



**PURCHASING ITEM
FOR
COUNCIL AGENDA
CP16-004**

1. Agenda Item Number:

36

2. Council Meeting Date:

July 9, 2015

TO: MAYOR & COUNCIL

3. Date Prepared: June 25, 2015

THROUGH: CITY MANAGER

4. Requesting Departments: Police and Fire, Health & Medical

5. SUBJECT: Professional Services Contract with McClaren, Wilson, & Lawrie, Inc., for design of the Public Safety Training Center.

6. RECOMMENDATION: Staff recommends City Council approve a Professional Services Contract with McClaren, Wilson, & Lawrie, Inc., for design of the Public Safety Training Center, Contract No. PD1302.202, in an amount not to exceed \$2,090,936.33.

7. BACKGROUND/DISCUSSION: The 2014 Chandler Police Department Facilities Master Plan identified the need for additional police training facilities. The \$2,090,936.33 contract is for design of both phase one and phase two of a Public Safety Training Center incorporated into the existing Fire Training Facility at 3550 S. Dobson Road on a parcel donated to the City by Intel. The approximately 76,000 square foot center will be used by the Police and Fire, Health & Medical Departments and includes, in phase one, an administration and academic building and a shared auditorium; and in phase two, a firing range and classroom building, tactical village structures, and a large vehicle building.

The scope of work includes project administration, programming, schematic design, design development, construction documents, and bidding assistance.

8. EVALUATION PROCESS: A Request for Qualifications was issued on January 23, 2015. Staff received Statements of Qualifications from seven firms. On March 9, 2015, the 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 completion time is 610 calendar days following the Notice to Proceed.

9. FINANCIAL IMPLICATIONS:

Cost: \$2,090,936.33

Savings: N/A

Long Term Costs: N/A

Fund Source:

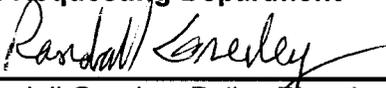
<u>Account No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
460.2100.5219.6PD646	Gen. Obligation Bond	Police	Yes	\$968,000.00
202.2010.5219	Police Forfeiture Funds	Police	No	\$662,930.34
401.2250.5219.6FI646	Gen. Government Capital Projects	Public Safety Training Center	Yes	\$460,005.99

10. PROPOSED MOTION: Move City Council approve a Professional Services Contract with McClaren, Wilson, & Lawrie, Inc., for design of the Public Safety Training Center, Contract No. PD1302.202, in an amount not to exceed \$2,090,936.33.

ATTACHMENTS: Contract, Location Map

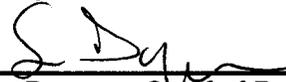
APPROVALS

11. Requesting Department



Randall Greeley, Police Planning & Research
Manager

14. Department Head



Sean Duggan, Chief of Police

12. Requesting Department



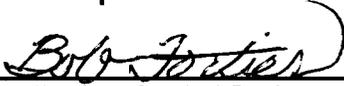
Thomas Dwigins, Assistant Fire Chief

15. Department Head



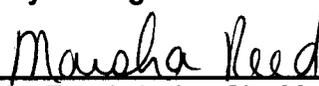
Jeff Clark, Fire Chief

13. Transportation & Development



Bob Fortier, Capital Projects Manager

14. City Manager



Marsha Reed, Acting City Manager



PUBLIC SAFETY TRAINING CENTER PROJECT NO. PD1302.202



MEMO NO. CP16-004



PROJECT SITE



PROFESSIONAL SERVICES CONTRACT

Project Name: Public Safety Training Center
Project No. PD1302.202

THIS CONTRACT is made and entered into this ____ day of _____, 2015, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and McClaren, Wilson & Lawrie, Inc. (MWL), an Arizona corporation, hereinafter referred to as "CONSULTANT".

WHEREAS, the Mayor and City Council of the City of Chandler is authorized and empowered by provisions of the City Charter to execute contracts for professional services; and

WHEREAS, CONSULTANT represents that CONSULTANT has the expertise and is qualified to perform the services described in the Contract.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATOR:

1.1 To provide the professional services required by this Contract CONSULTANT shall act under the authority and approval of City Engineer or designee, (the Contract Administrator), who shall oversee the execution of this Contract, assist the CONSULTANT with any necessary information, audit billings, and approve payments. The CONSULTANT shall channel reports and special requests through the Contract Administrator.

