



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA07-244**

1. Agenda Item Number:
37
2. Council Meeting Date:
June 14, 2007

TO: MAYOR & COUNCIL

3. Date Prepared: May 30, 2007

THROUGH: CITY MANAGER

4. Requesting Departments: Community Services

5. SUBJECT: Award an architectural design services contract to Architectural Resource Team, Inc. for the Tumbleweed Park Maintenance Facility, Project No. PR0701-201, in an amount not to exceed \$398,588.

6. RECOMMENDATION: Staff recommends that Council award an architectural design services contract to Architectural Resource Team, Inc. for the Tumbleweed Park Maintenance Facility, Project No. PR0701-201, in an amount not to exceed \$398,588.

7. BACKGROUND/DISCUSSION: This contract is for architectural design services for a 15,000 square foot park and facility service center at Tumbleweed Park. The facility will house approximately eighty Park and Building and Facilities administrative and maintenance staff, the majority of who are currently housed in the old city yard located at 249 East Chicago Street. With the planned relocation of Purchasing and Administrative Services to the new city hall, this site has a higher economic benefit in the downtown development area than a maintenance facility. One central service center will consolidate the administrative resources of two divisions, which will reduce the redundancy of work processes. The construction manager at risk project is planned for design beginning in June 2007.

8. EVALUATION PROCESS: The City's selection process was conducted in accordance with state law and established City policies and procedures. Staff solicited and received statements of qualifications from four interested firms on January 25, 2007. The selection committee included the following members:

- Kris Kircher, Parks Maintenance Superintendent
- Gary Hargis, Building and Facilities Superintendent
- Bill Fay, Public Works Engineer
- Bob Soller, Project Manager
- Jody Sims, Registered Contractor
- Larry Hilton, Resident

The committee interviewed Barduson Architects, Perlman Architects, and Architectural Resource Team, Inc. on February 7, 2007, and selected Architectural Resource Team, Inc. based on qualifications, current workload, and experience.

9. FINANCIAL IMPLICATIONS:

Total Design Cost: \$398,588
Savings: N/A
Long Term Costs: N/A
Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
420.4580.0000.6611.7PR044	General Obligation Bonds	Tumbleweed Park	FY 06/07	\$398,588

10. PROPOSED MOTION: Move that Council award an architectural design services contract to Architectural Resource Team, Inc. for the Tumbleweed Park Maintenance Facility, Project No. PR0701-201, in an amount not to exceed \$398,588, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map

APPROVALS

11. Requesting Departments



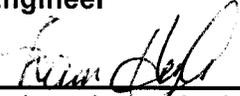
Dave E. McDowell, Assistant Community Services Director

13. Department Head



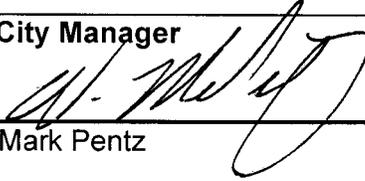
Mark M. Eynatten, Community Services Director

12. City Engineer



Sheina Hughes, Acting Assistant Public Works Director/City Engineer

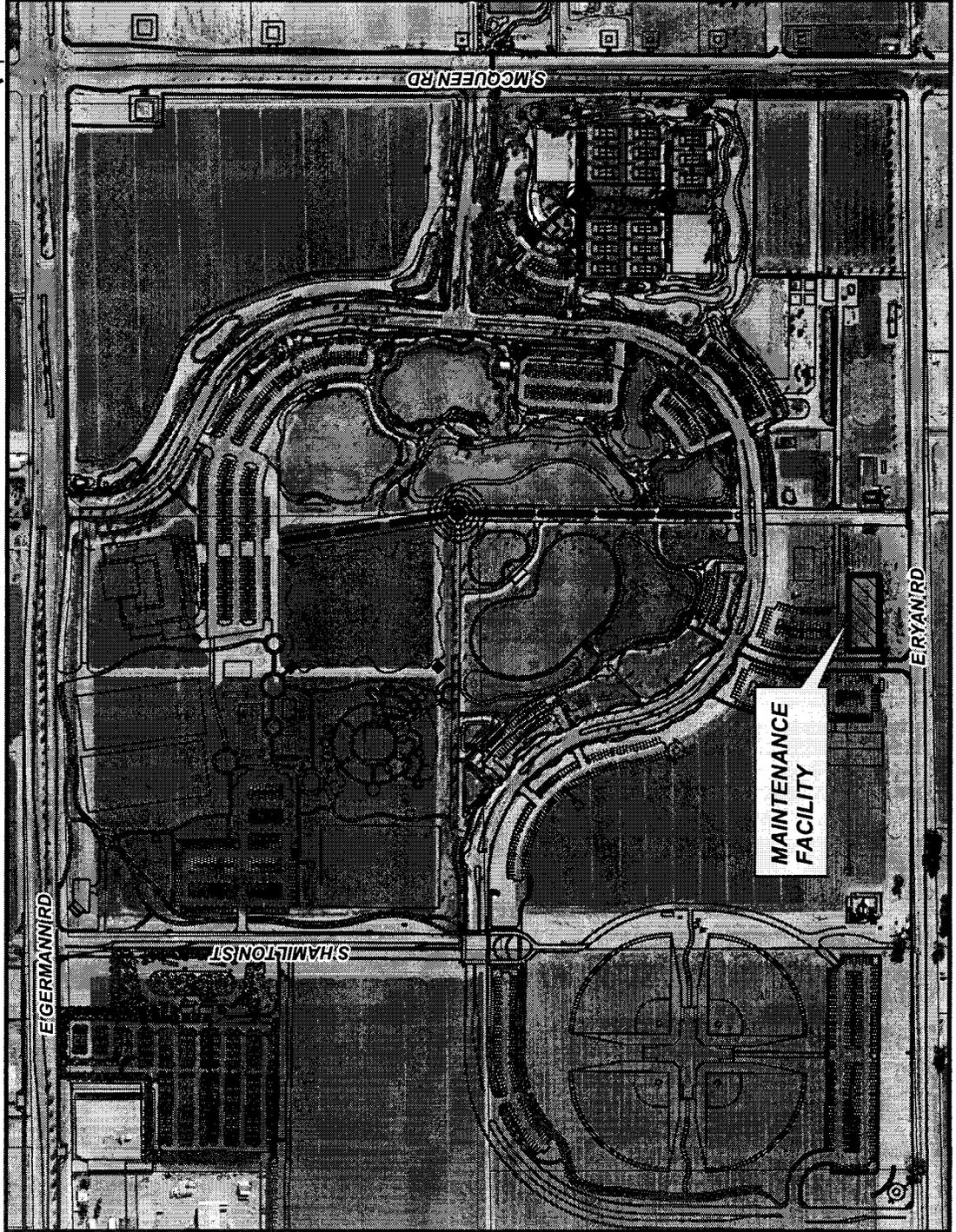
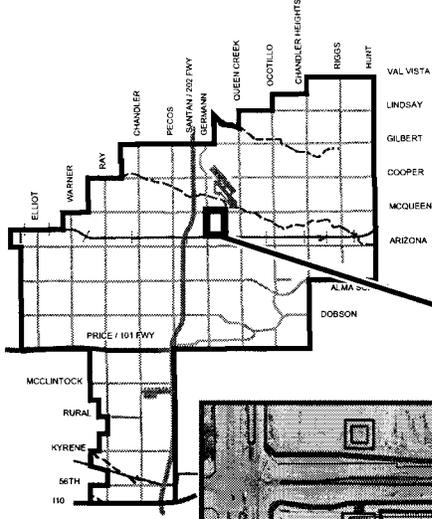
14 City Manager



