



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CA08-056**

**1. Agenda Item Number:**

*17*

**2. Council Meeting Date:**  
November 8, 2007

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** October 19, 2007

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Community Services

**5. SUBJECT:** Award an annual contract for engineering services to Olsson Associates for park design services, Project No. EN0722-101 and award a project agreement for design services for Centennial Park, Project No. PR0810-201.

**6. RECOMMENDATION:** Staff recommends that Council award an annual contract for engineering services to Olsson Associates for park design services, Project No. EN0722-101, in an amount not to exceed \$2,000,000 for the first year with the option for the City to extend the agreement for four additional terms of one-year each and award a project agreement for design services for Centennial Park, Project No. PR0810-201, in an amount not to exceed \$126,980 under the annual agreement.

**7. BACKGROUND/DISCUSSION:** The 2007-2012 Capital Improvement Program approved by the City Council for development of parks and recreational facilities will require contracts for design services for multiple projects including community parks, neighborhood parks, and regional park improvements.

The City's system of neighborhood parks is intended to serve Chandler's residential areas with a variety of passive and active recreational facilities. As stated in the Parks and Recreation Master Plan, it is the City's goal to provide, where possible, at least one ten-acre neighborhood park per each square mile of residential development. Funding is included in the current fiscal year for the design of the Centennial Park site. Development of the park is scheduled for FY 2008/09. The Centennial Park site is 7.87 acres in size and is located in the square mile bordered by Queen Creek, Ocotillo, Gilbert and Cooper Roads. This park will serve the needs for that square mile. Typical amenities included in neighborhood parks are lighted paths, playgrounds, sand volleyball courts, basketball courts, ramadas, open space and landscaping. During the design process for this park, staff will facilitate public meetings to receive input on the design of the park.

**8. EVALUATION:** The consultant selection process was conducted in accordance with established City policies and procedures. On July 24, 2007, staff received statements of qualifications from twenty firms to provide park and park facility design services. The selection committee reviewed the qualifications and selected three firms for recommendation of contract award. The selection committee consisted of the following members:

- Chris Lamm, Project Manager
- Don Tolle, Park Planning Superintendent
- Mickey Ohland, Park Development & Operations Manager
- Jason Marie, P.E.
- John Irvine, Resident

Staff recommends the award of this contract and project agreement to Olsson Associates for the design of Centennial Park, Project No. PR0810-201 based on suitability for the specific project, expertise and experience on similar projects, and availability. Also included in the ranking of the first five firms were Gavan and Barker, Inc., J2 Engineering and Environmental Design, LLC, Logan Simpson Design Inc. and EPG, Inc. to the design firm.

**9. FINANCIAL IMPLICATIONS:**

Cost: \$126,980  
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>
422.4580.0000.6611.8PR557	Neighborhood Parks SDF	Future Neighborhood Park Development	FY 07/08	\$ 126,980

**10. PROPOSED MOTION:** Move that Council award an annual contract for engineering services to Olsson Associates for park design services, Project No. EN0722-101, in an amount not to exceed \$2,000,000 for the first year with the option for the City to extend the agreement for four additional terms of one-year each and award a project agreement for design services for Centennial Park, Project No. PR0810-201, in an amount not to exceed \$126,980 under the annual agreement, and authorize the Mayor to sign the contract documents.

**ATTACHMENTS:** Location Map

**APPROVALS**

**11. Requesting Department**



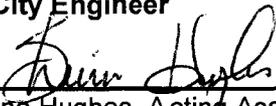
Mickey Ohland, Park Development and Operations  
Manager

**13. Department Head**



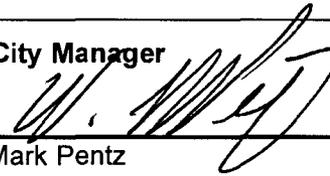
Mark M. Eynatten, Community Services Director

**12. City Engineer**



Sheina Hughes, Acting Assistant Public Works  
Director/City Engineer

**14. City Manager**

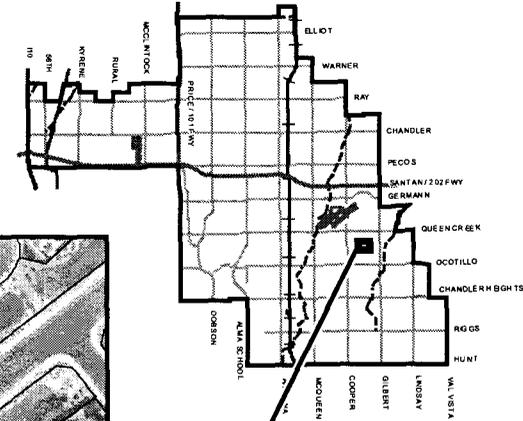


W. Mark Pentz



Chandler - Arizona

# CENTENNIAL PARK PROJECT NO. PR0810-201



**MEMO NO. CA08-056**

 CENTENNIAL SITE



NTS  
**ChangIR**

## ANNUAL CONTRACT FOR ENGINEERING SERVICES

**PROJECT NO:** EN0722-101  
**PROJECT NAME:** Annual Park Design

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY"), and **Olsson Associates, a Nebraska corporation licensed to do business in Arizona** (hereinafter referred to as "ENGINEER").

