



**PURCHASING ITEM
FOR
COUNCIL AGENDA
CP17-096**

1. Agenda Item Number:

32

2. Council Meeting Date:
November 10, 2016

TO: MAYOR & COUNCIL

3. Date Prepared: October 21, 2016

THROUGH: CITY MANAGER

4. Requesting Department: Fire, Health & Medical Department

5. SUBJECT: Design Consultant Services Contract with Breckenridge Group, Inc., Architects/Planners for Fire Station 2811.

6. RECOMMENDATION: Staff recommends City Council award Design Consultant Services Contract No. FI1504.201 to Breckenridge Group, Inc., Architects/Planners, for design services for Fire Station 2811 in an amount not to exceed \$365,145.00.

7. BACKGROUND/DISCUSSION: The purpose of the work is to design a fire station on the west side of Gilbert Road, approximately ¼ mile south of Ocotillo Road on a City owned parcel north of Roosevelt Water Conservation District Eastern Canal.

The scope of work consists of providing services for design, permitting, and development of construction documents for the development of Fire Station 2811. The facility design may include, but not limited to, design and construction documents, technical bid specifications, soils and drainage reports, and structural calculations.

8. EVALUATION PROCESS: A Request for Qualifications was issued on July 9, 2016. On August 8, 2016, Staff received Statements of Qualifications from eight firms (8) firms for Fire Station 2811. On August 24, 2016, 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 is 180 calendar days following Notice to Proceed.

9. FINANCIAL IMPLICATIONS:

Cost: \$365,145.00
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>
475.2250.5219.6FI611	Fire Impact Fees	Southeast Fire Station	FY16/17	\$365,145.00

10. PROPOSED MOTION: Move City Council award Design Consultant Services Contract No. FI1504.201 to Breckenridge Group, Inc., Architects/Planners, for design services for Fire Station 2811 in an amount not to exceed \$365,145.00.

ATTACHMENTS: Location Map, Contract

APPROVALS

11. Requesting Department

[Signature]

Keith Hargis, Assistant Fire Chief

13. Department Head

[Signature]

Tom Dwiggin, Fire Chief

12. Transportation & Development

[Signature]

Bob Fortier, Capital Projects Manager

14. City Manager

[Signature]

Marsha Reed



Chandler + Arizona

FIRE STATION 2811 PROJECT NO. FI1504.201



MEMO NO. CP17-096



PROJECT SITE



DESIGN CONSULTANT SERVICES CONTRACT

PROJECT TITLE: **Fire Station 2811**
PROJECT NO: **FI1504.201**

This Contract is made and entered into by and between the City of Chandler, Arizona, a municipal Corporation, hereinafter called the CITY, and **Breckenridge Group, Inc. Architects/Planners, an Arizona corporation 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:

Provide all design services including landscape, civil, structural, mechanical, and electrical engineering services, permitting, development of construction documents, technical bid specifications, soils and drainage reports and structural calculations for the development of Fire Station 2811, located on the west side of Gilbert Road, approximately ¼ mile south of Ocotillo Road on a City owned parcel north of the Roosevelt Water Conservation District Eastern Canal.

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 **Three Hundred Sixty Five Thousand One Hundred Forty Five Dollars (\$365,145.00)**. Payment will be made monthly on the basis of progress reports. An Application and Certification for Payment Sheet must be provided. In addition, the following must also be included: a clear, detailed invoice reflecting items being billed for, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates will be included in the monthly progress payment requests.

5. PERIOD OF SERVICE:

DESIGN CONSULTANT shall complete all services described in paragraph 3, based on the production schedule attached hereto and made a part hereof by reference Exhibit E, within **One Hundred Eighty (180)** 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. 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 engineering drawings and specifications shall be accomplished by DESIGN CONSULTANT. The cost of the design necessary to correct those errors attributable to DESIGN CONSULTANT shall be provided by the Design Consultant at no cost to the City, 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, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of such Design Consultant. 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 assignments for the benefit of creditors, has a trustee or receiver appointed for its property, or files a petition to take advantage of any debtor's act;

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

14. TERMINATION FOR CONVENIENCE:

CITY may at any time and for any or no reason, at its convenience, terminate this contract or any part of the services to be rendered pursuant thereto by written notice to DESIGN CONSULTANT specifying the termination date. Immediately after receiving such notice, DESIGN CONSULTANT shall discontinue advancing the work under this Contract and shall deliver to the CITY all drawings, notes, calculations, sketches and other materials entirely or partially completed, together with all unused materials supplied by the CITY.

