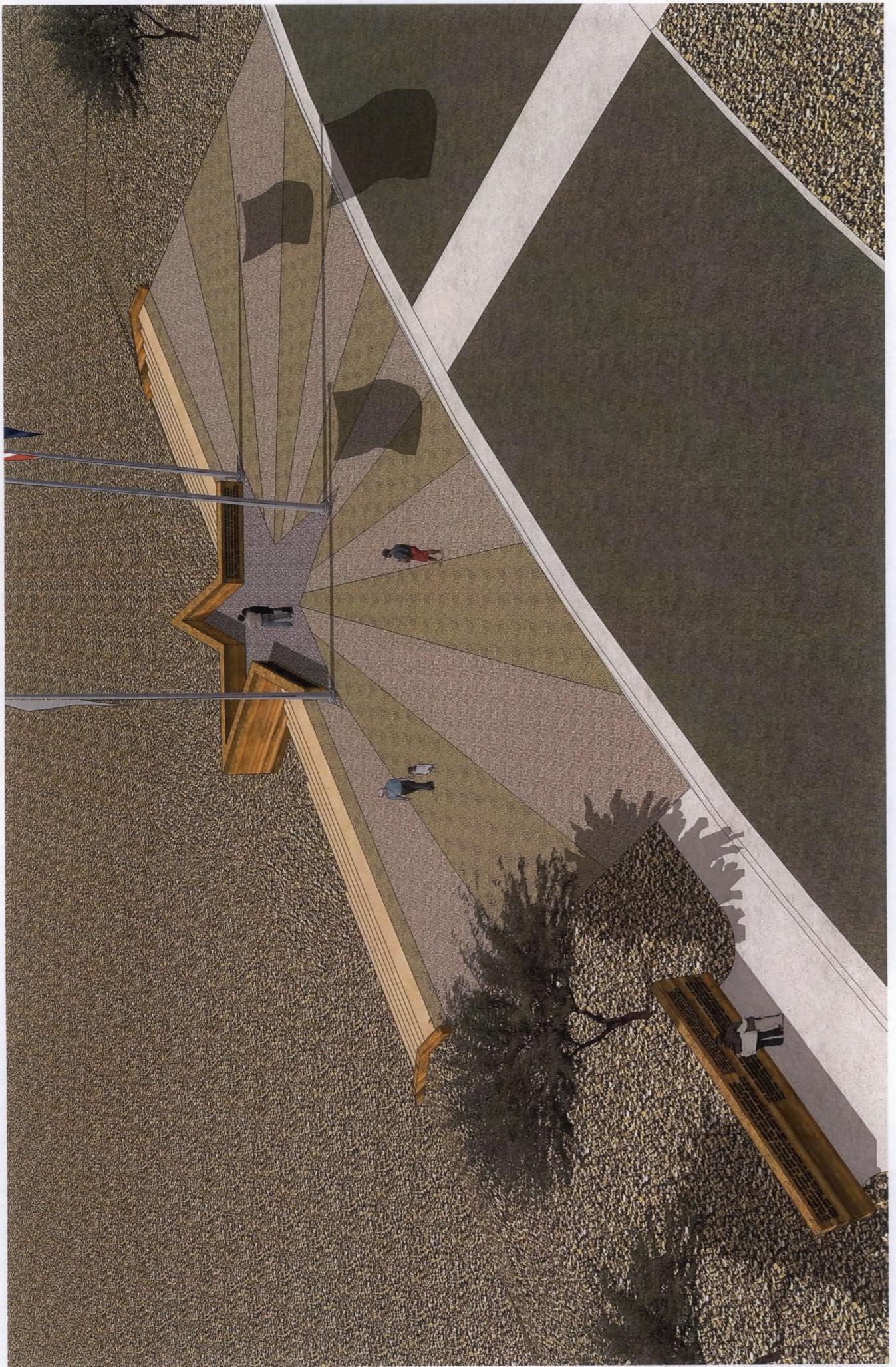


MEMO NO. CP16-003



PROJECT SITE





## DESIGN CONSULTANT SERVICES CONTRACT

PROJECT TITLE: **Veteran's Oasis Memorial – Phase 1**  
PROJECT NO: **PR1307.202**

This Contract is made and entered into by and between the City of Chandler, Arizona, a municipal Corporation, hereinafter called the CITY, and Kimley-Horn and Associates, a North Carolina Corporation, licensed to do business 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:

Professional design services for Phase 1 of the Veteran's Oasis Memorial at Veteran's Oasis Park at 4050 East Chandler Heights Road.

