



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA08-226**

1. Agenda Item Number:
35
2. Council Meeting Date:
April 24, 2008

TO: MAYOR & COUNCIL

3. Date Prepared: April 1, 2008

THROUGH: CITY MANAGER

4. Requesting Department: Community Services

5. SUBJECT: Award a professional services contract to Dick & Fritsche Design Group for the design of interior library improvements at the Basha and Hamilton libraries, Project No.LI0801-201, in an amount not to exceed \$69,155.

6. RECOMMENDATION: Staff recommends that Council award a professional services contract to Dick & Fritsche Design Group for the design of interior library improvements at the Basha and Hamilton libraries, Project No.LI0801-201, in an amount not to exceed \$69,155.

7. BACKGROUND/DISCUSSION: This project will create dedicated children's early literacy and teen spaces at the Basha and Hamilton Libraries in response to the increasing use of the facilities by new families in the community. The goal is to incorporate Early Learning Centers into those libraries to provide parents and preschoolers with interactive modules and educational amenities that will increase the pre-literacy skills and school readiness of children. The dedicated teen spaces will create special areas designed to provide a positive experience for teens, engaging them in information and computer literacy activities during the years of their lives when libraries traditionally lose the patronage of this age group.

8. EVALUATION: The City selection process was developed in accordance with the state law for selecting professional services. Five (5) Statements of Qualifications were received from qualified firms on January 10, 2008. The selection committee included the following members:

- | | |
|---------------------------------|---|
| Martin Perez, Project Manager | Dan Lee, Assistant Library Manager |
| Brenda Brown, Library Manager | Kris Sherman, Assistant Library Manager |
| Mary Fachman, Chandler Resident | Paula Brown, Observer |

The committee conducted interviews and discussions with ART, Inc., BAI Interiors, and Dick & Fritsche Design Group. Dick & Fritsche Design Group was selected based on qualifications, design capability, current workload, and experience, and is recommended for approval of this contract.

9. FINANCIAL IMPLICATIONS:

Cost: \$69,155
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>
431.4320.6411.7LI001	Library Impact Fees	Library Improvement	Y	\$69,155

10. PROPOSED MOTION: Move that Council award a professional services contract to Dick & Fritsche Design Group for the design of interior library improvements at the Basha and Hamilton libraries, Project No.LI0801-201, in an amount not to exceed \$69,155, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map