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

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

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

16. OWNERSHIP OF DOCUMENTS:

All documents, including, but not limited to, tracings, drawings, original mylars, estimates, field notes, investigations, design analysis and studies which are prepared in the performance of this Contract are to be, and remain the property of, the CITY. DESIGN CONSULTANT shall furnish the CITY, upon its request, originals or reproducible of technical specifications and copies of all other documents listed above. DESIGN CONSULTANT shall endorse, by his professional seal, all plans and engineering data furnished by him.

17. RE- USE OF DOCUMENTS:

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

18. NO KICK-BACK CERTIFICATION:

DESIGN CONSULTANT warrants that no person has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the DESIGN CONSULTANTING firm.

For breach or violation of this warranty, the CITY shall have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

19. CONFLICT OF INTEREST:

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

Pursuant to A.R.S. Section 38-511, the City may cancel this contract within three (3) years after its execution, without penalty or further obligation by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City of Chandler is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

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

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

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

20.3 Fees and Costs. Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Contract is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

21. CONTROLLING LAW:

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

22. REQUIRED COMPLIANCE WITH ARIZONA PROCUREMENT LAW:

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

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

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

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

The provisions of this Article must be included in any contract the Design Consultant enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined

as furnishing labor, time or effort in the State of Arizona by a Design Consultant or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Compliance with A.R.S. § 35-393.01 Pursuant to the provisions of A.R.S. § 35-393.01, the City of Chandler will not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification (Exhibit D) attached to the contract as an exhibit that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

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 _____, 2016.

CITY OF CHANDLER

MAYOR Date

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

APPROVED AS TO FORM:

City Attorney by: *[Signature]*

ATTEST:

City Clerk SEAL

DESIGN CONSULTANT:

By: *[Signature]*
Title: *[Signature]*

ADDRESS FOR NOTICE
2740 S. HARRY DR. STE 2
TEMPE, AZ 85282

Phone: *480-059-3352*

ATTEST: If Corporation

Nancy A. Breckenridge
Secretary

**EXHIBIT A
SCOPE OF WORK**

I. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

DESIGN CONSULTANT will provide services for the design, permitting, and development of construction documents for the development of Fire Station 2811, located on the west side of Gilbert Road, approximately ¼ mile south of Ocotillo Road on a City owned parcel north of the Roosevelt Water Conservation District Eastern Canal. The facility design may include, but not be limited to, design and construction documents, technical bid specifications, soils and drainage reports and structural calculations. DESIGN CONSULTANT shall provide all design services for the Project including, but not limited to, normal landscape, civil, structural, mechanical, and electrical engineering services.

III. PROJECT SCHEDULE:

2. DESIGN CONSULTANT shall perform the services within the times set forth in the Production Schedule attached hereto as Exhibit E and made a part hereof by reference.

3. DESIGN CONSULTANT shall adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of the CITY. DESIGN CONSULTANT shall revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the project design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. The DESIGN CONSULTANT shall take all reasonable actions necessary to get the project back on schedule and City shall cooperate to assist DESIGN CONSULTANT.

IV. QUALITY CONTROL:

4. DESIGN CONSULTANT shall institute and comply with the Design Quality Control Plan.

V. PRELIMINARY RESEARCH:

As and for preliminary research before preparing the project design, DESIGN CONSULTANT shall:

5. Perform a document search for utility as-builts.
6. Perform a document search for rights-of-way.
7. Perform a document search of survey ties and benchmarks.
8. Perform a document search for City policies, regulations, standards, design manuals, and requirements, etc. relevant to project.
9. Research and/or obtain geotechnical reports and investigations, master plans, computer model data and field surveys.
10. Research all utility companies/agencies and acquire all available as-built and utility records.
11. Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information provided by Owner.
12. DESIGN CONSULTANT shall provide a survey of the project area that includes complete topographical and property data of the immediate site. Design shall utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans. Clearly define the benchmark location and elevation that will be utilized for construction of this facility.