1.2 CITY reserves the right to review and approve any/all changes to CONSULTANT'S key staff assigned to the CITY project by the firm during the term of this Contract.

2. SCOPE OF WORK:

CONSULTANT shall provide those services described in Exhibit A1 and Exhibit A2 attached hereto and made a part hereof by reference.

3. ACCEPTANCE AND DOCUMENTATION:

Each task shall be reviewed and approved by CITY to determine acceptable completion. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract, shall be and remain the property of CITY and shall be delivered to CITY before final payment is made to CONSULTANT.

4. FEE SCHEDULE:

For the services described in paragraph 2 of this Contract, CITY shall pay CONSULTANT a fee not to exceed the sum of Two Million Ninety Thousand Nine Hundred Thirty Six dollars and Thirty Three cents (\$2,090,936.33) in accordance with the fee schedule attached hereto as Exhibit B1 and Exhibit B2 and incorporated herein by reference.

5. TERM:

Following execution of this Contract by CITY, CONSULTANT shall immediately commence work and shall complete all services described herein within Six Hundred Ten (610) calendar days from the date hereof.

6. TERMINATION FOR CAUSE:

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

- (a) CONSULTANT abandons Work;
- (b) CONSULTANT assigns or attempts to assign its rights or obligations under this Contract or any part thereof to any third-party (without the prior written consent of CITY;
- (c) CONSULTANT is adjudged bankrupt or insolvent, makes a general 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) 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) CONSULTANT fails to comply with any applicable Laws and fails to remedy such nonperformance within seven (7) days after its occurrence;
- (f) CONSULTANT fails to achieve the required dates for performance required pursuant to the Contract.

7. 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 CONSULTANT specifying the termination date. Immediately after receiving such notice, CONSULTANT shall discontinue advancing the work under this Contract and shall deliver to the CITY all drawings, notes, calculations, sketches and other materials entirely or partially completed, together with all unused materials supplied by the CITY.

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

8. 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.

9. INDEMNIFICATION:

To the fullest extent permitted by law, but only to the extent caused by the negligence, recklessness or intentional wrong conduct, 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 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 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.

10. INSURANCE REQUIREMENTS:

1. General.

A. At the same time as execution of this Contract, 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. 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 CONSULTANT from liabilities that might arise out of the performance of the Contract services under this Contract by CONSULTANT, its agents, representatives, employees, subcontractors, sublicensees or subconsultants and 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 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, CONSULTANT shall execute a written Contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of CONSULTANT in this Contract. 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. CONSULTANT shall provide coverage with limits of liability not less than those stated below.

Contract is in effect, an employee of any other party to this Contract in any capacity, or a consultant to any other party of this Contract with respect to the subject matter of this Contract.

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

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

13.2 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.

13.3 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.

14. ARIZONA LAW:

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

15. REQUIRED COMPLIANCE WITH ARIZONA PROCUREMENT LAW:

Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Consultant hereby warrants to the City that the Consultant and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty (Exhibit C) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

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

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

The provisions of this Article must be included in any contract the Consultant enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Consultant or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

16. **NOTICES:**

All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this ____ day of _____, 2015.

CITY OF CHANDLER

CONSULTANT

MAYOR Date

By: Dana Wilson
Title: Sr. Principal/President

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

ADDRESS FOR NOTICE
McClaren, Wilson & Lawrie, Inc.
8705 N. Central Ave.
Phoenix, AZ 85020
Phone: 602-331-4141

APPROVE AS TO FORM

ATTEST: If Corporation

City Attorney by: [Signature]

Secretary

ATTEST:

City Clerk

SEAL

EXHIBIT A1 SCOPE OF WORK

PROJECT DESCRIPTION

The Public Safety Training Center Project consists of providing project administration, programming, schematic design, design development, pre-final design, construction documents, and bidding assistance for approximately 76,000 square feet of building facilities, located at the existing Fire Training Facility at 3550 South Dobson Road, Chandler, Arizona, 85248, and the adjacent five-acre parcel to the south, parcel number 303-49-140A.