### 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 **Thirty Nine Thousand Two Hundred Eighty Six** dollars (\$39,286). 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 **One Hundred Fifty (150)** 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 [http://www.chandleraz.gov/content/UDM\\_SDnSpecs.pdf](http://www.chandleraz.gov/content/UDM_SDnSpecs.pdf). 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. The amount and type of insurance coverage requirements set forth in the Agreement will in no way be construed as limiting the scope of indemnity in this paragraph.

**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.

**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 \_\_\_\_\_ 2015.

CITY OF CHANDLER

DESIGN CONSULTANT:

\_\_\_\_\_  
MAYOR Date

By: Michael J. Hermann  
Title: Senior Vice President

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

ADDRESS FOR NOTICE  
7740 N. 16th Street  
Suite 300  
Phoenix, AZ 85020  
Phone: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST: If Corporation  
Secretary  
Secretary

\_\_\_\_\_  
City Attorney by: CA

ATTEST:

\_\_\_\_\_  
City Clerk

SEAL

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.

<b>Project Number/Division:</b> PR1307.202
<b>Name (as listed in the contract):</b> <i>Kimley-Horn and Associates</i>
<b>Street Name and Number:</b> <i>7740 N. 16<sup>th</sup> Street</i>
<b>City:</b> <i>Phoenix</i> <b>State:</b> <i>AZ</i> <b>Zip Code:</b> <i>85020</i>

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:** Michael J. Hermann

**Title:** Senior Vice President

**Date (month/day/year):** 6/30/2015

**EXHIBIT B  
FEE SCHEDULE**

<b>Task No.</b>	<b>Task Description</b>	<b>Subtotal</b>
<b>1.0</b>	<b>100% Design Documents</b>	<b>21,225</b>
1.1	Demolition Plans	249
1.2	Hardscape Plans & Details	4,360
1.3	Grading & Drainage Plans	4,982
1.4	Utility Coordination / Water Services Plans	996
1.5	Electrical Plan	1,373
1.6	Landscape & Irrigation Plans	4,360
1.7	Preliminary Drainage Report	1,246
1.8	Technical Specifications	436
1.9	100% Design Progress Meeting	1,043
1.10	Plan Permit and Review Process	218
1.11	Project Management / Quality Control	343
1.12	CMAR Coordination	810
1.13	100% Comment Resolution Meeting	810
<b>2.0</b>	<b>Final Construction Documents</b>	<b>11,061</b>
2.1	Demolition Plans	125
2.2	Hardscape Plans & Details	2,616
2.3	Grading & Drainage Plans	1,993
2.4	Utility Coordination / Water Services Plans	498
2.5	Electrical Plan	1,221
2.6	Landscape & Irrigation Plans	1,308
2.7	Horizontal Control Plans	498
2.8	Final Drainage Report	498
2.9	ESCP/SWPPP	498
2.10	Technical Specifications	436
2.11	Plan Permit & Review Process	218
2.12	Project Management / Quality Control	343
2.13	CMAR Coordination	810
<b>Subtotal Direct Design Labor</b>		<b>32,286</b>
Direct Expense Allowance		2,000
Owner's Allowance		5,000
<b>Subtotal Allowances</b>		<b>7,000</b>
<b>Total</b>		<b>39,286</b>

<b>TEAM ASSIGNMENTS AND LABOR RATES</b>		
<b>Classification</b>	<b>Person</b>	<b>Rate</b>
Principal In Charge	Jeff Kratzke	165.00
Landscape Designer	Randall Kopff	105.00
Engineering Designer	Sean Wozny	120.00
Project Engineer	Syntax	147.00

### **2.11 Final Plan Submittal**

DESIGN CONSULTANT shall compile all plans, reports and applications required for permit approval by the City and other applicable regulatory agencies. This shall include the drainage report, SWPPP plans and Utility Conflict Review. Any review and/or permitting fees shall be City's responsibility.