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

WHEREAS, ENGINEER represents that ENGINEER has the expertise and is qualified to perform the services described in this Agreement.

NOW THEREFORE, CITY and ENGINEER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### 1 DESCRIPTION OF WORK

- 1.1 This is an indefinite quantity and indefinite delivery Annual Contract to provide professional services including, but not limited to civil site improvements, landscape and irrigation, hardscape features such as armadas, walks and trails, playgrounds, and sports courts. As well, other park amenities, as appropriate, for parks ranging from 5-100 acres in size. Utility coordination and relocation assistance, surveying and real estate acquisition support, to the City of Chandler. For any project determined by CITY to be appropriate for this Annual Contract, CITY will issue a delivery order to ENGINEER, at which time the parties will execute a Project Agreement specifying the cost and completion schedule for that project. **Although CITY anticipates that ENGINEER will be issued a substantial amount of work, the total cost of work issued to the ENGINEER by the City of Chandler in any one-year contract term will not exceed Two Million Dollars (\$2,000,000). ENGINEER is not guaranteed any minimum amount of work nor any jobs at all. ENGINEER is aware that there is more than one Engineer who has been awarded an Annual Contract for this type of work. CITY reserves the right and will issue delivery orders based on ability of the contractor to meet CITY's work schedule and the availability of trades and expertise in relation to each project.**
- 1.2 Each task shall be reviewed and approved by CITY to determine acceptable completion. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of each Project Agreement, shall be and remain the property of CITY and shall be delivered to CITY before payment is made to ENGINEER.
- 1.3 The ENGINEER shall not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract amendment and signed by the Contract Administrator.

### 2 CITY REPRESENTATIVE

To provide the professional services required by this Agreement, ENGINEER shall act under the authority and approval of City Engineer or designee. For each Project a City Representative will be appointed who shall oversee the Project Agreement, assist the ENGINEER with any necessary information, audit billings, and approve payments. The ENGINEER shall channel reports and special requests through the City Representative.

### 3 ENGINEER'S KEY PERSONNEL

CITY reserves the right to review and approve ENGINEER'S staff to be assigned to any project by ENGINEER during the term of this Agreement.

#### 4 FEE SCHEDULE

- 4.1 CITY shall pay ENGINEER for each Project an amount not to exceed that specified in each Project Agreement based on the rates shown on the Fee Schedule attached hereto as Exhibit A and incorporated herein by reference.
- 4.2 The cumulative total amount of fees paid to ENGINEER for all Project Agreements under this Contract shall not exceed the sum of **Two Million Dollars (\$2,000,000)**.
- 4.3 An Application and Certification for Payment form must be submitted to CITY which shall include the following: a clear, detailed invoice reflecting hours 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 must also be included in the monthly progress payment requests

#### 5 CONTRACT TERM AND DELIVERY

- 5.1 The term of this Agreement is one year commencing on the date the agreement is executed by the last party to sign, with CITY reserving the option to extend the agreement for four additional terms of one year each.
- 5.2 Within ten (10) days of the date CITY issues a delivery order or Project Agreement, ENGINEER shall submit to CITY a schedule indicating the times for starting and completing the various stages of the work, including any Milestones specified in the Project Agreement and as more fully described therein. The schedule shall be satisfactory in form and substance to CITY. Upon acceptance of these schedules by CITY, they shall be incorporated into the Project Agreement.
- 5.3 Time is of the essence. All of the time limits for Milestones, if any, and completion and readiness for final payment as stated in the Project Agreement, are of the essence of both the Project Agreement and this Annual Contract.
- 5.4 Failure of ENGINEER to perform any covenant or condition contained herein and in the Project Agreement within the time periods specified therein, shall constitute a material breach of both the Project Agreement and this Annual Contract, entitling CITY to terminate either or both the Project Agreement and this Annual Contract, unless ENGINEER applies for and receives an extension of time in accordance with the procedures set forth herein.

#### 6 TAXES

- 6.1 **ENGINEER** shall pay all sales, consumer, use, and other similar taxes required to be paid by ENGINEER in accordance with state and local laws.
- 6.2 **ENGINEER** shall be required to obtain a current City of Chandler privilege tax license before the first Project Agreement is issued.

#### 7 PATENT FEES AND ROYALTIES

ENGINEER shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the contract documents for use in the performance of the work and if, to the actual knowledge of CITY, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by CITY in the contract documents. ENGINEER shall defend, indemnify and hold harmless CITY and anyone directly or indirectly employed by CITY from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, product or device not specified in the contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

## **8. STANDARDS OF PERFORMANCE:**

A. This design contract has been awarded to ENGINEER 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. ENGINEER shall not deviate nor substitute any of these team members without prior written approval by CITY.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CITY shall not be responsible for discovering deficiencies therein. ENGINEER 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. ENGINEER shall be familiar with CITY's Standard Details and Specifications and other relevant CITY regulations. ENGINEER 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 ENGINEER, any standard details or specifications incorporated therein by reference, and the Construction Contract.