VI. UTILITY/AGENCY COORDINATION:

13. Coordination with utility companies and agencies shall be in accordance with the latest version of the "Public Improvement Project Guide" (PIPG).
14. DESIGN CONSULTANT shall identify utility conflicts during the initial stages of the design process.
15. DESIGN CONSULTANT shall coordinate the design and installation of the utilities, which includes, but is not limited to, service for electric, communications, water, storm drainage, irrigation and sanitary systems, etc.
16. Easements for these utilities shall be identified early in the design stage of the project and necessary information provided to the CITY'S Real Estate Department to allow the CITY to complete acquisition during the design phase.

17. Engineers employed by DESIGN CONSULTANT shall provide the legal descriptions for the natural gas and electrical service easements.

18. DESIGN CONSULTANT shall submit preliminary plans, specifications, and design calculations to utilities/agencies for review and use during their design for their service improvements or any necessary relocations.

19. DESIGN CONSULTANT shall conduct utility meetings to coordinate relocations with utility/agency and establish relocation schedules.

20. DESIGN CONSULTANT shall follow up with the final design submittal for utility construction and coordination with the bid documents.

21. DESIGN CONSULTANT shall incorporate the utility/agency private developer construction requirements into the bid documents.

VII. GEOTECHNICAL INVESTIGATION:

22. DESIGN CONSULTANT shall perform all soil and pavement borings necessary to complete their work.

23. Sub-surface soil conditions, established by the geotechnical investigations, shall be incorporated into the bid documents in a manner usable to the excavation and foundation bidding and construction.

VIII. PROGRAMMING (15%):

24. DESIGN CONSULTANT shall meet with City staff to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements.

25. DESIGN CONSULTANT shall attend up to three (3) tours of existing fire facilities with facility maintenance staff to review maintenance issues in past designs. MP&E Engineer will be present for tours.

26. DESIGN CONSULTANT shall attend up to two (2) Public Information meetings. These will include preparing exhibits, facilitating discussions and documenting meeting information exchange. The exhibits will include a simple site orientation plan, and one line building component plan(s). CITY will advertise and promote the meetings.

27. DESIGN CONSULTANT shall prepare a "Program" which will include:

- a. Establish construction budget.
- b. Complete documentation of site survey from preliminary work.
- c. Define new building space needs.
- d. Define new building space requirements and amenities necessary to accommodate planned activities in each space.
- e. Define site requirements.
- f. Create a matrix of spaces, sizes and amenities.

28. Based on the mutually agreed-upon program, schedule and construction budget requirements, DESIGN CONSULTANT shall prepare, for approval by CITY, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of the Project components.

29. Coordinate with the existing Roosevelt Water Conservation District facility entryway and prepare a legal description for RWCD easement.

IX. SCHEMATIC DESIGN (30% Document Review):

When the design is approximately thirty percent (30%) complete, DESIGN CONSULTANT shall do the following:

30. Prepare a minimum of three (3) different single line concept drawing schemes, which depict the size and orientation of the project elements in relation to one another.

31. Present initial schemes to CITY and its representatives. Staff will collaborate with the designers to manipulate the plans and mutually decide on the best scheme.

32. The final scheme shall incorporate CITY'S comments and be cleaned up for reference and presentation to the CITY.

33. Prepare exhibits, rendering(s), computer graphic "fly-around", displaying and explaining such exhibits, etc. for presentation to CITY staff while documenting meeting information exchange.

34. Prepare vertical sections across the site and through the building.

35. Prepare single line elevation drawing(s) and a perspective sketch of the exterior.

36. Complete a drainage analysis and provide solutions to mitigate the runoff.

37. Identify all necessary offsite improvements such as: streets, utilities, irrigation, etc. and depict the scope in the schematic design phase.

38. Submit the project to the CITY for a Development Standards review.
39. Prepare a construction cost estimate for verification with the budget and redesign as necessary to realign the design with the construction budget.
40. Submit to the CITY'S Project Manager for comment eight (8) complete drawing sets with drainage and structural calculations, one of which shall be reproducible.