### **2.12 Project Management/ Quality Control**

DESIGN CONSULTANT shall perform Project Management tasks including monitoring the contract and project schedule and budget. DESIGN CONSULTANT shall perform Quality Control to ensure that contract documents provided to the City and/or other Agencies such as Maricopa County Environmental Services Department (MCESD) or MCFCD meet engineering standards and level of care for that submittal.

### **2.13 CMAR Coordination**

DESIGN CONSULTANT shall facilitate Meetings and/or coordinate (as needed) with the Contractor to discuss the project design progress and identify upcoming project milestones and action items.

### **Assumptions, Clarifications, and Exclusions:**

- 1) The existing 60% submittal was prepared by another Design Consultant firm utilizing the same specific personnel, which are now employed with DESIGN CONSULTANT.
- 2) Any review and/or permitting fees associated with the Utility/ Water Services Submittals shall be City's responsibility or reimbursed at cost using the Direct Expense Allowance.
- 3) DESIGN CONSULTANT to provide electronic PDF, Word, Excel, and AutoCAD files for all Construction Documents, Specifications, Reports and Permits.
- 4) It is assumed that adequate water pressure is available for the specified performance of the irrigation system. Pressure readings and/or booster pump station design is not included in irrigation plans.
- 5) Direct Expense Allowance shall be utilized to reimburse DESIGN CONSULTANT, at cost, for direct expenses such as printing, delivery, and permit costs.
- 6) Design shall be performed in accordance with latest City accepted building code requirements, including International Building Code (IBC) and National Electrical Code (NEC), and latest version of City standard details, specifications, and technical design manuals, such as Technical Design Manual #3: Storm Drainage System Design. Design shall
- 7) Owner's Allowance shall only be utilized with prior written authorization from the City.
- 8) Exclusions:
  - Construction GIS Survey Services
  - Off-site improvements (roads, utilities etc.)
  - Color exhibits and/or rendered Landscape and Hardscape plans, perspectives, and/or elevations
  - Permitting Fees
  - Bid Sets
  - Easement coordination not specified in the scope of work
  - Construction Administration Services

### **2.3 Grading & Drainage Plans**

DESIGN CONSULTANT shall finalize Grading and Drainage Plans which incorporate the 100% review comments from City Staff. Plans shall include contour grading for the Site with integrated drainage storage areas as identified in the drainage report. This shall include above ground storage as well as underground storage design. Spot elevations shall also be provided in the hardscape and plaza areas.

### **2.4 Utilities/ Water Services Plans**

DESIGN CONSULTANT shall provide information regarding the existing utilities within the Site. These plans shall include and address the 100% review comments from City Staff. Plans shall be refined and updated and include utility type, size, and vertical & horizontal location. Any utility relocation shall be identified and coordinated with City Staff. Plans shall include the water service point of connection(s). Plans shall accommodate water services for future phases, so that existing services do not need to be relocated or moved upon later phases and expansions. Any review and/ or permitting fees associated with the Utility/ Water Services Submittals shall be City's responsibility.

### **2.5 Electrical Plans**

DESIGN CONSULTANT shall finalize Electrical Plans which incorporate the 100% review comments from City Staff. Plans shall include proposed fixture and service locations, as well as, refined control and detail design. Plans shall accommodate electrical conduit and panel needs for future phases, so that existing services do not need to be relocated or moved upon later phases or expansions.

### **2.6 Landscape and Irrigation Plans**

DESIGN CONSULTANT shall complete the Landscape and Irrigation Plans which incorporate the 100% review comments from City Staff. Plans shall include specific plant material and placement throughout the Site. DESIGN CONSULTANT shall refine the irrigation design to include the point of connection, existing infrastructure / pressure and type of irrigation equipment.

### **2.7 Horizontal Control Plans**

DESIGN CONSULTANT shall prepare a detailed Horizontal Control Plan. The plan shall depict all key dimensions necessary for site construction of the onsite improvements including hardscape areas. Northing and easting information shall be utilized where more practical than dimensions. Necessary data and tie-in information that may be needed by CMAR to provide GIS level survey and as-built information shall be provided.

### **2.8 Final Drainage Report**

DESIGN CONSULTANT shall 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 shall provide any existing drainage studies or master drainage reports that correspond to the Site.