D. Correction of Mistakes: ENGINEER shall be responsible for the completeness and accuracy of the work prepared or compiled under ENGINEER's obligation for this project and shall correct, at ENGINEER'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 ENGINEER. The cost of the design necessary to correct those errors attributable to ENGINEER and any damage incurred by CITY as a result of additional construction costs caused by such engineering or architectural errors shall be chargeable to ENGINEER and shall not be considered a cost of the Work. The fact that CITY has reviewed or approved ENGINEER's work shall in no way relieve ENGINEER of any of its responsibilities.

## **9 INDEMNIFICATION**

### **A. For Professional Liability:**

To the fullest extent permitted by law, ENGINEER 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 ENGINEER, 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 ENGINEER 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 ENGINEER, its employees, agents, or any tier of subcontractors). The provisions of this paragraph shall survive termination of this Contract.

### **For all Other Liabilities, Hazards and Exposures:**

To the fullest extent permitted by law, ENGINEER 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 ENGINEER and alleged to have been caused in whole or in part by any act or omission of ENGINEER, anyone directly or indirectly employed by them or anyone for whose acts ENGINEER 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 ENGINEER, its agents, employees or representatives to fulfill ENGINEER'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 ENGINEER, its employees, agents, or any tier of subcontractors). The provisions of this paragraph shall survive termination of this Contract.

**B. 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.

**C. 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.

**10 INSURANCE REQUIREMENTS**

**10.1 General Requirements**

- 10.1.1 ENGINEER, 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.
- 10.1.2 Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
- 10.1.3 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.
- 10.1.4 If any of the insurance policies are not renewed prior to expiration, payments to the ENGINEER 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 ENGINEER.
- 10.1.5 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.
- 10.1.6 ENGINEER'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.
- 10.1.7 The insurance policies, except Workers' Compensation, 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 ENGINEER's acts, errors, mistakes, omissions, work or service.
- 10.1.8 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 ENGINEER. ENGINEER 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 ENGINEER 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 only be accepted with the permission of the Management Services Director/designee.

- 10.1.9 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.
- 10.1.10 Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the ENGINEER with reasonable promptness in accordance with the ENGINEER's information and belief.
- 10.1.11 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 ENGINEER until such time as the ENGINEER shall furnish such additional security covering such claims as may be determined by the CITY.

## **10.2 Proof of Insurance – Certificates of Insurance**

- 10.2.1 Prior to commencing work or services under this Agreement, ENGINEER shall furnish to CITY Certificates of Insurance, issued by ENGINEER'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.
- 10.2.2 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.
- 10.2.3 All Certificates of Insurance shall identify the policies in effect on behalf of ENGINEER, 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.
- 10.2.4 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 ENGINEER of any deficiencies in such policies and endorsements, and such receipt shall not relieve ENGINEER from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of ENGINEER's obligations under this Agreement.

## **10.3 Required Coverage**

Such insurance shall protect ENGINEER from claims set forth below which may arise out of or result from the operations of ENGINEER under this Contract and for which ENGINEER may be legally liable, whether such operations be by the ENGINEER or by a Sub-ENGINEER 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.

- 10.3.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- 10.3.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the ENGINEER's employees;
- 10.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the ENGINEER's employees;
- 10.3.4 Claims for damages insured by usual personal injury liability coverage;
- 10.3.5 Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

- 10.3.6 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.
- 10.3.7 Claims for bodily injury or property damage arising out of completed operations;
- 10.3.8 Claims involving contractual liability insurance applicable to the ENGINEER's obligations under the Indemnification Agreement;
- 10.3.9 Claims for injury or damages in connection with one's professional services;
- 10.3.10 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.

**10.4 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 ENGINEER's operations and products, and completed operations.

**10.5 General Liability - Minimum Coverage Limits**

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.

**10.6 Automobile Liability**

ENGINEER 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 ENGINEER'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.

**10.7 Worker's Compensation and Employer's Liability**

ENGINEER shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over ENGINEER'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, ENGINEER will require the SubConsultant to provide Workers' Compensation and Employer's Liability to at least the same extent as required of ENGINEER.

## **10.8 Professional Liability**

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

## **11 TERMINATION WITHOUT CAUSE**

CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with fifteen- (15) days written notice. In the event of such termination, ENGINEER shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subconsultants to cease such work. As compensation in full for services performed to the date of such termination, the ENGINEER shall receive a fee in accordance with the Fee Schedule attached as Exhibit A.

## **12 TERMINATION WITH CAUSE**

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

- (a) ENGINEER abandons Work;
- (b) ENGINEER assigns or attempts to assign its rights or obligations under this Agreement or any part thereof to any third-party (without the prior written consent of CITY);
- (c) ENGINEER is adjudged bankrupt or insolvent, makes a general assignment for the benefit of creditors, has a trustee or receiver appointed for its property, or files a petition to take advantage of any debtor's act;
- (d) ENGINEER fails or refuses to perform any obligation under the Agreement, or fails to remedy such nonperformance within seven (7) days after its occurrence;
- (e) ENGINEER fails to comply with any applicable Laws and fails to remedy such nonperformance within seven (7) days after its occurrence;
- (f) ENGINEER fails to achieve the required dates for performance required pursuant to the Agreement.