APPROVALS

11. Requesting Department

Brenda Brown

Brenda Brown, Library Manager

13. Department Head

Mark M. Eynatten

Mark M. Eynatten, Community Services Director

12. City Engineer

Sheina Hughes

Sheina Hughes, Assistant Public Works Director/City Engineer

14. City Manager

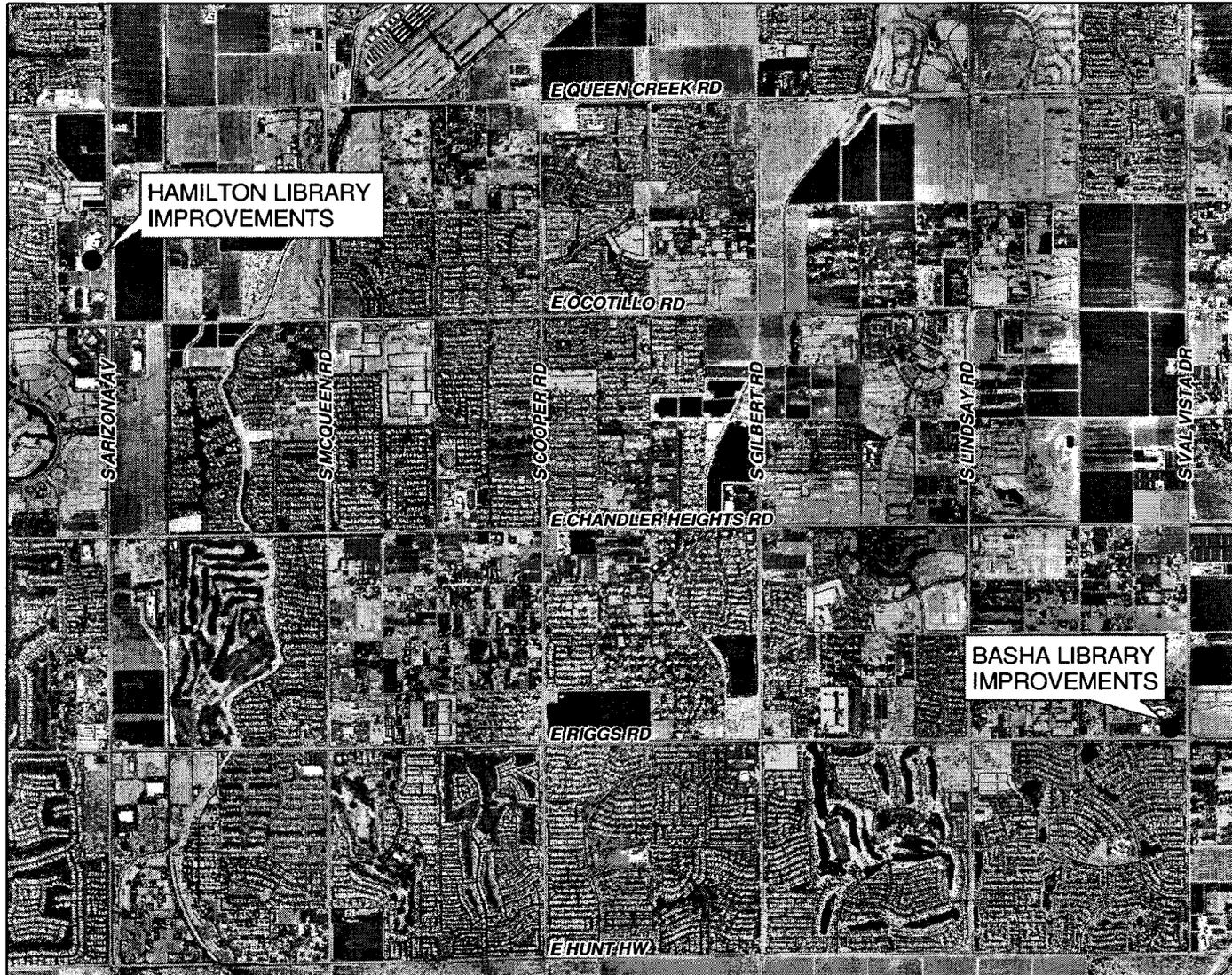
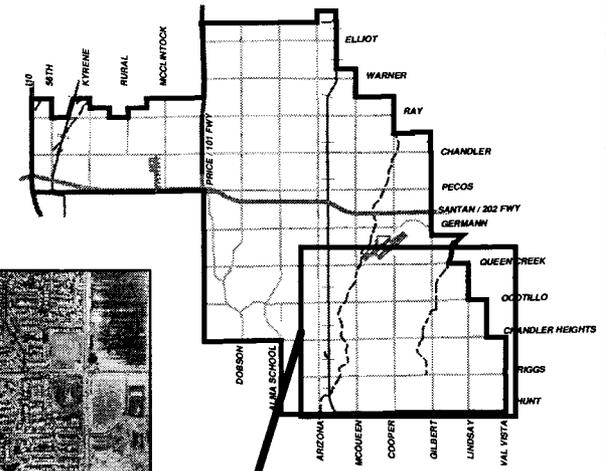
W. Mark Pentz

W. Mark Pentz



BASHA & HAMILTON LIBRARY IMPROVEMENTS

PROJECT NO. LI0801-201



MEMO NO. CA08-226



DESIGN CONSULTANT SERVICES CONTRACT

PROJECT TITLE: **BASHA AND HAMILTON LIBRARY IMPROVEMENTS**

PROJECT NO: **LI0801-201**

This Agreement is made and entered into by and between the City of Chandler, Arizona, a municipal Corporation, hereinafter called the CITY, and **Dick & Fritsche Design Group, 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;

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 BASHA AND HAMILTON LIBRARY IMPROVMENTS will involve evaluating existing room layout, furniture, traffic flow, colors, lighting and designing an interior renovation to incorporate the GASP standards. 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 apply to this contract and take priority over any conflicting provisions between the Contract and the General Conditions. 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 Exhibit A attached hereto and incorporated herein by reference. Exhibit A-2 sets forth the Design Team and their assignments and is attached hereto and incorporated herein by reference.