W. Mark Pentz



TUMBLEWEED PARK MAINTENANCE FACILITY PROJECT NO. PRO701-201



MEMO NO. CA07-244

 MAINTENANCE FACILITY



AGREEMENT FOR DESIGN CONSULTANT
SERVICES FOR CM@Risk PROJECT

PROJECT TITLE: **Tumbleweed Park Maintenance Facility**

PROJECT NO: **PR0701-201**

This Agreement is made and entered into by and between the City of Chandler, Arizona, a municipal Corporation, hereinafter called the CITY, and **Architectural Resource Team, Inc.**, 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 Agreement; 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 Agreements for Professional Services; and

WHEREAS, the Parties intend to have this Project designed and constructed using a Construction Manager at Risk method with DESIGN CONSULTANT being a part of a Design Team; and

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter contained, it is agreed by and between the CITY and DESIGN CONSULTANT, as follows:

1. DESCRIPTION OF PROJECT: The Project known as the **Tumbleweed Park Maintenance Facility** will be an approximately **15,000** sq. ft. **building**. With site improvements it will occupy a **6-acre parcel** located at **Tumbleweed Park on the north side of the 700 block of East Ryan Road**, Chandler, Arizona. The Project is more specifically described in Exhibit A-1 attached hereto and incorporated herein by reference.
2. DEFINITIONS: The CITY's General Conditions for Construction applies to this contract. Words used in this Agreement which are defined in CITY's General Conditions for Construction Contracts shall have the meaning stated therein. DESIGN CONSULTANT is the Project Designer as defined in said General Conditions.
3. SCOPE OF WORK: DESIGN CONSULTANT shall design the Project all as more specifically described in Attachment A attached hereto and incorporated herein by reference.
4. DESIGN TEAM: DESIGN CONSULTANT shall be a part of and participate together with the Design Team and shall attend meetings with, provide information to and cooperate with the person retained by CITY to be the Construction Manager at Risk (CM@RISK).
5. FEE FOR SERVICES: For services described in paragraph 3 of this Agreement, the CITY shall pay DESIGN CONSULTANT a fee not to exceed the sum of **Three Hundred Ninety Eight Thousand Five Hundred Eighty Eight** dollars (**\$398,588**) at the rates shown in and in accordance with the fee schedule attached hereto as Attachment B and made a part hereof by reference. Payment will be made monthly on the basis of progress reports corresponding with the rates and charges listed on the fee schedule and showing the number of hours or other basis to determine the fee earned to that date. An Application and Certification for Payment Sheet must be provided. In addition, the following must also be included with each application for payment: a clear, detailed invoice reflecting items being billed for, reimbursables; a summary sheet showing percentage of work completed to date; amount/percent billed to date; current status of all tasks within a project; and any/all backup documentation supporting the above items. Work schedule updates shall also be included in the monthly progress payment requests.

6. PERIOD OF SERVICE:

- A. Following receipt of a "Notice to Proceed" with the design work, DESIGN CONSULTANT shall complete the design and have all documents ready for construction or bidding within **280** calendar days of the date indicated on the Notice to Proceed.
- B. The Design Services for preparation of design and construction document period will be approximately **280** days. Following the "Notice To Proceed" for construction of the Project, DESIGN CONSULTANT shall perform the construction administration portion of this contract for approximately **270** days.
- C. DESIGN CONSULTANT shall prepare and deliver to CITY record documents within **30** days of the date of receipt of the red line drawings from the CM@Risk.
- D. DESIGN CONSULTANT shall complete all services specified herein in accordance with the Production Schedule and progress milestones included in Exhibit A and as discussed with the CM@Risk for meeting schedule attached herein. 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.

7. 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 best judgement as an experienced, licensed and qualified professional. 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. The DESIGN CONSULTANT is responsible for advising and consulting with the City on cost. DESIGN CONSULTANT is not responsible for providing for formal estimates, this is the CM@Risk responsibility.

8. REPORTS & APPROVALS: All work shall be subject to the approval by CITY and each phase of the work will be submitted to CITY in accordance with schedule included in Exhibit A and in the format prescribed by CITY. When requested by 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 responsible for the technical accuracy of its services and documents resulting therefrom, and CITY shall not be responsible for discovering deficiencies therein. DESIGN CONSULTANT shall correct any such deficiencies without additional compensation or cost to CITY, except to the extent any such deficiency is directly attributable to deficiencies in CITY-furnished information.
- C. DESIGN CONSULTANT shall be familiar with CITY's Standard Details and Specifications and other relevant CITY regulations. DESIGN CONSULTANT shall insure 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. The DESIGN CONSULTANT is responsible, along with his designers, for attesting to the design correctness and scaling the design documents.
- D. DESIGN CONSULTANT shall be responsible for the completeness and accuracy of his/her work prepared or compiled under obligation for this project and shall correct, at his/her 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 the DESIGN CONSULTANT. The cost of the design necessary to correct those errors attributable to the DESIGN CONSULTANT and any damage incurred by the City as a result of additional construction costs caused by such engineering errors shall be chargeable to the DESIGN CONSULTANT. The fact that the City has reviewed or approved the DESIGN CONSULTANT's work shall in no way relieve the DESIGN CONSULTANT of any of DESIGN CONSULTANT's responsibilities.