The 2014 Chandler Police Department Facilities Master Plan identified the need for additional police training facilities. The center will be used by the Police, Fire, Health and Medical, departments and includes an administration and academic building, police training building, shared auditorium, firing range, classroom building, tactical village structures, and large vehicle building. The fire training components of this center will complete items that were not constructed previously, due to the downturn in the economy. The project shall provide a Public Safety Training Center that meets the training needs for the Police and Fire Departments, and shall be constructed by a low bid construction contractor in two phases. The administration and academic building and a shared auditorium shall be Phase One and a firing range, classroom building, tactical village structures, and large vehicle building shall be Phase Two.

DESIGN CONSULTANT shall include the following at the center:

- Police training staff spaces of approximately 4,000 square feet (SF).
- Classrooms, offices and support staff spaces of approximately 17,000 SF including restrooms, showers, lockers, reception area, conference rooms, break room, and storage.
- Police firing range approximately 19,500 to 25,500 SF.
- Tactical village and training structures approximately 6,600 SF.
- Multi-purpose 250 seat auditorium approximately 7,100 SF.
- Fire training staff space of approximately 3,500 SF.
- Large vehicle apparatus bay and mezzanine approximately 12,500 SF.
- Public and secure parking for 130 vehicles.
- Special systems: telephone, computer network data, access control security, fire alarm, intercom, audio/visual, energy management system, backup generator.
- Survey tied into the overall boundary of the existing fire training facility, but the entire CITY property will not be surveyed.
- Site Improvements/Utilities: potable water, sewer, reclaimed landscape irrigation.

PROJECT TASKS

CONSULTANT shall provide design services for low bid construction of the project including, but not limited to architectural, landscape architectural, structural engineering, civil engineering, geotechnical engineering, mechanical engineering, plumbing, electrical engineering, fire protection, and special systems. CONSULTANT shall perform the following tasks:

1. Project Administration

- CONSULTANT shall conduct and prepare agenda and distribute meeting minutes from regular workshops, progress meetings, and comment resolution meetings identifying information and decisions made at meeting and action items from each meeting.
- Coordinate with utilities in up to eight (8) coordination meetings.
 - i. Identify utility easements.
 - ii. Determine utility facilities that may be abandoned or deactivated.
 - iii. Field verify horizontal and vertical locations of all utilities within the project limits using potholing and prepare base maps detailing all existing utility data and transmit to all existing utility companies for verification and comments. Send project plans and utility conflict review letters to utility companies at each submittal and incorporate appropriate any utility comments into design.
 - iv. Identify utility conflicts and recommend mitigation measures, including reviewing plans for new utility services and relocation plans to avoid creation of utility conflicts, clearance, and grade coverage.
 - v. Facilitate utility design to relocate any existing facilities, when appropriate. Review all utility plans for constructability and potential conflicts.
 - vi. Prepare utility clearance letter, providing review of proposed utility plans, conflict evaluation, and general considerations during construction.
- Coordinate with sub-consultants, the CITY, other stakeholders, adjacent project consultants and contractors, and external agencies, such as Maricopa County Department of Environmental Services (MCESD) as appropriate to ensure construction activities are permitted and coordinated for construction to start immediately after award of CITY's construction contract.
- Institute a Quality Assurance and Quality Control (QA/QC) Plan established for the project. The QA/QC Plan shall include code compliance and constructability review of the plans. Following each review, CONSULTANT shall review the CITY's comments and prepare a comment resolution plan. CONSULTANT shall provide a matrix that summarizes the comments and indicates whether the comment was incorporated or provides justification for not implementing the change noted in the plan review comments. CONSULTANT shall provide the comment matrix to the CITY one week prior to the Comment Resolution Meeting. All comments shall be incorporated unless otherwise authorized by the CITY.
- Perform regular budget and schedule monitoring. Prepare progress reports, to be submitted at minimum with invoices. If any milestone items in the project schedule below are delayed by more than a week, CONSULTANT shall include in progress report explanation for schedule changes and plan for getting back on schedule. CONSULTANT shall take all reasonable action to get the project back on schedule and CITY shall cooperate to assist. Budget monitoring includes this contract as well as value engineering to manage the overall project budget.