4. PAYMENT SCHEDULE: For services described in paragraph 3 of this Agreement, the CITY shall pay DESIGN CONSULTANT a fee not to exceed a sum of **Sixty Nine Thousand One Hundred Fifty Five dollars (\$69,155)** in accordance with the fee schedule attached hereto as Exhibit Band B-1 and made a part hereof by reference. Payment will be made monthly on the basis of progress reports. An Application and Certification for Payment Sheet must be provided. In addition, the following must also be included with each application for payment: a clear, detailed invoice reflecting items being billed for; 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.

5. PERIOD OF SERVICE:

A. DESIGN CONSULTANT shall complete all services specified herein within Two Hundred Forty Five (245) calendar days after "Notice to Proceed" is issued by the CITY and in accordance with

the Production Schedule and progress milestones included in Exhibit A 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.

B. DESIGN CONSULTANT shall prepare and deliver to CITY record documents within Thirty (30) days of the date of receipt of the red line drawings from CITY.

6. OPINIONS OF PROBABLE COSTS (ESTIMATES): Any opinions of probable project cost or probable construction cost provided by DESIGN CONSULTANT are made on the basis of information available to DESIGN CONSULTANT and on the basis of DESIGN CONSULTANT's experience and qualifications, and represents its 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.

7. 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 B-1 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.

8. 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 ensure there are no conflicts among the Contract Documents including, but not limited to, the CITY's General and Supplementary Conditions for Construction Contracts, the plans and specifications prepared by DESIGN CONSULTANT, any standard details or specifications incorporated therein by reference, and the Construction Contract.

D. Correction of Mistakes: DESIGN CONSULTANT shall be responsible for the completeness and accuracy of the work prepared or compiled under DESIGN CONSULTANT's obligation for this project and shall correct, at DESIGN CONSULTANT's expense, all errors or omissions therein which may be disclosed. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications shall be accomplished by DESIGN CONSULTANT. The cost of the design necessary to correct those errors attributable to DESIGN CONSULTANT and any damage incurred by CITY as a result of additional construction costs caused by such engineering or architectural errors shall be chargeable to DESIGN CONSULTANT and shall not be

considered a cost of the Work. The fact that CITY has reviewed or approved DESIGN CONSULTANT's work shall in no way relieve DESIGN CONSULTANT of any of its responsibilities.

9. 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.

10. INSURANCE REQUIREMENTS

10.1 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 With the exception of professional liability policies, 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 only be accepted with the 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.

10.2 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.

10.3 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 Contractor'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.

10.3.1 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.

10.3.2 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.

10.3.3 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.

10.3.4 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.

10.3.5 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.

11. 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.

12. **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.

13. **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.

14. **TERMINATION WITH CAUSE**

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

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

15. **OWNERSHIP OF DOCUMENTS:** All documents, including, but not limited to, preliminary designs, tracings, drawings, original mylars, estimates, field notes, investigations, design analysis 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 to this
day of _____ 2008

CITY OF CHANDLER

DESIGN CONSULTANT

MAYOR Date

By: _____
Title: President

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

ADDRESS FOR NOTICE
Dick & Fritche Design Group
4545 E McKinley Street
Phoenix, AZ 85008
Phone: 602.954.9060
Fax: 602.6954

APPROVED AS TO FORM:

ATTEST: If Corporation

City Attorney by _____

David W. Fritsche
Secretary

ATTEST:

City Clerk SEAL

EXHIBIT A

DETAILED DESCRIPTION OF THE PROJECT AND DESIGN CONSULTANT SCOPE OF SERVICES

PROJECT TITLE: BASHA AND HAMILTON LIBRARY IMPROVMENTS
PROJECT NO.: LI0801-201
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 Basha and Hamilton Library Improvements, all as more specifically described herein below.