10. INDEMNIFICATION

A. For Professional Liability:

To the fullest extent permitted by law, DESIGN CONSULTANT shall defend, indemnify and hold harmless the City of Chandler, its agents, representatives, officers, directors, officials and employees, individually and collectively, (hereinafter CoC) from and against all losses, claims, damages, suits, actions, payments, judgments, demands, expenses, and costs, including but not limited to, attorney's fees, defense costs, court costs, and the cost of appellate proceedings, or actions of any kind and nature related to, arising out of, or alleged to have resulted from the errors, mistakes or omissions relating to professional services by DESIGN CONSULTANT, its employees, agents, or any tier of subcontractors in the performance of this Contract or of any other person for whose errors, mistakes or omissions DESIGN CONSULTANT may be legally liable. This indemnity shall not be construed to include losses, claims, damages, suits, or actions of any kind and nature, to the extent arising from or alleged to have resulted from the errors, mistakes or omissions of CoC (other than DESIGN CONSULTANT, its employees, agents, or any tier of subcontractors). The provisions of this paragraph shall survive termination of this Contract.

B. For all Other Liabilities, Hazards and Exposures:

To the fullest extent permitted by law, DESIGN CONSULTANT shall defend, indemnify and hold harmless the City of Chandler, its agents, representatives, officers, directors, officials and employees, individually and collectively, (hereinafter CoC) from and against all losses, claims, damages, suits, actions, payments, judgments, demands, expenses, and costs, including but not limited to, attorney's fees, defense costs, court costs, and the cost of appellate proceedings, or actions of any kind and nature, wages or overtime compensation due employees in rendering service under this Contract and whether to any person or property, including natural resources and any claim made under the Fair Labor Standards Act or any other federal or state laws, related to, arising out of, or alleged to have resulted from the actions of DESIGN CONSULTANT and alleged to have been caused in whole or in part by any act or omission of DESIGN CONSULTANT, anyone directly or indirectly employed by them or anyone for whose acts DESIGN CONSULTANT may be legally liable, and from any claims or amounts arising or recovered under Workers' Compensation laws or any other law, bylaw, or ordinance, order or decree or any failure on the part of DESIGN CONSULTANT, its agents, employees or representatives to fulfill DESIGN CONSULTANT's obligations under this Contract. This indemnity shall not be construed to include losses, claims, damages, suits, or actions of any kind and nature, to the extent arising from or alleged to have resulted from the errors, mistakes or omissions of CoC, (other than DESIGN CONSULTANT, its employees, agents, or any tier of subcontractors). The provisions of this paragraph shall survive termination of this Contract.

C. Consequential Damages:

The parties intend that damages and/or costs and all other terms implying an amount tied to liability shall include consequential damages and loss of productivity limited to the total value of this contract in dollars as payable by the City of Chandler or twice the amount of aggregate insurance required by this Contract, whichever is greater.

D. Insurance does not limit liability:

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

11. INSURANCE REQUIREMENTS:

11.1 General Requirements:

- A. DESIGN CONSULTANT, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
- B. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager
- C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
- D. If any of the insurance policies are not renewed prior to expiration, payments to the DESIGN CONSULTANT may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the DESIGN CONSULTANT.
- E. All insurance policies, except Workers' Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- F. DESIGN CONSULTANT's insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G. The insurance policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of DESIGN CONSULTANT's acts, errors, mistakes, omissions, work or service.
- H. The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of DESIGN CONSULTANT. DESIGN CONSULTANT shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require DESIGN CONSULTANT to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will not be accepted except with permission of the Management Services Director/designee.
- I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
- J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the DESIGN CONSULTANT with reasonable promptness in accordance with the DESIGN CONSULTANT's information and belief.
- K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the DESIGN CONSULTANT until such time as the DESIGN

CONSULTANT shall furnish such additional security covering such claims as may be determined by the CITY.

11.2 Proof of Insurance - Certificates of Insurance

- A. Prior to commencing work or services under this Agreement, DESIGN CONSULTANT shall furnish to CITY Certificates of Insurance, issued by DESIGN CONSULTANT's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
- B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
- C. All Certificates of Insurance shall identify the policies in effect on behalf of DESIGN CONSULTANT, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
- D. CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise DESIGN CONSULTANT of any deficiencies in such policies and endorsements, and such receipt shall not relieve DESIGN CONSULTANT from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of DESIGN CONSULTANT's obligations under this Agreement.

11.3 Required Coverage

Such insurance shall protect DESIGN CONSULTANT from claims set forth below which may arise out of or result from the operations of DESIGN CONSULTANT under this Contract and for which DESIGN CONSULTANT may be legally liable, whether such operations be by the DESIGN CONSULTANT or by a Sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.

- A. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the DESIGN CONSULTANT's employees;
- D. Claims for damages insured by usual personal injury liability coverage;
- E. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- F. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
- G. Claims for bodily injury or property damage arising out of completed operations;
- H. Claims involving contractual liability insurance applicable to the Contractor's obligations under the Indemnification Agreement;
- I. Claims for injury or damages in connection with one's professional services;

- J. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included;

11.3.1 Commercial General Liability - Minimum Coverage Limits:

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of \$1,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for DESIGN CONSULTANT's operations and products, and completed operations.

11.3.2 General Liability - Minimum Coverage Limits

- A. The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined shall be written for not less than \$1,000,000 or 10% of the contract cost and with a \$2,000,000 aggregate.
- B. Automobile Liability: DESIGN CONSULTANT shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the DESIGN CONSULTANT's work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of \$5,000,000 per accident for bodily injury and property damage.