i.	Notice To Proceed (NTP)	0
ii.	Programming	NTP + 4 Week
iii.	Data Collection/Survey	NTP + 4 Weeks
iv.	Conceptual Design Submittal	NTP + 8 Weeks
v.	50% Design Development Submittal – Phase One	NTP + 20 Weeks
vi.	100% Design Submittal – Phase One	NTP + 30 Weeks
vii.	Construction Submittal – Phase One	NTP + 40 Weeks
viii.	Pre-Bid Meeting – Phase One	NTP + 43 Weeks
ix.	50% Design Development Submittal – Phase Two	NTP + 63 Weeks
x.	100% Design Submittal – Phase Two	NTP + 73 Weeks
xi.	Construction Submittal – Phase Two	NTP + 83 Weeks
xii.	Pre-Bid Meeting – Phase Two	NTP + 86 Weeks

2. Programming

- Perform document search for existing information and keep log of information collected including, but not limited to, as-builts, related design studies and reports, geotechnical investigations, traffic data and projects, maintenance records, master plans, rights-of-ways, survey ties and benchmarks, computer model data and surveys, and drawings of developments planned within the project area.
- Conduct and document up to three (3) workshops/meetings to validate the project requirements: facility needs, building space requirements and amenities, site requirements. Meetings may include field visits/site visits and tours of other existing facilities.
- Perform survey to establish horizontal and vertical control throughout the project limits based on the datum specified by the CITY. Survey control for the project shall be in accordance with CITY requirements. The horizontal survey data used for the project shall be presented in State Plane Coordinates, North American Datum of 1983 (NAD 83) 1992 epoch, and Arizona Central Zone, International Foot. Vertical datum shall be referenced to the North American Vertical Datum of 1988 (NAVD 88), International Foot. Perform a full topographic survey of all existing features including, but not limited to, curb and gutter, median curb, catch basins, scuppers, water meter boxes, water and gas valves, manholes, utility poles and guy wires, traffic signal poles, utility boxes, fences, trees, mailboxes, public and private irrigation, plants and shrubs.

3. Schematic Design

- Prepare preliminary site plan for preliminary technical review and identify all necessary offsite improvements such as streets and utilities. Prepare preliminary elevation drawings and perspective sketch of the exterior with outline specifications and updated construction cost estimate. Prepare exhibits renderings, computer graphic “fly-around”, and displays and present design at up to two (2) City Council and/or other CITY meetings.
- Conduct and document up to four (4) design meetings with CITY.

4. Design Development (50%) – Phase One

- Prepare preliminary design plans with vertical sections across the site and through buildings, floor plans, and elevations drawings including respective disciplines (architectural, structural, mechanical, plumbing, electrical, fire protection (MP&E), civil engineering, landscape architecture) for Phase One and Phase Two facilities. Submittal

documents shall fix and describe the size and character of the design elements including materials. Design installation of utilities which includes, but is not limited to, services for electric, communications, water, storm drainage, irrigation, and sanitary systems. Prepare structural, electrical, and mechanical calculations.

- Prepare preliminary specifications.
- Prepare preliminary construction cost estimate. Prepare mass model, volumetric measures and earthwork quantities.
- Perform drainage analysis and provide preliminary drainage report with solutions to mitigate runoff.
- Perform geotechnical investigation of subsurface soil and existing pavement conditions for entire site (Phase One and Phase Two). Prepare preliminary geotechnical report including results of lab testing that provide index, compressibility, expansion, and chemical characteristics of subsurface soil conditions and provide engineering parameters for design of excavation, utility installation, paving, and foundation. Investigation will include review of geologic literature and aerial photographs of the project site, visual reconnaissance, auger borings to appropriate depths, and percolation tests 3 feet in depth for proposed drainage retention basin areas.
- Conduct and document up to four (4) design meetings with CITY.