The facility design may include, but not be limited to, areas for activities such as: adult, teen and children's areas, and other associated functions. A more detailed description of City's concept is attached as Exhibit A-1.

The project design, construction, furnishing and equipping budget is \$462,500. 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, normal landscape, civil, mechanical and electrical engineering services.

II ASSIGNMENT:

1. The design contract has been awarded to an architect 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 B-1 and made a part hereof by reference.
3. DESIGN CONSULTANT shall adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of the CITY. DESIGN CONSULTANT shall revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. The DESIGN CONSULTANT shall take all reasonable actions necessary to get the project back on schedule and City shall cooperate to assist DESIGN CONSULTANT.

IV. PRELIMINARY RESEARCH:

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

4. Perform a Document search for survey ties and benchmarks.
5. Perform a Document search for City policies, regulations, standards, design manuals, and requirements, etc relevant to project.
6. Research all utility companies/agencies and acquire all available as-built and utility records.
7. Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by Owner.
8. 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.

V. PROGRAMMING:

9. DESIGN CONSULTANT shall meet with City staff to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements.
10. DESIGN CONSULTANT shall perform a minimum of 2 Public Information meetings per library. These will include preparing exhibits, facilitating discussions and documenting meeting information exchange. The exhibits will include a simple site orientation plan, and one line building component plan(s).
11. DESIGN CONSULTANT shall facilitate 5 "sub-committee" meetings to gather pertinent information from:
12. DESIGN CONSULTANT shall prepare a "Program" which will include:
 - Establish construction budget
 - 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
13. 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. DESIGN DEVELOPMENT (60% Document Review):

Based on the approved Schematic Design Documents and any adjustments authorized by CITY in the program, schedule or construction budget, DESIGN CONSULTANT shall prepare, for approval by CITY, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. When the design is approximately sixty percent (60%) complete and again when the design is approximately eighty percent (80%) complete, DESIGN CONSULTANT shall do the following:

14. Allow and invite the Owner's Representative to attend the regular weekly design coordination meetings.
15. Develop a site plan. Design shall utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans.
16. Collaborate with Owner to define their requirements for building systems.
17. Create an outline specification.
18. 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.
19. Perform code reviews and implement requirements into the design documents.
20. Value Engineer the design cooperatively with the entire design team and CITY'S representatives. This effort will occur as early as effectively possible and consist of a focused meeting addressing: relationships of components, construction materials, and building systems.
21. Prepare a construction cost estimate for verification with the budget. Re-design as necessary to re-align the design with the construction budget.
22. Present a second briefing to Board that shall include preparing exhibits, renderings, computer graphic, briefing Board members while documenting meeting information exchange.
23. Conduct a full document set (plans & specs) review in the presence of all consultants and CITY'S representatives and any other stakeholders.
24. Submit once to CITY'S Project Manager for comment two 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.
25. 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.

X. CONSTRUCTION DOCUMENTS (98% 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 (98%) complete DESIGN CONSULTANT shall do the following:

26. Prepare plans, elevations, sections, schedules, notes and specifications as required to be able to bid and construct the project in its entirety.
27. Cover sheet to be provided by CITY on diskette (AutoCAD release 14).
28. 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.
29. Conduct a full document set (plans & Specs) review in the presence of all consultants and CITY'S representatives.
30. 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.).
31. Prepare a construction cost estimate for verification with the budget. Re-design as necessary to re-align the design with the construction budget.
32. Prepare bid alternates as necessary to assure budget can be met.
33. Submit to CITY'S Project Manager for comment two complete drawing sets, specifications, one of which will be reproducible. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.