X. CONSTRUCTION DOCUMENTS (90% Document Review):

Based on the approved Schematic Design Documents and any adjustments authorized by CITY in the program, schedule or construction budget, DESIGN CONSULTANT shall prepare, for approval by CITY, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. When the design is approximately ninety percent (90%) complete and again when the design is approximately ninety percent (90%) complete, DESIGN CONSULTANT shall do the following:

41. Allow and invite the Owner's Representative to attend the regular weekly design coordination meetings.
42. Develop a site plan. Design shall utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans.
43. Collaborate with Owner to define their requirements for building systems.
44. Create an outline specification.
45. Prepare plans, elevations, sections, schedules and notes as required to fix and describe the project as to civil, architectural, structural, mechanical, electrical, and special systems.
46. Perform code reviews and implement requirements into the design documents.
47. Value Engineer the design cooperatively with the entire design team and CITY'S representatives. This effort will occur as early as effectively possible and consist of a focused meeting addressing: relationships of components, construction materials, and building systems.
48. Prepare a construction cost estimate for verification with the budget. Re-design as necessary to realign the design with the construction budget.
49. Prepare exhibits, rendering(s), computer graphic "fly-around", displaying and explaining such exhibits, etc. for presentation to CITY staff while documenting meeting information exchange.
50. Conduct a full document set (plans & specs) review in the presence of all consultants and CITY'S representatives and any other stakeholders.
51. Submit to the CITY'S Project Manager for comment eight (8) complete drawing sets, specifications, drainage and structural calculations, one of which will be reproducible. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.
52. Schedule review meeting with plan check staff to discuss review comments. Clarify with the plan check staff what the design challenges are and decide the method in which they will be resolved.

XI. CONSTRUCTION DOCUMENTS (100%):

Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by CITY, DESIGN CONSULTANT shall prepare, for approval by CITY, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. When the design is one hundred percent (100%) complete DESIGN CONSULTANT shall do the following:

53. Prepare plans, elevations, sections, schedules, notes and specifications as required to be able to bid and construct the project in its entirety.
54. Cover sheet to be provided by CITY (AutoCAD 2016).
55. Provide the City of Chandler with an electronic copy of the AutoCAD files. Each building system shall be "layered" so as to be able to isolate trades or engineering from architectural components or vice versa.
56. Conduct a full document set (plans & specifications) review in the presence of all consultants and CITY'S representatives.
57. Provide document coordination of work performed by separate contractors or by the CITY'S own forces (i.e. systems furniture or exercise equipment provisions & installation, etc.)
58. Prepare a construction cost estimate for verification with the budget. Redesign as necessary to realign the design with the construction budget.
59. Prepare bid alternates as necessary to assure budget can be met.

60. Submit to CITY'S Project Manager for comment eight (8) complete drawing sets, specifications, drainage and structural calculations, one of which will be reproducible. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.

61. Submit bid documents to Development Services for building permit. All plans, calculations and specifications will be stamped. The specifications will be 8-1/2" x 11" and in electronic format in Microsoft Word. Plans will be black line prints as well as in electronic format in AutoCAD 2016. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.

62. Pick-up plan review final comments and prepare stamped Mylar documents for reproduction. CITY will have the bid sets reproduced from these Mylars.

XI. BID & AWARD:

61. Assist CITY in the preparation of the Bid Form.

62. Attend and participate at the pre-bid conference for the purpose of answering technical questions from potential bidders.

63. Assist CITY in the evaluation of substitution requests and make a recommendation to accept or decline.

64. Prepare addenda for review and approval by CITY. CITY will distribute.

65. If bids are 10% over or under the "engineers estimate", Consultant will be required to provide a detailed evaluation explaining differences. Then the documents will be modified and re-bid at no additional cost to City.

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS

- Expenses for items such as printing, delivery, and mileage, shall be compensated at cost utilizing the Direct Expense Allowance.
- Owner's Allowance shall only be utilized for additional services with prior written approval from the City.