5. Pre-Final Design (100%) – Phase One

- Prepare design documents (plans, specifications, and cost estimate) for CITY building and civil permit review and other relevant permit agencies, such as MCESD.
- Prepare final drainage and geotechnical reports. The final geotechnical report shall contain vicinity maps depicting the project limits, plans showing the boring locations, narrative descriptions of the surface and subsurface conditions, laboratory test results and geotechnical recommendations related to excavation characteristics, bedding material, backfilling guidelines, subgrade support for new pavements, pavement design recommendations, re-use of on-site soils for engineered fill, and foundations.
- Conduct one (1) comment resolution meeting with CITY.

6. Construction Documents – Phase One

- Prepare construction documents (plans, specifications, and construction cost estimate with bid schedule) with appropriate professional seals and signatures.

7. Bidding Assistance – Phase One

- Attend pre-bid meeting.
- Assist CITY in responding to pre-bid questions, review of approved equals, and preparation of addenda, as needed.

8. Design Development (50%) - Phase Two

- Prepare preliminary design plans with vertical sections across the site and through buildings, floor plans, and elevation drawings, including respective disciplines (architectural, structural, mechanical, plumbing, electrical, fire protection (MP&E), civil engineering, landscape architecture). Submittal documents shall fix and describe the size and character of the design elements, including materials. Design installation of utilities which includes, but is not limited to, services for electric, communications, water, storm drainage, irrigation, and sanitary systems.

- Prepare structural, electrical, and mechanical calculations.
- Prepare preliminary specifications.
- Prepare preliminary construction cost estimate. Prepare mass model, volumetric measures, and earthwork quantities.
- If needed, perform updated drainage analysis and provide preliminary drainage report with solutions to mitigate runoff.
- Conduct and document up to two (2) design meetings with the CITY.

9. Pre-Final Design (100%) – Phase Two

- Prepare design documents (plans, specifications, and cost estimate) for CITY building and civil permit review and other relevant permit agencies, such as MCESD.
- If needed, prepare updated final drainage and geotechnical reports. The final geotechnical report shall contain vicinity maps depicting the project limits, plans showing the boring locations, narrative descriptions of the surface and subsurface conditions, laboratory test results and geotechnical recommendations related to excavation characteristics, bedding material, backfilling guidelines, subgrade support for new pavements, pavement design recommendations, re-use of on-site soils for engineered fill, and foundations.
- Conduct one (1) comment resolution meeting with the CITY.

10. Construction Documents – Phase Two

- Prepare construction documents (plans, specifications, and construction cost estimate with bid schedule) with appropriate professional seals and signatures.

11. Bidding Assistance – Phase Two

- Attend pre-bid meeting.
- Assist CITY in responding to pre-bid questions, review of approved equals, and preparation of addenda, as needed.

CLARIFICATIONS, ASSUMPTIONS, & EXCLUSIONS

- The CITY shall provide, at no cost, any available reports, as-builts, and project information.
- CITY plan review fees to be paid directly by the CITY.
- Assumed easements for new services to provide utilities to the site are not needed.
- CONSULTANT shall submit plans full size (24" by 36") and half size (12" by 18") bond print set with each submittal and reproducible electronic PDFs and original file electronic formats (AutoCAD, BIM, Word, Excel, etc.) with base and reference files with each milestone submittal. Payment for tasks shall be directly correlated with completion of milestone submittals. Word and PDF format of specifications shall be provided with each milestone submittal. Excel and PDF format of estimates shall be provided with each submittal. The final construction documents include submittal of mylar cover sheet with signed professional seals.
- CONSULTANT shall prepare applicable permit applications and any additional documents necessary for permit approval of construction documents with each milestone submittal.
- Phase One shall coordinate and include all necessary underground utility infrastructure and mass grading to avoid impacting use of Phase One facilities during construction of Phase Two facilities and allow for Phase Two facilities to be constructed with minimal to no demolition or reconstruction of site facilities. Each phase shall have separate construction document

submittals, but actual construction time between phases may overlap or may have several months' separation.