11.3.3 Worker's Compensation and Employer's Liability:

DESIGN CONSULTANT shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over DESIGN CONSULTANT's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, DESIGN CONSULTANT will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of DESIGN CONSULTANT.

11.3.4 Professional Liability:

DESIGN CONSULTANT shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by DESIGN CONSULTANT, or any person employed by DESIGN CONSULTANT, with a claims made policy limit of not less than \$1,000,000.

12. DISPUTE RESOLUTION:

- A. Disputed Invoices. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- B. Disputed Items. CITY may temporarily delete any disputed items contained in DESIGN CONSULTANT's invoice, including items disputed due to lack of supporting documentation, and pay the remaining amount of the invoice. CITY shall promptly notify DESIGN CONSULTANT of the dispute and request clarification and/or remedial action. CITY may withhold payment on all disputed items until the issues are resolved. After any dispute has been settled, DESIGN CONSULTANT shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

- C. Good Faith Negotiation. CITY and DESIGN CONSULTANT agree to negotiate all disputes between them in good faith prior to exercising their rights under law.
- D. Binding Special Arbitration. All claims, disputes and other matters in question between CITY and DESIGN CONSULTANT arising out of, or relating to this Agreement, or the breach thereof (except for claims which have been resolved pursuant to paragraphs 9 or 12 A, B and C herein) above shall be decided by binding, unappealable special arbitration, as described below, if the claim for compensation, costs or expenses, damages or reimbursement is equal to or less than \$50,000. Claims over \$50,000 shall have non-binding mediation as the first step to settling the dispute or claim.
- E. Special Arbitration. All arbitration of claims shall be conducted in Chandler, Arizona, in accordance with the following rules:
- 1) Any time after the parties have attempted in good faith but without success to resolve one or more disputes, a party may notify the other in writing that they are at impasse (Notice of Impasse) and request immediate arbitration in accordance with the terms herein.
 - 2) Within ten (10) days after the date of such Notice of Impasse, each party shall select an impartial intermediary, who shall, together, agree upon a third impartial person who will be the arbitrator. To be considered impartial an intermediary or arbitrator shall not have any previous or current relationship which would be considered a conflict of interest with either party, including, but not limited to, current or previous employment or contractual relationship, indebtedness or ownership interest.
 - 3) The parties shall immediately cooperate with each other to draft together a short summary of the facts and a list of questions or issues to be resolved by the arbitrator. If the facts are in dispute, such disputed facts shall be listed as contentions by the party asserting them. In the event the parties are unable to agree upon a summary of the facts or a list of questions or issues, each party shall instead include a statement of facts and list of issues in that party's Position Paper submitted to the arbitrator. Such summary of facts and list of questions or issues shall be completed by the parties and submitted to the arbitrator within twenty (20) days of the date of the Notice of Impasse.
 - 4) The parties shall cooperate to gather any documents and exhibits necessary to resolve the issues and provide them jointly to the arbitrator. In the event of a dispute between the parties regarding whether a document should be provided, the disputed document shall be submitted to the impartial intermediaries who will determine its appropriateness for submittal. Correspondence between the parties which discusses settlement or resolution of the issues shall be submitted. All such evidence shall be submitted to the arbitrator within twenty (20) days of the date of the Notice of Impasse.
 - 5) Each party may submit a written Position Paper of no more than ten (10) pages, supporting or explaining that party's position and providing citations to relevant law. Any such Position Paper shall be submitted to the arbitrator within thirty (30) days of the date of the Notice of Impasse.
 - 6) There shall be no hearing, no witnesses, no argument nor contact by the parties or their representatives with the arbitrator except for the joint submittals and each party's Position Paper.
 - 7) The arbitrator may request additional information and may make any other orders necessary to resolve the entire matter.
 - 8) The arbitrator shall issue a written decision resolving all the submitted issues within 30 days after receiving the Position Papers.
- F. Nothing herein contained shall be so construed as to preclude DESIGN CONSULTANT or CITY from commencing a legal action in relation to claims in excess of \$50,000, but the sole legal remedy in relation to claims of \$50,000 or less shall be binding, unappealable special arbitration as described above.

13. AMENDMENTS: Whenever a change in the Scope of Work contemplated in this Agreement is determined to be necessary, the work will be performed in accordance with this Agreement provided, however, that BEFORE such work is started, an Amendment shall be executed by 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 CITY except as provided herein, nor shall DESIGN CONSULTANT do any work not covered by this Agreement unless such work is authorized through an executed amendment.

14. TERMINATION WITHOUT CAUSE: CITY may at any time and for any or no reason, at its convenience, terminate this Agreement or any part of the services to be rendered pursuant thereto by ten (10) day written notice to DESIGN CONSULTANT specifying the termination date. Immediately after receiving such notice, DESIGN CONSULTANT shall discontinue advancing the work under this Agreement and shall deliver to CITY all drawings, notes, calculations, sketches and other materials entirely or partially completed, together with all unused materials supplied by 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 Agreement under paragraph 4 and shall be in an amount to be agreed mutually by DESIGN CONSULTANT and CITY. 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 DOCUMENTS: All documents, including, but not limited to, preliminary designs, tracings, drawings, original mylars, estimates, field notes, investigations, design analysis, communications (e-mail, minutes, telephone, memos, etc.) and studies which are prepared in the performance of this Agreement are to be, and shall remain the property of CITY. DESIGN CONSULTANT shall furnish CITY, upon its request, originals or reproducible copies 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 it.

16. 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.

17. NO KICK-BACK CERTIFICATION: DESIGN CONSULTANT warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement 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 CONSULTANT firm.

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

18. 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 Agreement.

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

19. CONTROLLING LAW: The laws of the State of Arizona shall govern this agreement.

20. NO ASSIGNMENT: DESIGN CONSULTANT shall not assign, transfer, convey or subcontract this Agreement or the services to be rendered pursuant thereto without the prior written consent of CITY.