**EXHIBIT B
FEE SCHEDULE**

Site Investigation/Programming (15%)			
Breckenridge Group	Rate	Hours	Total
Principal in Charge	\$ 180.00	40	\$ 7,200.00
Senior Project Manager	\$ 150.00	40	\$ 6,000.00
Designer	\$ 85.00	40	\$ 3,400.00
Sub Total			\$ 16,600.00

LSW (MP&E)	Rate	Hours	Total
Principal	\$ 165.00	8	\$ 1,320.00
Senior Engineer	\$ 140.00	8	\$ 1,120.00
Sub Total			\$ 2,440.00

EEC (Civil)	Rate	Hours	Total
Principal	\$ 215.00	5	\$ 1,075.00
Project Manager	\$ 180.00	10	\$ 1,800.00
Project Engineer	\$ 130.00	6	\$ 780.00
CADD Technician	\$ 115.00	24	\$ 2,760.00
Clerical Services	\$ 65.00	1	\$ 65.00
Survey Crew	\$ 150.00	22	\$ 3,300.00
Potholing			\$ 8,453.00
Traffic Signal			\$ 7,450.00
Sub Total			\$ 25,683.00

Speedie (Geotech)	Rate	Hours	Total
Geotechnical Investigation			\$ 2,800.00
Percolation Test			\$ 1,550.00
Sub Total			\$ 4,350.00

Total			\$ 49,073.00
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Schematic Design (30%)			
Breckenridge Group	Rate	Hours	Total
Principal in Charge	\$ 180.00	40	\$ 7,200.00
Senior Project Manager	\$ 150.00	96	\$ 14,400.00
Designer	\$ 85.00	80	\$ 6,800.00
Administration	\$ 65.00	8	\$ 520.00
Sub Total			\$ 28,920.00

LSW (MP&E)	Rate	Hours	Total
Principal	\$ 165.00	16	\$ 2,640.00
Senior Engineer	\$ 140.00	22	\$ 3,080.00
Senior Designer	\$ 110.00	60	\$ 6,600.00
CADD Operator	\$ 80.00	60	\$ 4,800.00
Clerical	\$ 70.00	5	\$ 350.00
Sub Total			\$ 17,470.00

EEC (Civil)	Rate	Hours	Total
Principal	\$ 215.00	1	\$ 215.00
Project Manager	\$ 180.00	12	\$ 2,160.00
Project Engineer	\$ 130.00	22	\$ 2,860.00
CADD Technician	\$ 115.00	14	\$ 1,610.00
Sub Total			\$ 6,845.00

MW&G (Structural)	Rate	Hours	Total
Principal	\$ 150.00	4	\$ 600.00
Senior Structural Engineer	\$ 130.00	11	\$ 1,430.00
Structural Engineer	\$ 120.00	11	\$ 1,320.00
CAD Drafting	\$ 90.00	5	\$ 450.00
Sub Total			\$ 3,800.00

Norris (Landscape)	Rate	Hours	Total
PM/Registrant	\$ 110.00	10	\$ 1,100.00
Designer	\$ 80.00	18	\$ 1,440.00
Sub Total			\$ 2,500.00

RLB (Cost Estimating)	Rate	Hours	Total
Senior Vice President	\$ 249.40	4	\$ 997.60
Senior Cost Manager	\$ 126.20	20	\$ 2,524.00
Cost Manager	\$ 96.15	20	\$ 1,923.00
Sub Total			\$ 5,445.00

Total			\$ 64,980.00
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Construction Documents (90% & 100%)			
Breckenridge Group	Rate	Hours	Total
Principal in Charge	\$ 180.00	88	\$ 15,840.00
Senior Project Manager	\$ 150.00	240	\$ 36,000.00
Designer	\$ 85.00	160	\$ 13,600.00
Administration	\$ 65.00	16	\$ 1,040.00
Sub Total			\$ 66,480.00

LSW (MP&E)	Rate	Hours	Total
Principal	\$ 165.00	56	\$ 9,240.00
Senior Engineer	\$ 140.00	60	\$ 8,400.00
Senior Designer	\$ 110.00	140	\$ 15,400.00
CADD Operator	\$ 80.00	140	\$ 11,200.00
Clerical	\$ 70.00	15	\$ 1,050.00
Sub Total			\$ 45,290.00