XI. CONSTRUCTION (100% Documents):

34. Submit construction 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 original redline drawings and comments received from previous review along with a review summary indicating action taken.
35. Pick-up plan review final comments and prepare stamped Mylar documents for reproduction. CITY will have the bid sets reproduced from these Mylar's.
36. Assist CITY in the evaluation of "substitutions and or-equals" and make a recommendation to accept or decline.
37. Prepare addenda for review and approval by CITY. CITY will distribute.
38. If estimates are 10% over or under the "engineers estimate", Consultant will be required to provide a detailed evaluation explaining differences. Then the documents will be modified and re-bid at no additional cost to CITY.

XII. CONSTRUCTION ADMINISTRATION:

During the Construction phase of the Project DESIGN CONSULTANT shall do the following:

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 CITY REP will take the lead role as Construction Administrator. 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.)

39. Coordinate all meetings, project administration, administer closeout.
40. Attend and participate in the pre-construction conference for the purposes of establishing lines of communication, project protocol as well as answering design questions.
41. Assist CITY with the review and improvements on contractor's CPM schedule, and then make a recommendation regarding approval.
42. Assist Owner with the review and approval of the Contractor's initial "Schedule of Values" and then make a recommendation regarding approval.
43. Assist Owner in the review of the Contractors "value engineering" suggestions and then make a recommendation.
44. 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.
45. 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).
46. Respond to RFI's and issue necessary interpretations and clarifications of the contract documents (within 36 hours).

47. Develop and administer a quality control program for the purpose of evaluating the contractor's work and documenting unacceptable construction.
48. Supervise inspection forces and field office staff for duration of construction..
49. Receive, evaluate, confirm/reject, log and return product data submittals as often as necessary (within 7 days).
50. Receive, log, review and approve/disapprove Shop Drawings, calculations, samples, and test results (within 10 days).
51. Construct a color/sample board of approved finishes submittals.
52. Participate in weekly field management meetings.
53. Perform "UBC Special Inspections" as required.
54. Evaluate and verify payment applications, with the Owner, based on designer's on-site observations, data and schedule. Make a recommendation regarding approval.
55. 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.
56. Conduct with City a final inspection to assist City to develop the final punch list and assist in final re-inspection.
57. 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.
58. Receive, review and approve/disapprove Operations & Maintenance manuals (within 2 weeks).

XIII. POST CONSTRUCTION:

59. 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 and one (1) Adobe Acrobat. PDF format.

**EXHIBIT A-1
DETAILED DESCRIPTION OF CITY'S CONCEPT**

A. INTRODUCTION

Library staff has utilized a process called GASP (Graphics, Ambience, Style, and Presentation) to assist in developing or accentuating the personality of the Chandler Public Library. An adjective "word map" was developed, and this definition is used to guide all decisions regarding creating spaces, selecting colors, lighting, materials, displays, graphics, integrating interior furnishings, style of services, and programs. The GASP concept affects not only the ambience, or "feeling in the air", it also defines library publications, signage, customer service, program offerings, staff attitudes to their work and the building as well as customer responses and interactions to the building. This concept can even affect the energy level and emotional response to their library experience. DESIGN CONSULTANT will begin design process by conducting a meeting or workshop that focuses on GASP ideas, concepts and words for the interior design.

B. PROJECT SCOPE AND CRITERIA

1. The design services as outlined in this proposal are for two Chandler branch libraries that are co-located with high schools:
 - a. Basha branch located at 5990 South Val Vista Drive – approximately 20,000 SF.
 - b. Hamilton branch located at 3700 South Arizona Avenue – approximately 18,000 SF.
2. Basha Library Scope of Work:
 - a. Create a focus at the circulation services desk by utilizing new, custom or non-custom, furniture for incorporating reference and circulation services and cash handling.
 - b. Provide, custom or non-custom, mobile service pods to provide remote reference services.
 - c. Evaluate collection shelving and recommend relocating or reconfiguring.
 - d. Propose window coverings for meeting room to accommodate darkening room for movies.
 - e. Evaluate effectiveness of ceiling fans throughout the library, in relationship to GASP, and specify style as necessary.
 - f. Propose audio-visual equipment for programming/meeting room: projection screen, ceiling mounted projector, surround sound, gaming equipment.
 - g. Integrate an "Early Childhood Literacy" space into the existing children's area. Coordinate with third party vendor specified by the CITY to incorporate specially designed interactive learning tools and equipment in to the space.
 - h. Create a teen space within the programming/meeting room. Design for flexibility so that the space can still also be used for multi-purposes, i.e. story times, adult programs, and meetings.
 - i. Design space dedicated for adults that is not part of the programming/meeting room.
 - j. Propose furniture that readily accommodates laptops.
 - k. Incorporate art display.
 - l. Specify both rolled and carpet tile to replace existing carpet. CITY will select based on available designs and schedule.
 - m. Include a new brochure display in the library interior design.