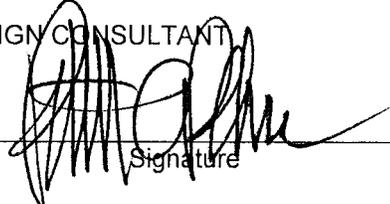
21. NOTICES: Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 24 day of APRIL, 2007.

CITY OF CHANDLER

DESIGN CONSULTANT

MAYOR Date

By: 
Signature

ADDRESS FOR NOTICE

ADDRESS FOR NOTICE

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

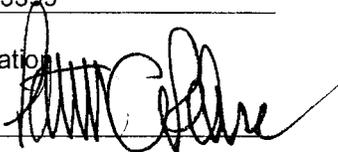
Architectural Resource Team, Inc.
99 E. Virginia Ave., Ste. 120
Phoenix, AZ 85004

Phone: 602.307-5399

ATTEST:

ATTEST: If Corporation

City Clerk


Secretary

APPROVED AS TO FORM:

City Attorney
By:  SEAL

ATTACHMENT A

DETAILED DESCRIPTION OF THE PROJECT AND DESIGN CONSULTANT SCOPE OF SERVICES

PROJECT TITLE: **Tumbleweed Park Maintenance Facility**
PROJECT NO. **PR0701-201**
Chandler, AZ.

I. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

Design consultant will provide services for the design, permitting, development of construction documents, and specified construction administration for the development of a **Tumbleweed Park Maintenance Facility Facility**, located at **Tumbleweed Park on the north side of East Ryan Road**, Chandler, Arizona, all as more specifically described herein below.

A detailed description of City's concept is attached as Exhibit A-1.

The project design, construction, furnishing and equipping is **\$5,187,000**. All design, construction and furnishing of the project will be completed within this budget.

DESIGN CONSULTANT shall provide all design services for the Project including, but not limited to, architectural, structural, landscape, civil, mechanical, plumbing, electrical engineering services, fire protection, and special systems.

DESIGN CONSULTANT shall participate as a team member along with the CITY and the CM@Risk, and shall communicate and share all information concerning the design.

II. ASSIGNMENT:

1. The design contract has been awarded to a DESIGN CONSULTANT based on their proposed personnel and specified consultants. Any deviations or substitutions of these team members must be pre-approved in writing by the Owner's representative. Those persons listed in Exhibit A-2 will perform those portions of the work listed therein.

III. PROJECT SCHEDULE:

2. DESIGN CONSULTANT shall perform the services within the times set forth in the Production Schedule attached hereto as Exhibit A-3 and made a part hereof by reference. The Production Schedule may be amended and modified after consultation with the Construction Manager at Risk, upon agreement between the DESIGN CONSULTANT and the CITY.
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 attached hereto and made a part hereof by reference.

5. As a part of the project design DESIGN CONSULTANT shall develop a quality control plan for the entire construction phase. This Quality Control Plan shall establish what elements should and must be seen by each consultant during construction. Identify what is in the project, which will be required to have a UBC "special Inspection" by the design engineer.

V. PRELIMINARY RESEARCH:

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

6. Perform a Document Search for utility as-builts.
7. Perform a Document search for rights-of-way.
8. Perform a Document search for survey ties and benchmarks.
9. Perform a Document search for City policies, regulations, standards, design manuals, and requirements, etc relevant to project.
10. Research and/or obtain geotechnical reports and investigations, master plans, computer model data and field surveys.
11. Research all utility companies/agencies and acquire all available as-built and utility records.
12. Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by Owner.
13. 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:

14. Coordination with utility companies and agencies shall be in accordance with the latest version of the "Public Improvement Project Guide" (PIPG).
15. DESIGN CONSULTANT shall identify utility conflicts during the initial stages of the design process.
16. DESIGN CONSULTANT shall coordinate the design and installation of the utilities, which includes, but is not limited to, services for electric, communications, water, storm drainage, irrigation and sanitary systems, etc.
17. 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.
18. Engineers employed by DESIGN CONSULTANT shall provide the legal descriptions for the natural gas and electrical service easements.
19. 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.
20. DESIGN CONSULTANT shall conduct utility meetings to coordinate relocations with utility/agency and establish relocation schedules.
21. DESIGN CONSULTANT shall follow-up with the final design submittal for utility construction and coordination with the bid documents.
22. DESIGN CONSULTANT shall incorporate the utility/agency private developer construction requirements into the bid documents.

VII. GEOTECHNICAL INVESTIGATION:

23. Consultant shall perform all soil and pavement borings necessary to complete their work.
24. 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:

25. DESIGN CONSULTANT shall meet with City staff design/constructability team to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements. The CM@Risk shall be a team member.
26. DESIGN CONSULTANT shall perform a total of 1 Public Information meetings if requested. These will include preparing exhibits, and delivering a presentation, facilitating discussions and documenting meeting information exchange. The exhibits will include Design drawings as required for the meeting. CITY will advertise and promote the meetings.
27. DESIGN CONSULTANT shall prepare a "Program" which will include:
 - Establish construction budget in coordination with the CM@Risk.
 - Complete documentation of site survey from preliminary work
 - Define new buildings space needs
 - Define new building space requirements and amenities necessary to accommodate planned activities in each space
 - Define site requirements
 - 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.

IX. SCHEMATIC DESIGN (30% Document Review):

When the design is approximately thirty percent complete, DESIGN CONSULTANT shall do the following:

29. Attend a CITY "pre-site" meeting with the CITY plans review and development staff.
30. Present initial schemes to CITY and its representatives (to potentially include a CM@Risk contractor). Staff will collaborate with designers to manipulate the plans and mutually decide on the best scheme.
31. The final scheme shall incorporate CITY'S comments (and potentially a contractors' comments) and be cleaned up for reference and presentation to the City Council if requested.
32. Attend a City Council meeting and brief the City Council, which will include preparing exhibits, rendering(s), displaying and explaining such exhibits etc., to the City Council and public while documenting meeting information exchange.
33. Attend any other City Board meeting and brief the Board, which will include preparing exhibits, renderings, displaying and explaining such exhibits, etc., to Board members while documenting meeting information exchange.
34. Develop a site plan. Design shall utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans.
35. Collaborate with Owner to define their requirements for building systems. Create an outline specification.
36. 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.
37. Perform code reviews and implement requirements into the design documents.
38. Value Engineer the design cooperatively with the entire design team including CM@R 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.
39. Prepare vertical sections across the site and through the building.
40. Prepare elevation drawing(s) and, as required, perspective sketch of the exterior.
41. Complete a drainage analysis and provide solutions to mitigate the runoff.
42. Identify all necessary offsite improvements such as: streets, utilities, irrigation, etc., and depict the scope in a schematic design plan.
43. Submit the project to the CITY for a Development Standards review.
44. Prepare a construction cost estimate for verification with the budget and re-design as necessary to re-align the design with the construction budget.
45. Submit to City's Project Manager for comment two complete drawing sets with drainage & structural calcs, one of which shall be reproducible.