### **2.9 ESCP/SWPPP**

DESIGN CONSULTANT shall finalize ESCP to adhere to City, Arizona Department of Environmental Quality (ADEQ), and/or MCESD, which may be used by CMAR as their SWPPP in accordance with Best Management Practices (BMP's) and other criteria as generally accepted.

### **2.10 Technical Specifications**

DESIGN CONSULTANT shall develop Technical Specifications based on the Final Plans that are in accordance with City of Chandler standard specifications and details, City supplements to Maricopa Association of Governments (MAG), and MAG standard specifications and details. Specifications shall incorporate the 100% review comments from City Staff, CMAR, and The Cabinet.

CONSULTANT shall prepare Erosion and Sediment Control Plans (ECSP) that may be used by CMAR as their Storm Water Pollution Prevention Plan (SWPPP).

### **1.8 Technical Specifications**

DESIGN CONSULTANT shall develop Technical Specifications based on the 100% Plans that are in accordance with City of Chandler standard specifications and details, City supplements to Maricopa Association of Governments (MAG), and MAG standard specifications and details. Specifications shall also incorporate the 60% review comments from City Staff, CMAR, and The Cabinet.

### **1.9 100% Design Progress Meeting**

DESIGN CONSULTANT shall facilitate a 100% Design Progress Meeting with City Staff and Construction Manager At Risk (CMAR) 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.

### **1.10 Plan Permit and Review Process**

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

### **1.11 Project Management/ Quality Control**

DESIGN CONSULTANT shall perform Project Management tasks including monitoring the contract and project schedule and budget. DESIGN CONSULTANT shall perform Quality Control to ensure that contract documents provided to the City and/or other Agencies such as Maricopa County Environmental Services Department (MCESD) or MCFCD meet engineering standards and level of care for that submittal.

### **1.12 CMAR Coordination**

DESIGN CONSULTANT shall facilitate Meetings and/or coordinate (as needed) with the CMAR to discuss the project design progress and identify upcoming project milestones and action items.

### **1.13 100% Comment Resolution Meeting**

DESIGN CONSULTANT shall facilitate a 100% Comment Resolution Meeting to address comments from City Staff and establish direction and resolution. DESIGN CONSULTANT shall compile all review comments and prepare an initial response to each in a tabular format, which shall 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 2.0 Final Construction Documents (CD's)**

DESIGN CONSULTANT shall prepare final signed and sealed permit construction documents for Phase 1 as shown in the project phasing plan graphic and as outlined in further detail below:

### **2.1 Demolition Plans**

DESIGN CONSULTANT shall complete Demolition Plans which account for all on & off-site elements directly affected by the design and pending construction which shall be removed, salvaged and/ or relocated. Plans shall incorporate the 100% review comments from City Staff.

### **2.2 Hardscape Plans and Details**

DESIGN CONSULTANT shall finalize the Hardscape Plans and Details which incorporate the 100% review comments from City Staff. Refined details shall be provided for paving, walls, fences, and other custom elements that are proposed. Enlarged plans for areas that shall require more detailed information for construction shall be shown as needed.

## **EXHIBIT A SCOPE OF WORK**

DESIGN CONSULTANT shall provide the following services for Veteran's Oasis Park – Phase 1:

### **Task 1.0 100% Design Documents**

DESIGN CONSULTANT shall prepare 100% design documents for Phase 1 as shown in the project phasing plan graphic and as outlined in further detail below:

#### **1.1 Demolition Plans**

DESIGN CONSULTANT shall prepare Demolition Plans which account for all on and off-site elements directly affected by the design and pending construction which shall be removed, salvaged and/or relocated.

#### **1.2 Hardscape Plans and Details**

DESIGN CONSULTANT shall develop Hardscape Plans and Details which incorporate the 60% review comments from City Staff. Refined details shall be provided for paving, walls, fences, and other custom elements that are proposed. Enlarged plans for areas that shall require more detailed information for construction shall be shown as needed.

#### **1.3 Grading & Drainage Plans**

DESIGN CONSULTANT shall provide Grading and Drainage Plans which incorporate the 60% review comments from City Staff. Plans shall include contour grading for the Site with integrated drainage storage areas as identified in the drainage report. Spot elevations shall also be provided in the hardscape and plaza areas.

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#### **1.7 Final Drainage Report**

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