- Sub-consultant, Corgan Associates, Inc., shall perform supplemental architectural services.
- Sub-consultant, Rider Levett Bucknall (RLB), Ltd., shall prepare cost estimate and bid schedules.
- Sub-consultant, Norris Design, Inc., shall perform landscape architectural services.
- Sub-consultant, Convergent Technologies Design Group, Inc. (CT), shall perform special systems engineering services.
- Sub-consultant, KPFF, Inc., shall perform structural, survey, and civil engineering services including grading, drainage, and wet utility services.
- Sub-consultant, Premier Engineering Corporation, shall perform geotechnical engineering services.
- Sub-consultant, Taylor Rymar Corporation (TRC), shall perform mechanical, plumbing, electrical, and fire protection services.
- Direct expense allowance shall be utilized to reimburse items such as mileage, printing, delivery, and external permit fees at cost (no markup) with appropriate backup or copies of incurred invoice expense.
- Owner's allowance shall only be utilized with prior written approval from the CITY.
- CONSULTANT shall coordinate this project with design services being performed by separate architect, Perlman Architects of Arizona, Inc., on the FI1503.201 Fire Training Center Expansion. Coordination may include bidding and construction of the two projects as one construction package.

**EXHIBIT A2
TEAM ASSIGNMENTS**

Discipline/Task	Classification	Person
McClaren, Wilson & Lawrie, Inc. (MWL)		
Principal in Charge	Senior Principal	David Wilson
Project Manager	Senior Architect	Rick Rehfeldt
Architect	Architect	Fernando Salzar
Technical / Administrative Support	Administrative Assistant	Liane Campbell
Corgan		
Project / Team Oversight	Principal	Staci Seyer
Project Manager / Designer	Project Manager	Brady Rewerts
Specification Writer	Specification Staff	
Project Architect	Architect	Kyle Miller
Interior Design Architect	Interior Designer	Jessica Nollman
Administrative	Administrative Assistant	Marina Abalos
KPFF Consultants		
Structural Principal	Principal	Tim Sepper
Structural Project Manager	Project Manager	Andrew Coffey
Senior Project Engineer	Senior Engineer	Martin Puhlmann
Structural Project Engineer	Engineer	Eric Domingo
Civil Principal	Principal	Ali Khamsi
Civil Project Manager	Project Manager	Omar Maciel
Civil Project Engineer	Engineer	Aneta McHenry
Survey	Survey Manager	
Premier Engineering Corporation		
Geotechnical	Geotechnical Engineer	Shameem Dewan
Convergent Technologies		
Principal in Charge	Principal	Paul Corraine
Design Principal	Project Manager	Bill Holaday
Telecommunications System Designer	Designer	Brain Whitlock
Audiovisual Systems Designer	Designer	Albert Dwan
Acoustics Designer	Designer	Austin Edell
Taylor Rymar Corporation		
Principal – Mechanical / Fire Protection	Team Project Manager	Mario Torregrossa
Mechanical Engineer	HVAC Engineer	Roy Sticker
Senior Mechanical Engineer	Senior Engineer	Mike Rogers
Principal – Electrical	Electrical Engineer	Joel DeHaven
Senior Electrical Engineer	Senior Engineer	Carlos Landa
Senior Electrical Engineer	Senior Engineer	Andy Nathel
Office Manager	Administrative Assistant	Nichole Collins
Rider Levett Bucknall (RLB)		
Senior Vice President	Project Manager	Scott Macpherson
Senior Cost Manager	Estimator	Martin Grace
Norris Design		
Principal in Charge	Principal	Doug Craig
Project Manager	Landscape Architect	Joel Thomas
Landscape Designer	Designer	Greg Rowan
Irrigation Designer	Designer	Jason Kuklinski