The CITY'S right of termination for cause as set forth herein shall be in addition to, and not a limitation of, any and all other remedies available to CITY at law, in equity, or under the terms and provisions of this Agreement."

## **13 DISPUTE RESOLUTION**

All claims, disputes and other matters in question between CITY and ENGINEER arising out of, or relating to this Agreement or any of the Project Agreement, or the breach thereof shall be decided by binding, unappealable arbitration, if the claim for compensation, costs or expenses or damages is equal or less than Fifty Thousand dollars (\$50,000).

Nothing herein contained shall be so construed as to preclude the ENGINEER from commencing a legal action in relation to claims in excess of Fifty Thousand dollars (\$50,000), but the ENGINEER'S sole legal remedy in relation to claims of Fifty Thousand dollars (\$50,000) or less shall be binding, unappealable arbitration as prescribed.

## **14 ARBITRATION OF CLAIMS AND DISPUTES**

All arbitration of claims shall be conducted in Chandler, Arizona, in accordance with the Uniform Rules of Procedure for Arbitration adopted by the Arizona Supreme Court (Uniform Rules), except for any rules therein allowing or concerning appeal. Where necessary to allow arbitration to proceed, CITY and ENGINEER shall execute an Agreement of Reference consistent with the provisions of this Agreement.

## **15 MISCELLANEOUS**

- 15.1 No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto, without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Annual Contract or any Project Agreement.
- 15.2 The failure of any party to enforce against another party any provision of this agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this agreement.

## **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. ENGINEER shall furnish the CITY, upon its request, originals or reproducible of technical specifications and copies of all other documents listed above. ENGINEER shall endorse, by his professional seal, all plans and Consulting 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 ENGINEER to be suitable for re-use for any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to ENGINEER.

## **18 No-Kick-Back Certification**

- 18.1 ENGINEER warrants that no person has been employed or retained to solicit or secure this Contract 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 CONSULTING firm.
- 18.2 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**

- 19.1 ENGINEER 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.
- 19.2 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 Controlling Law**

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

**21 Cooperative Purchasing**

**Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the ENGINEER, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

**22 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 hereto have executed this contract on:  
CITY OF CHANDLER: ENGINEER:

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

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

APPROVE AS TO FORM:

\_\_\_\_\_  
City Attorney by: *[Signature]*  
ATTEST:  
\_\_\_\_\_  
City Clerk

By: *[Signature]*  
Signature  
Print Name: *Jeffrey Kratzke*  
Title: *Vice President*  
ADDRESS FOR NOTICE:  
Mr. Jeffrey Kratzke  
Olsson Associates, Inc.  
7250 N. 16<sup>th</sup> St., Ste 210  
Phoenix, AZ 85020  
Phone: 602-748-1000 602-748-1001 fax

ATTEST. If Corporation  
*[Signature]*  
SEAL Secretary

**EXHIBIT A  
FEE SCHEDULE**

<u>Classification</u>	<u>Direct Hourly Rate</u>	
Principal: .....	\$60/hr	
Project Manager: .....	\$52/hr	
Landscape Architect: .....	\$40/hr	
Landscape Designer: .....	\$30/hr	
CADD Technician: .....	\$26/hr	
Civil Engineer: .....	\$40/hr	
Civil Designer: .....	\$30/hr	
Drainage Engineer: .....	\$43/hr	
Electrical Engineer: .....	\$46/hr	
Electrical Designer: .....	\$32/hr	
Traffic Engineer: .....	\$40/hr	
Traffic Designer: .....	\$30/hr	
Surveying Principal: .....	\$49/hr	
Professional Land Surveyor: ...	\$40/hr	
Survey Technician: .....	\$30/hr	
2-Man Survey Crew: .....	\$47/hr	
Administrative/Clerical: .....	\$17/hr	
Overhead .....	165%	
Profit .....	10%	
 <u>Landscape architect sub</u>		
Irrigation Consultant: .....		\$94/hr
Cadd Technician: .....		\$58/hr
Clerical: .....		\$30/hr
 <u>Architect sub</u>		
Principal: .....		\$175/hr
Project Architect: .....		\$125/hr
Draftsman: .....		\$75/hr
Clerical: .....		\$50/hr
 <u>Field Exploration sub:</u>		
Field Technician: .....		\$50/hr
Drill Rig & Crew (typically \$135/hour portal to portal): .....		cost
Vehicle: .....		\$0.75/mile
Barricading (typically \$450 - \$600/ day : .....		cost
Private utility locator (typically \$250-\$450/site): .....		cost
 <u>Lab Testing sub:</u>		
MINUS NO. 200 SIEVE & PLASTICITY INDEX: .....		\$110/ea
SIEVE ANALYSIS & PLASTICITY INDEX: .....		\$150/ea
Swell Potential: .....		\$80/ea
MOISTURE CONTENT AND DRY DENSITY ON RINGS: .....		\$12/ea
STANDARD PROCTOR: .....		\$110/ea
COMPRESSION (5PT): .....		\$100/ea
DIRECT SHEAR (THREE POINTS): .....		\$160/ea
R-VALUE: .....		\$350/ea
pH: .....		\$20/ea
MINIMUM RESISTIVITY: .....		\$85/ea
 <u>Engineering Analysis and Report:</u>		
PROJECT ENGINEER: .....		\$95/hr
CLERICAL: .....		\$45/hr