EEC (Civil)	Rate	Hours	Total
Principal	\$ 215.00	2	\$ 430.00
Project Manager	\$ 180.00	27	\$ 4,860.00
Project Engineer	\$ 130.00	86	\$ 11,180.00
CADD Technician	\$ 115.00	134	\$ 15,410.00
Clerical Services	\$ 65.00	5	\$ 325.00
Sub Total			\$ 32,205.00

MW&G (Structural)	Rate	Hours	Total
Principal	\$ 150.00	8	\$ 1,200.00
Senior Structural Engineer	\$ 130.00	71	\$ 9,230.00
Structural Engineer	\$ 120.00	71	\$ 8,520.00
CAD Drafting	\$ 90.00	85	\$ 7,650.00
Sub Total			\$ 26,600.00

Norris (Landscape)	Rate	Hours	Total
PM/Registrant	\$ 110.00	47	\$ 5,170.00
Designer	\$ 80.00	88	\$ 7,040.00
Sub Total			\$ 12,000.00

RLB (Cost Estimating)	Rate	Hours	Total
Senior Vice President	\$ 249.40	4	\$ 997.60
Senior Cost Manager	\$ 126.20	32	\$ 4,038.40
Cost Manager	\$ 96.15	32	\$ 3,076.80
Sub Total			\$ 8,113.00

Total			\$190,688.00
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Bidding/Pricing Subphase			
Breckenridge Group	Rate	Hours	Total
Principal in Charge	\$ 180.00	24	\$ 4,320.00
Senior Project Manager	\$ 150.00	40	\$ 6,000.00
Designer	\$ 85.00	16	\$ 1,360.00
Sub Total			\$ 11,680.00

LSW (MP&E)	Rate	Hours	Total
Principal	\$ 165.00	2	\$ 330.00
Field Observer	\$ 110.00	4	\$ 440.00
Sub Total			\$ 770.00

Norris (Landscape)	Rate	Hours	Total
PM/Registrant	\$ 110.00	6	\$ 660.00
Designer	\$ 80.00	11	\$ 880.00
Sub Total			\$ 1,500.00

RLB (Cost Estimating)	Rate	Hours	Total
Senior Vice President	\$ 249.40	4	\$ 997.60
Senior Cost Manager	\$ 126.20	28	\$ 3,533.60
Cost Manager	\$ 96.15	20	\$ 1,923.00
Sub Total			\$ 6,454.00

Reimbursables/Printing	\$ 10,000.00
Owners Allowance	\$ 30,000.00

Total	\$ 60,404.00
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TOTAL FEE	\$ 365,145.00
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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: F11504.201/Fire Station 2811		
Name (as listed in the contract):		
Street Name and Number:		
City:	State:	Zip Code:

I hereby attest that:

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

Signature of Design Consultant (Employer) or Authorized Designee:

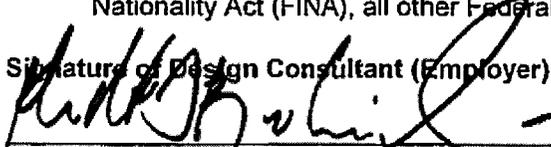

Printed Name: HUNT D. PRENDERGAST
Title: PRESIDENT
Date (month/day/year): 11.1.2016

EXHIBIT D

CERTIFICATION - BOYCOTT OF ISRAEL

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - (a) together with other investors that are not subject to this section.
 - (b) that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:

My company does **not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

My company does participate in a boycott of Israel as defined by A.R.S. §35-393.01. :

By submitting this response, proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