- n. Evaluate need for more collection shelving in the children's area and more board book shelving/storage.
- o. Incorporate merchandising shelving throughout the library.
- p. Evaluate existing collection shelving and determine if a reconfiguration is needed to meet future needs.
- q. Propose a furniture/display unit to create a Friend's book sale area.

3. Hamilton Library Scope of Work:

- a. The existing wood service desk and adjacent staff workstations visually impede view to other areas of the library. If possible, keep existing casework but explore the viability of modifying or reconfiguring into smaller modules, otherwise propose alternative(s).
- b. Evaluate need for mobile service pods and make recommendations.
- c. Evaluate feasibility to remove raised platform or recommend alternatives.
- d. Propose additional storage for Family Place materials.
- e. Propose window coverings to allow privacy for the administrative librarian's office.
- f. Integrate an "Early Childhood Literacy" space into the existing Children's area.
- g. Create a dedicated area for teens within the existing confines of the library.
- h. Design space dedicated to adults within the confines of the library.
- i. Provide visual access from circulation services desk to the computer lab.
- j. Relocate two staff workstations located at the circulation desk to the staff workroom.
- k. Design the programming/meeting room to be flexible to be used for multi-purposes, i.e. story times, adult programs, and meetings.
- l. Investigate feasibility of quiet study rooms and suggest their locations.
- m. Evaluate the existing wall mural to determine whether or not it sufficiently fits into the design concept as set by GASP.
- n. Propose merchandising shelving without reducing the collection area size.
- o. Include a brochure display in the library interior design.
- p. Evaluate existing collection shelving and determine if reconfiguration is needed.
- q. Propose a furniture/display unit to create a Friend's book sale area.
- r. Propose new computer tables that fit into the design concept.
- s. Add audible security hardware into existing computer lab access doors.

4. DESIGN CONSULTANT will work with the CITY selected graphics design firm to coordinate interior design motifs.

5. Propose new electrical outlets where needed without impacting existing electrical panel load capacities.

6. Verify areas within scope of work for impacts to life safety, all construction codes and ADA compliance.

7. Meet with and/or conduct focus group sessions with teen groups as necessary to coordinate teen input.

8. The existing stacks are to be reused. Evaluate need to reconfigure existing stacks.

9. Each branch currently has wireless connectivity and each utilizes RFID scanning and tracking system. Incorporate existing systems into the new design.
10. Investigate power needs of new design and compare to available power outlets to determine additional requirements. Show electrical engineering as a separate line item.
11. Designer assumes furniture selections will be made from existing municipal procurement contracts, and will coordinate selections with the pre-selected vendors that represent these furniture lines. Designer is not responsible to coordinate the competitive bidding.
12. Specify furniture, fixtures and equipment. FF&E purchases will be conducted between the CITY and the furniture vendors.
13. It is anticipated the project delivery method will be via Job Order Contract. The contractor is not yet selected.
14. Construction to be complete by end of December 2008. The DESIGN CONSULTANT will develop the schedule to address time periods when the schools will be closed and coordinate construction or partial work during these times.
15. DESIGN CONSULTANT project manager for this project will be Dawn Brown, AIA, IIDA. CITY contacts will be Kris Sherman and Martin Perez.
16. Construction Administration Services Provided are: Request for Information and shop drawing reviews, 2 observation site visits per branch during the construction phase, and punch list preparation.
17. DESIGN CONSULTANT will provide 10 sets, for initial review and as necessary thereafter, per branch of construction documents as well as one CD and pdf electronic files to the CITY Project Manager for use in distribution to appropriate parties.
18. Separate pricing is provided to design detailed custom millwork for:
 - a. Hamilton circulation desk
 - b. Basha circulation desk
 - c. Hamilton early childhood literacy board book display/holders
 - d. Basha early childhood literacy board book display/holders
 - e. Custom end panels for existing stacks