## **EXHIBIT A SCOPE OF WORK**

This neighborhood level park located at Markwood Drive and Kibler Drive, is approximately 7.5 acres in size. The potential amenities for the park include open turf area, ramadas, plaza(s), sports court(s) with post tension, drinking fountains, effluent irrigation, and site lighting.

ANNUAL CONSULTANT shall provide the following services:

### Project Description

Roadrunner Park is located at Ryan Road and 140th Street, is approximately 10 acres in size. The amenities for the park include open turf area, ramadas, plaza(s), sports court(s) with post tension, drinking fountains, effluent irrigation, and site lighting.

ANNUAL CONSULTANT shall provide the following services:

### 1.0 Project Initiation

#### 1.01 Develop Project Schedule

ANNUAL CONSULTANT shall produce a Design Project Schedule in MS Project format in coordination with City of Chandler (City) staff and the CM@R (if applicable). The schedule will establish critical milestones required to achieve the City's stated goals. Baselines will be kept to track changes in the Schedule as the project progresses.

#### 1.02 Project Kickoff Meeting

ANNUAL CONSULTANT shall facilitate a project kickoff meeting with the City to discuss the project schedule, design intent, budget, and deliverables. (Other project stakeholders will include user groups, public utilities, government agencies, and the contractor; these parties will not be invited to the kickoff meeting). The City shall provide available base map information in the available format at this meeting. The City shall provide the meeting facility. The City shall provide all available information regarding this project. Minutes of the meeting will be prepared by ANNUAL CONSULTANT and issued to all attendees within 5 days.

#### 1.03 Data Collection

ANNUAL CONSULTANT shall collect site information from the City including but not limited to existing topographic survey information, adjacent project as-built drawings, utility infrastructure, development and design guidelines for the City of Chandler, and relevant drainage and traffic/transportation reports.

#### 1.04 Inventory and Analysis

- ANNUAL CONSULTANT shall perform Geotechnical, Agronomy and Bio-Assay soil testing to take place immediately after the acceptance of the final site plan to determine soil conditions for surrounding turf and planting areas. The geotechnical report will also provide structural and pavement borings with both structural and pavement recommendation sections for building foundations and pavement surfaces.
- ANNUAL CONSULTANT shall prepare a 24" x 36" color exhibit showing on site and off site opportunities and constraints that will impact the development of a final site plan.

#### 1.05 Existing Conditions Survey

- ANNUAL CONSULTANT shall provide survey of existing conditions to supplement any survey base information provided by the City. Survey to include topography, edge of pavement, and visible utility features (valves, cabinets).

### 2.0 Master Plan Refinement

#### 2.01 Coordinate Public Involvement with City Staff

- ANNUAL CONSULTANT shall meet with City staff to plan public meeting agendas, goals and objectives, times, and locations for the public meetings.

#### 2.02 Coordinate Public Meeting Notices/Web Page Information with City Staff

- The City shall generate all public meeting notices as well as sign in sheets, fact sheets, etc. ANNUAL CONSULTANT shall coordinate with the City to assist with graphics and/or text that have been developed that need to be utilized for the notices and/or web page.