46. Until a GMP is accepted by all parties, the DESIGN CONSULTANT is responsible for calling all meetings, preparing the minutes, and distribution of the minutes.

X. DESIGN DEVELOPMENT (60% & 90% Document Review):

Based on the approved Schematic Design Documents and any adjustments authorized by CITY (which includes a contractor) 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 sixty percent (60%) complete and again when the design is approximately ninety percent (90%) complete, DESIGN CONSULTANT shall do the following:

49. Allow and invite the Owner's Representative and CM@R to attend the regular weekly design coordination meetings. Attend a CITY "pre-site" meeting with the CITY plans review and development staff.
50. Review the current construction cost estimate for verification with the budget. Re-design as necessary to realign the design with the construction budget. Coordinate with CM@Risk.
51. Review and advise CITY with regard to the Guaranteed Maximum Price if submitted by CM@ Risk at completion of schematics.
52. Present a second briefing to Board that shall include preparing exhibits, renderings, briefing Board members while documenting meeting information exchange.
53. Conduct a full document set (plans & specs) review in the presence of all consultants, CM@R and CITY'S representatives and any other stakeholders.
54. Continuous involvement with design team, CITY, CITY's Project Management, and CM@Risk. Submit for review of completed 60% design, to the CM@Risk and CITY'S Project Manager for comment three complete drawing sets, specifications, drainage & structural calcs, one of which will be reproducible. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.
55. 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 (90% Document Review):

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 approximately ninety eight percent (90%) complete DESIGN CONSULTANT shall do the following:

56. Coordinate, meet, and team with CM@Risk on all design and constructability review.
57. Prepare plans, elevations, sections, schedules, notes and specifications as required to be able to bid (if necessary) and to construct the project in its entirety.
58. Cover sheet to be provided by CITY on diskette (AutoCAD release 14).
59. Provide the City of Chandler with a 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.
60. Conduct a full document set (plans & Specs) review in the presence of all consultants, CM@R and CITY'S representatives.
61. 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.).
62. Review/coordinate construction cost estimate for verification with the budget. Re-design as necessary to realign the design with the construction budget. Review and advise CITY with regard to the Guaranteed Maximum Price submitted by CM@ Risk.
63. Submit to CITY'S Project Manager and CM@Risk for comment three complete drawing sets, specifications, drainage & structural calcs, one of which will be reproducible. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.

XII AWARD OF CONSTRUCTION CONTRACT (BID IF NECESSARY) (100% Documents):

64. Submit completed 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 on diskette in Microsoft Word 98. Plans will be black line prints as well as on diskette Auto CAD release 14 or R2000. Include redline reviewed drawings and comments received from previous review along with a review summary indicating action taken.
65. Pick-up plan review final comments and prepare stamped Mylar documents for reproduction. CITY will have the bid sets reproduced from these Mylar's.
66. Assist CITY in the evaluation of "substitutions and or-equals" and make a recommendation to accept or decline*
67. Prepare addenda, for CITY'S Project Manager, for review and approval by CITY. CITY will distribute.

XIII. CONSTRUCTION ADMINISTRATION:

68. During the Construction phase of the Project DESIGN CONSULTANT shall do the following:
69. Note: A City staff member will be designated as the Project Manager and as CITY'S REPRESENTATIVE and will perform those functions listed in the City's General Conditions for Construction Contracts as duties of the CITY REP. The DESIGN CONSULTANT will be designated the Project Designer and shall perform those functions listed in the City's General Conditions for Construction Contracts as duties of the Project Designer, but shall also perform the following functions: (Designers Construction Administrator role is defined below.)
70. Attend and participate in the pre-construction conference for the purposes of establishing lines of communication, project protocol as well as answering design questions.
71. Assist CITY with the review of contractor's schedules, and then make a recommendation regarding approval.
72. Assist Owner in the review of the Contractors "value engineering" suggestions and then make a recommendation. (Most of this will already have occurred during the Design phase with the CM@R, however, there may be value engineering suggestions due to conditions found in the field.
73. Evaluate contractor claims and disputes between CITY and contractor and provide a written determination to CITY within seven (7) days of the date such matter is submitted to DESIGN CONSULTANT.
74. In the event of a claim or dispute by contractor, interpret the requirements of the Contract Documents and judge the acceptability of the Work thereunder. Make written recommendations to the City on all claims of the Contractor related to; the acceptability of the work, or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work, or additional work as deemed necessary by the City (within 7 days).
75. Respond to RFI's and issue necessary interpretations and clarifications of the contract documents (within 36 hours).
76. Receive, log, review and approve/disapprove Shop Drawings, calculations, samples, and test results (within 10 days), as requested in coordination with the CM@Risk contractor.
77. Construct a color/sample board of approved finishes submittals.
78. Perform site visits at a rate of 4-8 hours per week, depending on work in progress, during construction. During these visits, produce "field reports" documenting progress and issues. This effort does not include and is independent of special inspections.
79. Participate in scheduled field management meetings.
80. Perform "UBC Special Inspections" as required.
81. Evaluate and verify payment applications, with the Owner, based on designer's on-site observations, data and schedule. Make a recommendation regarding approval.
82. Conduct with City an inspection to determine if project is substantially complete. Substantial completion inspection is to determine if the work is completed to the standard required by the contract documents. Prepare a preliminary punch list and provide to City.
83. Conduct with City a final inspection to assist City to develop the final punch list and assist in final re-inspection.
84. DESIGN CONSULTANT shall determine when the Project is complete and recommend, in writing, to CITY, acceptance of the Project but only after DESIGN CONSULTANT has performed a final inspection which confirms that the contractor has fulfilled all obligations under their contract and is entitled to final payment. Such

a recommendation is DESIGN CONSULTANT's written notice to City and Contractor that the work is complete and the Project is acceptable.