C. SCOPE OF SERVICES TO BE PROVIDED

1. Kickoff meeting with project stakeholders to discuss GASP and develop a concept statement.
2. Develop up to 3 optional concept packages.
3. Presentation meeting, five per branch, to discuss space layout, finishes, furniture placement and design details.
4. Revisions to finalize concept.

5. Develop up to 3 space plans per branch.
6. Design a new ADA compliant service desk for each branch.
7. Select and suggest new finishes for walls, ceilings and floors.
8. Generate furniture plans. Coordinate furniture specifications and installation drawings with furniture vendor.
9. Analyze and evaluate the space for code compliance.
10. Coordinate engineering consultants.
11. Produce construction documents suitable for building permit and construction.

D. EXCLUSIONS

1. A change in project scope or criteria or making changes to the study inconsistent with previously furnished information or approvals.
2. Permit fees.
3. Exterior or site work.
4. The restrooms and staff workspaces at both Basha and Hamilton Libraries.
5. All Mechanical and Plumbing engineering.
6. Assume existing as-built conditions exist in ACAD format. Designer excludes creating new ACAD drawings.
7. Design Consultant will not purchase or provide FF&E.
5. Engineering analysis or design of civil, geotechnical, environmental, or structural engineering.
6. Construction administration services beyond those outlined in Section A.
7. Cost estimating.
8. Fire alarm and fire protection design.
9. Graphic design or design of artwork.

E. FEE PROPOSAL

1. For professional services per Section B above, we propose:
 - a Basic services: \$59,555.00 [fifty nine thousand five hundred fifty five dollars].

- b. Millwork design, as necessary, as described in Section A, paragraph 25 is an additional \$7,200 [seven thousand two hundred dollars].
- c. Reimbursables will be an additional fee up to \$2,400 [two thousand four hundred dollars]. See attachment for breakdown of hours and fee.

F OTHER CONDITIONS

- 1. Payment for professional services, additional services, reimbursable expenses, and other related fees shall be invoiced on a monthly basis.
- 2. In addition to the Fee for Professional Services, we would be reimbursed for direct expenses including the cost of printing, delivery service, CADD plotting, long distance telephone and fax calls, and similar direct expense, multiplied by a factor of 1.10. We assume that all fees for permits, utility fees, and review by various agencies will be paid directly by the owner.
- 3. Additional Services, if authorized by City of Chandler, would be performed at our standard hourly rates or for a mutually agreeable fee. Additional services of consultants will be billed at the invoice cost multiplied by a factor of 1.10.
- 4. This fee proposal does not include sales taxes. In the event any governmental jurisdiction levies a sales or other tax on professional services, such tax would be calculated and added to the fee amount.

**EXHIBIT A-2
DESIGN TEAM AND THEIR ASSIGNMENTS**

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

1. Staci D. Seyer, IIDA Sr. Principal
2. Dawn K. Brown, AIA Project Manager
3. Luisa Carr, IIDA Assistant Project Manager

**EXHIBIT B
FEE SCHEDULE**

**PROJECT TITLE: BASHA AND HAMILTON LIBRARY IMPROVMENTS
PROJECT NO. LI0801-201
Chandler, AZ.**

For services described in paragraph 3 of this Agreement, the CITY shall pay DESIGN CONSULTANT not to exceed the sum of Sixty Nine Thousand One Hundred Fifty Five dollars (\$69,155) in accordance with the schedule set forth in exhibits B-1 attached hereto and incorporated herein by reference.