**EXHIBIT B1
FEE SCHEDULE**

Task	Description	Subtotal
1	Project Administration	49,355.00
	• Progress Team Meetings (12)	15,760.00
	• Utility Coordination (4 meetings)	2,050.00
	• Sub-Consultant, Agency, and Stakeholder Coordination	12,965.00
	• QA/QC	8,200.00
	• Billing & Progress reports	10,380.00
2	Programming	24,400.00
	• Document Search and Log	6,660.00
	• Validation Workshops & Program (4)	17,740.00
3	Schematic Design (30%)	74,050.00
	• Schematic Design Documents	59,860.00
	• Design Meetings (4)	14,190.00
4	Design Development (50%)	89,180.00
	• Design Development Documents	67,210.00
	• Specifications	14,840.00
	• Design Meetings (4)	7,130.00
5	Pre-final Design (100%)	88,580.00
	• Pre-final Design Documents	73,760.00
	• Specifications	11,770.00
	• Cost Estimate	2,730.00
	• Comment Resolution Meeting (1)	320.00
6	Final Design/Construction Documents	81,305.00
	• Final Construction Documents	66,535.00
	• Final Specifications	12,060.00
	• Final Cost Estimate	770.00
	• Bid Schedule	1,940.00
7	Bidding Assistance	4,610.00
	• Pre-Bid Meeting	320.00
	• Addenda(s)	4,290.00
Subtotal Direct Labor		411,480.00
Allowances and Sub-Consultants		1,453,044.00
	Corgan - Architectural Sub-consultant	411,470.00
	Norris Design - Landscape Sub-consultant	16,100.00
	Convergent Technologies - Special Systems Sub-consultant	135,900.00
	KPFF - Survey, Civil & Structural Sub-consultant	265,602.00
	Taylor Rymar Corporation - MP&E, Fire Protection Sub-consultant	346,600.00
	Rider Levett Bucknall - Cost Estimating Sub-consultant	71,400.00
	Premier Engineering Corp, - Geotechnical Sub-consultant	15,972.00
	Direct Expense Allowance	20,000.00
	Owner's Allowance	170,000.00
TOTAL FEE		1,864,524.00

**EXHIBIT B1
FEE SCHEDULE**

Classification	Rate	Unit
CONSULTANT		
Senior Principal	\$225.00	Hourly
Project Manager	\$160.00	Hourly
Architect	\$110.00	Hourly
Administrative Support	\$85.00	Hourly
Full-size bond plots	\$0.05	Sheet
Full-size Mylar plots	\$10.50	Sheet
Delivery	\$15.00	Each
Corgan		
Principal	\$190.00	Hourly
Project Manager	\$125.00	Hourly
Project Architect	\$115.00	Hourly
Specifications Staff	\$130.00	Hourly
Designer	\$95.00	Hourly
Architectural Staff	\$85.00	Hourly
Interior Designer	\$ 75.00	Hourly
Administrative Support	\$70.00	Hourly
KPFF		
Principal In-charge	\$179.00	Hourly
Senior Civil Engineer	\$162.00	Hourly
Project Engineer / Project Manager	\$139.00	Hourly
Project Engineer	\$110.00	Hourly
Design Engineer	\$97.00	Hourly
Design CAD Technician	\$80.00	Hourly
Administrative Support	\$59.00	Hourly
Survey Manager	\$105.00	Hourly
Survey Crew	\$125.00	Hourly
Aerial Map	\$9,185.00	Each
Premier Engineering		
Engineer	\$132.00	Hourly
Pothole (with ½ slurry & hot patch)	\$150.00	Each
Traffic Control	\$60.00	Each
Off Duty Police Officer	\$63.13	Hourly
County Permits	\$750.00	Allowance
Convergent Technologies		
Specialty Designers	\$150.00	Hourly
Taylor Rymar Corporation		
Principal / Project Manager	\$180.00	Hourly
Project Engineer /Professional	\$130.00	Hourly
Senior Design Engineer	\$115.00	Hourly
CAD Technician	\$80.00	Hourly
Administrative Support	\$70.00	Hourly
Rider Levett Bucknall (RLB)		
Senior Cost Manager	\$150.00	Hourly
Norris Design		
Landscape Designer	\$100.00	Hourly
Irrigation Designer	\$100.00	Hourly

EXHIBIT C

Consultant Immigration Warranty

To Be Completed by Consultant Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the Consultant and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the Consultant shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Project Number/Division:	PD1302.202
Company Name (as listed in the contract):	
Street Name and Number:	8705 N. Central Ave.
City: Phoenix State: AZ	Zip Code: 85020

I hereby attest that:

1. The Consultant complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees; and
3. The Consultant has identified all Consultant and subcontractor employees who perform work under the contract and has verified compliance with Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

Signature of Consultant (Employer) or Authorized Designee:

Dave Wilson

Printed Name: DAVE WILSON

Title: Sr. Principal

Date (month/day/year): 6/26/15