85. Receive, review and approve/disapprove Operations & Maintenance manuals (within 2 weeks).

XII. POST CONSTRUCTION:

86. Design Consultant shall prepare and deliver to CITY, record drawings of the constructed work on 4 mil Mylar, together with complete electronic files for the Project in AutoCAD release 14 or R2000. As-built information will be obtained from redlined drawings prepared by the contractor. Design Consultant shall provide to CITY six (6) electronic copies (CD-ROM) of the drawings in AutoCAD-14 format or R2000 for CITY and for distribution to affected utilities.

EXHIBIT A-1
DETAILED DESCRIPTION OF CITY'S CONCEPT

The City of Chandler Tumbleweed Park Maintenance Facility Facility, Project No. PR0701-201 will be a 15,000 square foot maintenance facility with associated site improvements located on a 6-acre parcel in Tumbleweed Park on the north side of East Ryan Road. The building will serve as the operations facility for Park Operations and Building and Facilities divisions.

The Tumbleweed Park Maintenance Facility Facility project shall include:

- 1) Staff area for 80 persons (total 10,000 square foot) including: Offices/ Restrooms/ Showers/ Lockers/ Reception Area/ Conference Room/ Break Room/ Training Room/ Storage.
- 2) Workshop (total 5,000 square foot): Joint use workshop – air-conditioned/ secure tool storage.
- 3) Covered Storage Area: 5,000 square foot covered storage area including hazardous storage and wash rack.
- 4) Parking: For 125 vehicles (50 staff + 65 trucks + 10 visitor).
- 5) Special Systems: Telephone, Computer Network Data, Access Control Security, Fire Alarm, Intercom, Audio/ Visual, Energy Management System, Backup Generator.
- 6) Survey: The project site will be tied into the overall boundary for Tumbleweed Park, but the entire park boundary will not be surveyed.
- 7) Site Improvements/ Utilities:
 - a) Water
 - i) Potable water will be connected to either the main at Ryan Road, or a main which runs on the north side of Pioneer Parkway, which ever is more beneficial to the project.
 - ii) A water line will be extended from the new project site to the restored house just east of the project site.
 - b) Sewer
 - i) It is anticipated that the sewer will be connected to the sewer line in South Hamilton Street (+/- 2800 L.F.). Prior to finalizing the scope of work and survey limits, the sewer depth in McQueen Road will be verified to see if a gravity sewer line could be extended to the project site (+/- 1600 L.F.).
 - ii) A sewer line will be extended from the new project site to the restored house just east of the project site.
 - c) Agricultural Irrigation
 - i) In order to maintain the field irrigation to the west of the project site, the plan is to maintain the concrete lined channel on the east and north sides of the site, tile under the new project entry road, and then design a new concrete lined channel back to the south to irrigate the fields to the west.
 - d) Landscape Irrigation
 - i) Landscape irrigation for the site will be connected to the 8" reclaimed water line which runs north from the pump at the southeast corner of the site.

- e) New Project Entry Road
 - i) A new road will be designed from Pioneer Parkway toward Ryan Road, but stopping short of Ryan Road to allow for a future connection (under a different project); after the Ryan Road design section is determined. The terminus of the new road will require a Fire Department approved turn-around until the Ryan Road connection is made. A new left turn lane will be added/cut into the existing median in Pioneer Parkway to accommodate the new project road.

- f) Site Constraint ASR Wells
 - i) The building and site improvements for the project will stop at a point where the improvements do not interfere with the Municipal Utilities Department – Aquifer Storage Recovery and Injection Wells that run along the south part of the site.

EXHIBIT A-2
DESIGN TEAM AND THEIR ASSIGNMENTS

Design Consultant's design team and their assignments are as follows:

1. Architectural Resource Team (Architectural)
99 E. Virginia Avenue, Suite 120, Phoenix, AZ 85004
(602) 307-5399 fax (602) 307-5409
Pat Rehse, FAIA; Principal in Charge
Fawzia Ahmedali, AIA, LEED AP; Project Manager
Jack Riehm, Assoc. AIA; Construction Administrator

2. Architectural Resource Team Structural (Structural)
Eric Keller, P.E.; Structural Engineer

3. Henderson Engineering (Mechanical, Plumbing, Electrical, Special Systems, Fire Protection)
8325 Lenexa Drive, Suite 400, Lenexa, KS 66214
(913) 307-5300 fax (913) 307-5400
Omid Mottahead, P.E.; Electrical Engineer
Marcus Sanchez, P.E.; Mechanical, Plumbing Engineer

4. Rider Hunt Levett & Bailey (Cost Estimation)
Scott J. Macpherson; Estimator

5. Professional Services Industries, Inc. (Geotechnical)
2720 S. Hardy Drive, Suite 4, Tempe, AZ 85282
(480) 929-0282 fax (480) 929-0351
Vaibhav Swami; Project Manager

6. Gavan & Barker, Inc. (Civil Engineering/ Landscape)
3030 North Central Avenue, Suite 1530, Phoenix, AZ 85012
(602) 200-0031 fax (602) 200-0032
John E. Barker, ASLA, RLA; Landscape Architect
Mark T. Gavan, P.E., RLS; Civil Engineer

7. SASC Southwest (Specifications)
4636 E. University Drive, Suite 145 Phoenix, AZ 85034
(480) 967-0088 fax (480) 967-0088
Martin Hayes, AIA, CSI, CCS; Specifications Writer