1. **PAYMENT SCHEDULE:** Payments to Design Consultant will be made in accordance with the fee schedule attached as Exhibit B-1 and will be based on the production schedule shown in Exhibit B-1.
2. The fee shown on the attached fee schedule, Exhibit B-1 is the total fee and includes "reimbursables".
3. Payment will be made monthly on the basis of 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 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
FEE SCHEDULE AND PRODUCTION SCHEDULE**

Phase	Schedule		Sr. Principal	Principal/Sr. Proj Mgr	Proj Arch/Sr. Designer	Designer / CAD	Clerical	Elec. Eng.	Subtotals
			\$180	\$150	\$95	\$80	\$70	\$125	
Concept Design	Apr 28	Field investigation			8	8		4	
		Generate CAD files				16			
		Initial meeting with all stakeholders							
		GASP workshops		8	8	8			
		Subtotal hours	0	8	16	32	0	4	56
		TOTAL CONCEPT DESIGN	\$0.00	\$1,200.00	\$1,520.00	\$2,560.00	\$0.00	\$500.00	\$5,780.00
Schematic Design	May 1	Concept development			25	24		12	
		Preliminary finish and materials package/present.			8	15			
		Meetings		6	6	10		3	
		Sample boards				5			
		Product research			3	6		2	
		Area calculations; project data development							
		Project Coordination				4		2	
		Space Plans			10	20			
		Existing furniture: inventory/measure				7	7		
		Existing furniture: furniture plan							
		New freestanding furniture: research viable options				3			
		Develop a generic, scaled furniture plan				4	12		
		subtotal hours	0	6	70	99	0	19	175
		TOTAL SCHEMATIC	\$0.00	\$900.00	\$6,650.00	\$7,920.00	\$0.00	\$2,375.00	\$17,845.00
Design Development	May 12 thru June 6: 20 working days	Finish selections			10	20			
		Sample boards			3	8			
		Meetings / Presentations			8			3	
		Generate finish plans and schedules			13	30			
		Accent ceiling and lighting plan			10	12		12	
		Electrical devices layout				3		12	
		Product research				7			
		Project Coordination			4				
		Finalize furniture plan based on specific furniture			4	4			
		Finish and materials selections			5	8			
		Showroom visits / tours							
		Coordinate furniture with electrical/data, t-stats, etc.			2	5			
		Electrical/data requirement research and noting			2				
		subtotal hours	0	0	61	97	0	27	158
TOTAL DESIGN DEVELOPMENT	\$0.00	\$0.00	\$5,795.00	\$7,760.00	\$0.00	\$3,375.00	\$16,930.00		

Construction Documents	June 9 thru June 9 thru June 27: 15 working days June 27: 15 working days	Details			8	27		2.6	
		Elevations			8	16			
		Specifications			8	5		2	
		Meetings / Presentations			6			3	
		Finalize finish plans and schedules			16	27		10	
		Project Coordination			8				
		New freestanding furniture: specifications					5		
		subtotal hours	0	0	54	80	0	17.6	134
		TOTAL CONSTRUCTION DOCUMENTS	\$0.00	\$0.00	\$5,130.00	\$6,400.00	\$0.00	\$2,200.00	\$13,730.00
Construction Administration	Dec 30	In-Service Orientation							
		Meetings		4					
		Review interiors submittals		4	5			3	
		Respond to RFI's			3			3	
		Punch List				8			
		On site visits							
		Project Administration		10			6		
		subtotal hours	0	18	8	8	6	6	40
		TOTAL CONSTRUCTION ADMINISTRATION	\$0.00	\$2,700.00	\$760.00	\$640.00	\$420.00	\$750.00	\$5,270.00
TOTAL BASIC SERVICES FEE								\$59,555.00	
		Allowance: Custom furniture/millwork design						\$7,200.00	
		Reimbursables not to exceed						\$2,400.00	
							Grand Total: \$69,155.00		