- 2.03 Prepare Master Plan and Analysis Exhibits for Open House
- ANNUAL CONSULTANT shall develop one color rendered and labeled 30" x 42" master plan showing the site layout, program elements, and how they integrate with the site opportunities and constraints. ANNUAL CONSULTANT shall also develop 3D modeling exhibits showing how the lighting will impact the adjacent land uses.
- 2.04 Conduct Public Meeting #1 –Inventory and Analysis/ Preliminary Master Plan Concept
- ANNUAL CONSULTANT shall work with City staff to present Preliminary Goals and Objectives for public information and comment.
  - ANNUAL CONSULTANT shall work with City staff to present the results of the Inventory and Analysis process utilizing graphic exhibits.
  - ANNUAL CONSULTANT shall work with City staff to present the Preliminary Master Plan Concept and document comments.
- 2.05 Prepare Results of Public Meeting #1 Memo
- ANNUAL CONSULTANT shall prepare project background and process utilized to prepare for Public Meeting #1.
  - ANNUAL CONSULTANT shall record written and verbal questions posed by the public and the responses given by ANNUAL CONSULTANT and the City. The results of the meeting will be summarized and action items identified. ANNUAL CONSULTANT shall provide the memo to the City via E-file and hard copy for distribution.
- 2.06 Coordinate with CMAR
- ANNUAL CONSULTANT shall coordinate with the CMAR to determine constructability issues, efficiencies that can be gained, and/or construction techniques that may provide better solutions. ANNUAL CONSULTANT and the CMAR shall communicate a summary of the meeting and receive direction from the City about the direction to move forward with.
- 2.07 Prepare a Refined Master Plan
- Based upon the action items identified from the public meeting and direction from City staff and the results of the CMAR coordination, ANNUAL CONSULTANT shall develop a color rendered and labeled 30" x 42" refined master plan showing the site layout, program elements, and how they integrate with the site opportunities and constraints. ANNUAL CONSULTANT shall also refine the 3D modeling exhibits showing how the lighting will impact the adjacent land uses.
- 2.08 Conduct Public Meeting #2 –Refined Master Plan
- ANNUAL CONSULTANT shall work with City staff to present the Refined Master Plan in a public forum and point out progress and/ or adjustments that have been made from the Preliminary Master Plan Concept. Comments and questions shall be documented by ANNUAL CONSULTANT.
- 2.09 Present Master Plan to Parks and Recreation Board.
- ANNUAL CONSULTANT shall work with City to present Master Plan to Parks and Recreation Board.
- 2.10 Present Master Plan to City Council for Approval.
- ANNUAL CONSULTANT shall work with City to present master Plan to City Council for approval.
- 2.11 Project Management/ Progress Meetings/ Notes
- ANNUAL CONSULTANT shall coordinate with the City, consultant teams, and sub-consultants and strive to provide a product that is on time, on task, and on budget. Bi-Monthly progress meetings will be attended by ANNUAL CONSULTANT along with City Staff to discuss project progress and action items. Notes will be generated by ANNUAL CONSULTANT for each meeting and issued to all attendees within 5 days of the meeting.
- 2.12 Additional meetings required during the master-planning phase of the scope will be billed on a Time and Materials basis.
- 3.0 Construction Document Preparation (90%)
- 3.01 Drainage Report

- ANNUAL CONSULTANT shall prepare drainage report that adheres to the format outlined in the City of Chandler Design Standards. Drainage requirements, guidelines, assumptions and calculations shall be performed using the Maricopa County Flood Control District (MCFCD) Drainage Design Manuals, Volumes I & II.
- 3.02 Utility Technical Memorandum
- ANNUAL CONSULTANT shall prepare a memorandum summarizing the water and sewer demands that the site will generate. ANNUAL CONSULTANT shall provide water calculations and sewer calculations.
- 3.03 Schedule, general notes, key map, general sheets
- ANNUAL CONSULTANT prepare Cover/Face Sheet, base sheets, information schedules, general note sheets
- 3.04 Grading and Drainage
- ANNUAL CONSULTANT shall prepare 90% Grading and Drainage Plans that include grading showing swale locations, one foot interval contouring, slope arrows, drainage basin locations, and spot elevations (after the 60% interim). Grade earthwork calculations will be included with this submittal based upon survey of existing conditions elevations and the results of soils report. A preliminary number will be generated as a discussion point for the 60% interim submittal.
- 3.05 Hardscape Plans
- ANNUAL CONSULTANT shall prepare 90% Hardscape Plans that show basic layout. Surface finishes, materials, and score joints (after the 60% interim), will be developed.
- Plaza Enlargement Plans
- ANNUAL CONSULTANT shall prepare enlarged plans for the plaza areas that requires more detailed information for construction.
- 3.07 Playground Enlargement Plans
- ANNUAL CONSULTANT shall prepare 90% Playground Enlargement Plans that show general layout of play structures and play equipment as agreed upon by the City of Chandler. Play surfaces, including patterns, specific equipment amenities, and schedules will be provided.
- 3.08 Sports Court/Sports Field Enlargement Plans
- ANNUAL CONSULTANT shall prepare enlarged plans for the sport courts (tennis, basketball) and sports fields to show detailed layout and detail references.
- 3.09 Electrical Plans
- ANNUAL CONSULTANT shall prepare electrical plans for general site lighting to include walkways/pathways, and sports courts.
- 3.10 Structural Plans
- ANNUAL CONSULTANT shall preparation of structural drawings for the post tension courts and retaining walls will be provided. Structural plans and calculations for the Ramada, including roof, and columns, will be provided by the contractor as shop drawings. The contractor shall submit the shop drawings and coordinate the approval.
- 3.11 Landscape Plans
- ANNUAL CONSULTANT shall prepare landscape plans that include sports fields and native landscape zones and planters throughout the site. This is anticipated to be a combination of trees, shrubs and vegetative groundcovers with use of decomposed granite as a groundcover in non-turf areas.
- 3.12 Irrigation Plans
- ANNUAL CONSULTANT shall coordinate with the irrigation subconsultant to deliver irrigation plans.
- 3.13 On-Site Water Plans
- ANNUAL CONSULTANT shall prepare on-site water plans for drinking fountains only, and will include sizing calculations for water meters.
- 3.14 On-Site Leech Fields for Drinking Fountains