**EXHIBIT A-3
PRODUCTION SCHEDULE**

- | | |
|--|-----------------------------------|
| 1. Preliminary Research [10 Calendar Days] | June 4 th , 2007 |
| 2. Programming [20 Calendar Days]
(Including 3 meetings with city Staff) | June 11 th , 2007 |
| 3. Geotechnical Investigation and Report
[15 Calendar Days] | July 9 th , 2007 |
| 4. Schematic Design [35 Calendar Days]
(Including 4 meetings with staff and CMAR) | July 9 th , 2007 |
| 5. Design Development [25 Calendar Days]
(Including 4 meetings with staff and CMAR) | August 20, 2007 |
| 6. Construction Documents [40 Calendar Days]
(Including 4 meetings with staff and CMAR) | September 24 th , 2007 |
| 7. Development Services Review and Corrections
[4 Months for Review and Corrections] | November 12 th , 2007 |
| 8. Building Permit | March 10 th , 2008 |
| 9. Construction Administration [9 Months] | March 12 th , 2008 |
| 10. Certificate of Occupancy | December 1 st , 2008 |
| 11. Post Construction [10 Calendar Days] | December 15 th , 2008 |

EXHIBIT A-4
QUALITY CONTROL PLAN

The quality control of documents including review of design intent, constructability and coordination of disciplines is achieved by periodic reviews. The periodic reviews are completed at the following phases:

1. Schematic Design or 30% documents – The documents are reviewed for code compliance, design intent and coordination by the project architect/ project manager. Potential conflicts are identified and corrected.
2. Design Development or 60% documents - The documents are reviewed for code compliance, design intent and coordination by the project architect/ project manager. It includes a detailed review of Civil, Mechanical, Electrical and Plumbing systems and their coordination with architectural. Potential conflicts are identified and corrected.
3. 50% Construction Documents or 75% documents - The documents are reviewed for code compliance, design intent, coordination and constructability by the project manager and the Construction Administration team. Potential conflicts are identified and corrected. Construction details missing are identified and included.
4. Construction Documents or 95% documents - The documents are reviewed for code compliance and constructability.

EXHIBIT B

FEE SCHEDULE - NOT TO EXCEED – HOURLY RATE

PROJECT TITLE: **Tumbleweed Park Maintenance Facility**
PROJECT NO. **PR0701-201**
Chandler, AZ.

For services described in paragraph 3 of this Agreement, the CITY shall pay DESIGN CONSULTANT a fee not to exceed the sum of **Three Hundred Ninety Eight Thousand Five Hundred Eighty Eight** dollars (**\$398,588**) in accordance with the schedule set forth in exhibits B-1 and B-2 attached hereto and incorporated herein by reference.

1. PAYMENT SCHEDULE: Payments to Design Consultant will be based on the hourly rates and expense costs shown on the fee schedule attached as Exhibit B-1 and will be made in accordance with the estimated payment schedule attached as Exhibit B-2 which is based on the production schedule shown on Exhibit A-3. If the production schedule is amended, Exhibit B-2 shall also be modified to be consistent with Exhibit A-3.
2. The not to exceed fee listed above is the total authorized fee and includes "reimbursables".
3. Payment will be made monthly on the basis of time and costs expended as reported in progress reports and deliverables. Work schedule updates will be included in the monthly progress payment requests.
4. An application and certification for payment must be provided by Design Consultant. Such application must provide a clear, detailed invoice reflecting all items billed for. The summary sheet will show, in addition to hours, rates and costs, the percentage of work completed to date, previous payment invoiced/received and current fee requested.
5. Such application shall also include any/all backup documentation (i.e.: receipts, invoices, logs, etc) supporting reimbursable expenses and consultant fees.

**EXHIBIT B-1
DESIGN TEAM HOURLY RATES AND OTHER CHARGES**

Architectural

Principal	\$135.00
Structural Engineer	\$115.00
Project Architect	\$105.00
Designer	\$95.00
Specifications Writer	\$85.00
Construction Observer	\$85.00
CADD Drafter	\$80.00
Clerical	\$55.00

Civil Engineering, Landscape

Project Manager/ Principal	\$151.00
Engineering Designer	\$85.00
Landscape Architect	\$125.00
Landscape Designer	\$80.00
Survey Crew	\$138.00

**Mechanical, Plumbing, Electrical,
Special Systems, Fire Protection**

Principal	\$150.00
Project Manager	\$95.00
Professional/Senior Engineer	\$100.00
Designer	\$85.00
CADD	\$55.00

**EXHIBIT B-2
ESTIMATED PAYMENT SCHEDULE**

Basic Services:	Fees
Architectural Services	\$155,350.00
Preliminary Research	\$4,275.00
Programming	\$10,450.00
Schematic Design	\$20,805.00
Design Development	\$20,720.00
Construction Documents	\$28,500.00
Award of Construction Contract	\$4,750.00
Construction Administration	\$62,050.00
Post Construction	\$3,800.00
 Structural Engineering	 \$19,500.00
Specifications	\$7,200.00
 Mechanical, Plumbing and Electrical	 \$67,000.00
MPE	
Special Systems	
Fire Protection	
Construction Administration	
Post Construction	
 Cost Estimation	 \$10,000.00
Schematic Design Cost Estimate	\$3,000.00
DD – Review of CMAR Estimate	\$2,000.00
90% CD – Review of CMAR Estimate	\$2,000.00
100% CD – Review of CMAR GMP	\$3,000.00
<hr/> Subtotal Basic Services	<hr/> \$259,050.00
 Additional Services:	
Geotechnical Investigation	\$4,900.00
6 Borings and report	\$3,500.00
4 Percolation Tests	\$1,400.00
Civil Engineering/ Landscape	\$102,138.00
Survey	\$11,778.00
Preliminary Research	\$5,248.00
Utility Coordination/ Programming	\$3,190.00
Schematic design	\$11,034.00
Design Development	\$27,208.00
Construction Documents	\$23,818.00
Post Construction	\$19,862.00
 Structural Special Inspections	 \$6,000.00
Architectural Renderings	\$4,000.00
Reimbursables (allowance)	\$18,000.00
Record Drawings (Mylar Printing allowance)	\$4,500.00
<hr/> Subtotal Additional Services	<hr/> \$139,538.00
<hr/> Total Design Cost	<hr/> \$398,588.00