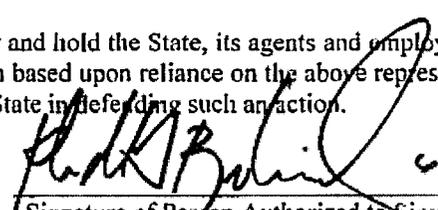
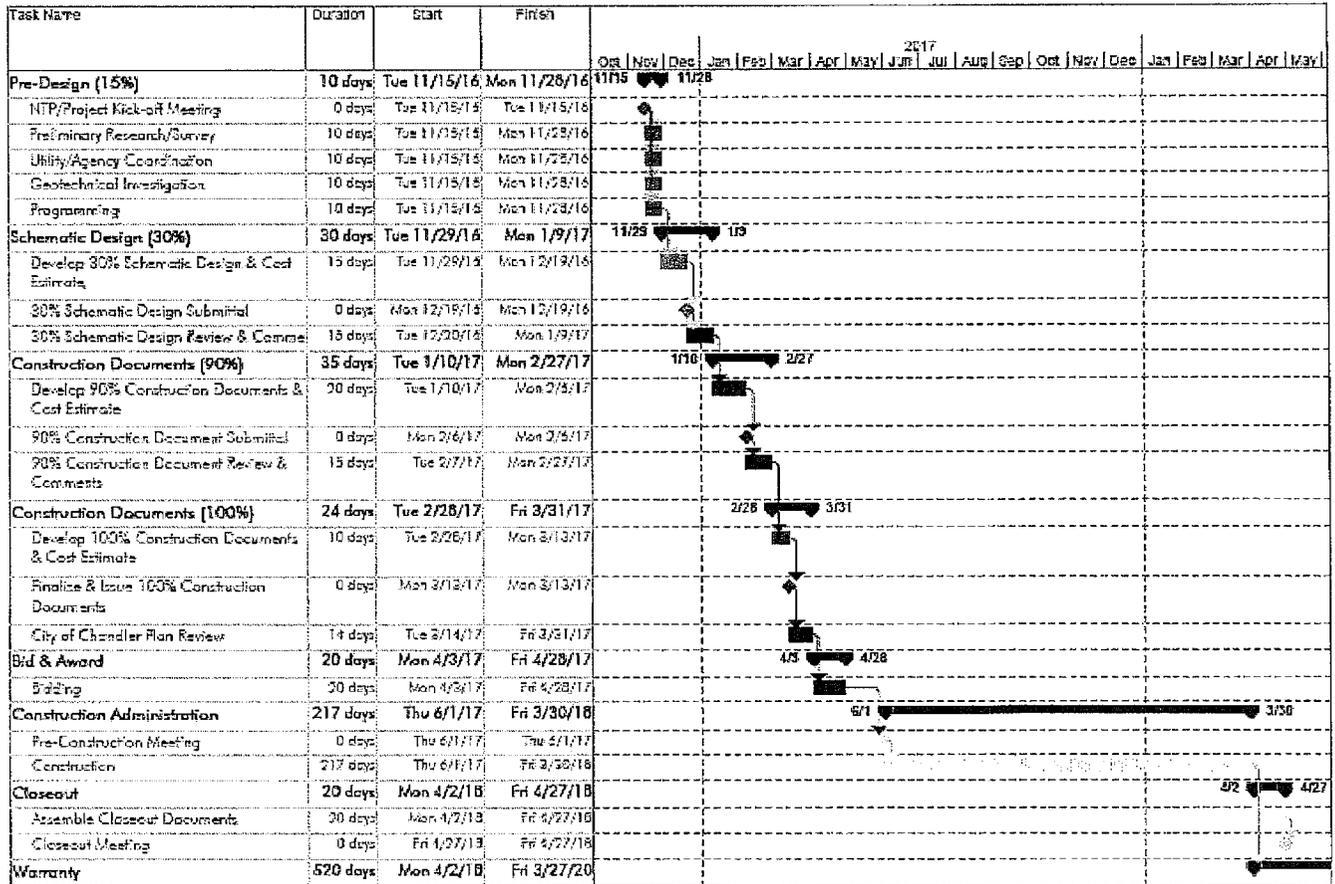
<u>PRECKENRIDGE GROUP, INC</u>			
Company Name <u>ARCHITECTS/PLANNERS</u>			
<u>2740 S. HARDY DR. Ste. 2</u>			Signature of Person Authorized to Sign
Address			<u>CLINT D. PRECKENRIDGE</u>
<u>TEMPE</u>	<u>AZ</u>	<u>85281</u>	Printed Name
City	State	Zip	<u>PRESIDENT</u>
			Title

EXHIBIT E

Chandler Fire Station 2811



October 14, 2016