- ANNUAL CONSULTANT shall prepare on-site leech fields for drinking fountains.
- 3.15 Technical Specifications
- ANNUAL CONSULTANT shall prepare specifications using 8.5" x 11" CSI format and will abide by MAG standard specifications and City of Chandler amendments to the MAG Standard Specifications.
- 3.16 Opinion of Probable Construction Costs
- ANNUAL CONSULTANT shall prepare an opinion of probable construction costs based upon the 30% documents.
  - ANNUAL CONSULTANT shall coordinate with the CMAR and aid them as needed in their development of a cost estimate and suggested value engineering alternatives.
- 3.17 Coordinate Utility Company Reviews and Comments
- ANNUAL CONSULTANT, in coordination with the City, shall coordinate with Utilities impacted by the Development of the Site. ANNUAL CONSULTANT shall assemble a list of utility contacts and provide each affected utility with a set of plans to be reviewed and signed.
- 3.18 Coordinate with CMAR
- ANNUAL CONSULTANT shall coordinate with the CMAR to determine constructability issues, efficiencies that can be gained, and/or construction techniques that may provide better solutions. ANNUAL CONSULTANT and the CMAR will communicate a summary of the meeting and receive direction from the City about the direction to move forward with.
- 3.19 Interim Informal Submittal with Project PM, Effected Staff, and CMAR
- ANNUAL CONSULTANT shall print out a check set of plans as they approach the 60% level. City staff, ANNUAL CONSULTANT design representatives, and the CMAR will engage in an "over the table" review and comment session regarding the plans. City staff shall include key reviewers from the City's development plan review team. Comments will be recorded, tracked, and direction agreed upon as 90% plans are being developed. Failure to provide timely direction may result in schedule adjustments.
- 3.20 Value Engineering
- ANNUAL CONSULTANT shall work with City Staff and the CMAR to develop value engineering ideas that provide value added through savings and/or constructability without compromising the project vision and programming.
- 3.21 Develop (2) Vertical Sections of the Site
- ANNUAL CONSULTANT shall develop 2 sections of the site that adequately convey site programming, grading, drainage, and prominent park features. The sections will be developed based upon proposed grading and will realistically depict in scale proposed conditions.
- 3.22 Identify Off-Site Improvements Needed
- ANNUAL CONSULTANT shall review the plans to determine if the proposed conditions will require off-site design. Results of the research will be communicated to the City.
- 3.23 Quality Control Review
- ANNUAL CONSULTANT shall provide an extensive in-house quality control review to reduce plan error and assure that proper coordination has taken place between The City, affected utilities, and consultant teams.
  - ANNUAL CONSULTANT shall coordinate with the CMAR and aid them in evaluating plans for constructability and make recommendations to improve efficiency, quality, and schedule (if applicable).
- 3.24 90%Submittal
- ANNUAL CONSULTANT shall submit 30% Plans, specifications, and opinion of probable cost to the City for review.
- 3.25 Compile Review Comments
- ANNUAL CONSULTANT shall compile all review comments and prepare a response to all comments in a tabular format, to be returned to the City with the next submittal.
- 3.26 90% Review Meeting

- ANNUAL CONSULTANT shall facilitate a 90% review meeting to address comments from reviewers, and establish resolution.
- 3.27 Project Management/ Meetings Notes
- ANNUAL CONSULTANT shall coordinate with the City, consultant teams, and sub-consultants and strive to provide a product that is on time, on task, and on budget. Bi-Monthly progress meetings will be attended by the ANNUAL CONSULTANT along with City Staff and CMAR to discuss project progress and action items. The ANNUAL CONSULTANT shall coordinate design progress throughout the process and coordinate with CMAR and aid them to prepare project budget, value engineering options, and schedule.
- 3.28 No off-site roadway design plans are included in the Scope of Work and Fees at this time.
- 3.29 Environmental Services Including: 404 Permitting & Archaeological/Cultural Resources are not included in the Design Scope of Work.
- 3.30 Maricopa County Environmental submittals, review coordination, and SWPPP plans are not included in this Scope of Work.
- 3.31 Native plant inventory and salvage plans and demolition plans are not included in this scope or work.
- 3.32 It is assumed that drinking fountains will be drained via leech system and sewer plans are not required.
- 3.33 Water Play Areas, Water Features, and Swimming Pools are excluded from this scope of work.
- 3.34 Architecture, including but not limited to, restrooms and custom ramadas are not included in this scope of work.
- 4.0 Permit Set (100%)
- 4.01 Schedule, general notes, key map, general sheets
- ANNUAL CONSULTANT shall prepare 100% Plans that incorporate the 90% review comments from the City and utilities.
- 4.02 Grading and Drainage
- ANNUAL CONSULTANT shall prepare 100% Grading and Drainage Plans that incorporate the 90% review comments from the City and utilities. ANNUAL CONSULTANT shall update earthwork to reflect 90% plan review comments.
- 4.03 Hardscape Plans
- ANNUAL CONSULTANT shall prepare 100% Hardscape Plans that incorporate 90% review comments from the City and utilities. Specialty paving patterns and materials will be identified. Some rough details will be provided for specialty paving, walls, fences, and other custom elements that are proposed.
- 4.04 Plaza Enlargement Plans
- ANNUAL CONSULTANT shall prepare enlarged plans for the entry plaza and restroom/concession plaza areas that require more detailed information for construction. The 100% Plaza Enlargement Plans will incorporate the 90% review comments.
- 4.05 Playground Enlargement Plans
- The 100% Playground Enlargement Plans will incorporate the 90% review comments.
- 4.06 Sports Court/ Sports Field Enlargement Plans
- ANNUAL CONSULTANT shall prepare 100% Sports Court/Sports Field Enlargement Plans will incorporate the 90% review comments.
- 4.07 Electrical Plans
- ANNUAL CONSULTANT shall prepare 90% Electrical Plans that incorporate the 60% review comments.
- 4.08 Structural Plans

- ANNUAL CONSULTANT shall prepare 100% Structural Plans that incorporate the 90% review comments.
- 4.09 Landscape Plans
- ANNUAL CONSULTANT shall prepare 100% Landscape Plans that incorporate the 90% review comments.
- 4.10 Irrigation Plans
- ANNUAL CONSULTANT shall prepare 100% Irrigation Plans that incorporate the 90% review comments.
- 4.11 Onsite Water Plans
- ANNUAL CONSULTANT shall prepare 100% private water plans that incorporate the 90% review comments from the City. Quantities shall be updated and shown on the 100% plans by ANNUAL CONSULTANT.
- 4.12 Onsite Sewer Plans
- ANNUAL CONSULTANT shall prepare onsite sewer plans.
- 4.13 Horizontal Control Plans
- ANNUAL CONSULTANT shall prepare horizontal control plans developed from using northing and easting coordinate system.
- 4.14 Technical Specifications
- The ANNUAL CONSULTANT shall refine the specifications based upon the 90% review comments.
- 4.15 Opinion of Probable Construction Costs
- ANNUAL CONSULTANT shall update the opinion of probable construction costs based upon the 90% documents.
  - ANNUAL CONSULTANT shall coordinate with the CMAR and aid them as needed in their development of a cost estimate and suggested value engineering alternatives.
- 4.16 Coordinate Utility Company Reviews and Comments
- ANNUAL CONSULTANT, in coordination with the City, will coordinate with Utilities impacted by the Development of the Site. ANNUAL CONSULTANT shall assemble a list of utility contacts and provide each affected utility with a set of plans to be reviewed and signed.
- 4.17 Coordinate with CMAR
- ANNUAL CONSULTANT shall coordinate with the CMAR to determine if further value engineering can be applied without compromising the project.
- 4.18 Value Engineering
- ANNUAL CONSULTANT shall coordinate with the CMAR to determine if further value engineering can be applied without compromising the project.
- 4.19 Quality Control Review
- ANNUAL CONSULTANT shall provide an extensive in-house quality control review to reduce plan error and assure that proper coordination has taken place between The City, affected utilities, and consultant teams.
  - ANNUAL CONSULTANT shall coordinate with the CMAR and help them evaluate the plan for constructability and make recommendations to improve efficiency, quality, and schedule (If applicable).
- 4.20 Preliminary Bid Set Submittal
- ANNUAL CONSULTANT shall submit preliminary permit Plans and opinion of probable cost to the City for review.
- 4.21 Compile Review Comments
- ANNUAL CONSULTANT shall compile all review comments and prepare a response to all comments in a tabular format, to be returned to the City with the next submittal.
- 4.22 Preliminary Permit Review Meeting

- ANNUAL CONSULTANT shall meet with City staff for a 100% comment resolution meeting.
- 4.23 Final Revisions
- ANNUAL CONSULTANT shall make final revisions to create the permit set.
- 4.24 Submit Permit Set
- ANNUAL CONSULTANT shall submit Permit Set and designers estimate to the City for review and approval.
- 4.25 Project Management and meetings
- ANNUAL CONSULTANT shall coordinate with the City, consultant teams, and sub-consultants and strive to provide a product that is on time, on task, and on budget. Bi-Monthly progress meetings will be attended by the ANNUAL CONSULTANT along with City Staff and CMAR to discuss project progress and action items. The ANNUAL CONSULTANT shall coordinate design progress throughout the process and coordinate with CMAR and help them prepare project budget, value engineering options, and schedule.
- 4.26 No off-site roadway design plans are included in the Scope of Work and Fees at this time.
- 4.27 Environmental Services Including: 404 Permitting & Archaeological/Cultural Resources are not included in the Design Scope of Work.
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- 4.30 It is assumed that drinking fountains will be drained via leech system and sewer plans are not required.
- 4.31 Water Play Areas, Water Features, and Swimming Pools are excluded from this scope of work
- 4.32 Architecture, including but not limited to, restrooms and custom ramadas are not included in this scope of work.

**EXHIBIT B  
FEE SCHEDULE**

1.0 Project Initiation	\$13,824
2.0 Master Plan Refinement	\$13,961
3.0 Construction Document Preparation	\$51,572
4.0 Bid/ GMP Set	<u>\$30,538</u>
<b>Subtotal</b>	<b>\$109,895</b>
Subconsultant – Landscape Architect	\$13,220
Subconsultant - Geotechnical	<u>\$3,865</u>
<b>Total</b>	<b>\$126,980</b>