



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CA08-185**

**1. Agenda Item  
Number: 38**

**2. Council Meeting  
Date:  
April 24, 2008**

**TO: MAYOR & COUNCIL**

**3. Date Prepared: April 10, 2008**

**THROUGH: CITY MANAGER**

**4. Requesting Department: Fire Department**

**5. SUBJECT:** Award a design services contract to Perlman Architects of Arizona Inc. for the Fire Training Center Expansion, Project No. FI0803-201, in an amount not to exceed \$521,658.

**6. RECOMMENDATION:** Staff recommends that Council award a design services contract to Perlman Architects of Arizona Inc. for the Fire Training Center Expansion, Project No. FI0803-201, in an amount not to exceed \$521,658.

**7. BACKGROUND/DISCUSSION:** In June 2005, Intel donated an additional five acres of land directly adjacent to the current Fire Training Center to be used for the expansion of this facility. The expansion to these new five acres will occur in two phases over the next 4 years.

Phase one will be the design and construction of an approximately 8,000 square foot "strip mall" burn prop and 10,000 square foot utility building. Strip mall incidents are becoming more frequent for the fire department. As the City continues to add more commercial complexes, and these structures continue to age, it is critical that firefighters have access to training that can mimic real world situations in a controlled training atmosphere. The utility building will serve as an indoor amphitheater, a simulated "big box" structure, an indoor physical fitness testing facility, and to store large amounts of equipment needed to run an effective training program. The building will also provide storage for auxiliary fire department vehicles, reserve fire engines, and fire fighting equipment.

In addition to the design of phase I, the project will include the master planning for both phase I and phase II. Phase II will include the design and construction of an additional classroom space that will be needed when the Department reaches build-out. Design of phase I, including master planning and programming is expected to last 12 months. The estimated construction cost of phase I is \$3.8 million.

**8. EVALUATION:** The consultant selection process was conducted in accordance with established City policies and procedures. On December 4, 2007, staff received statements of qualifications from five (5) firms to provide design services for the Fire Training Center Expansion. The selection committee consisted of:

- Chris Lamm, Project Manager
- Marc Walker, Assistant Fire Chief
- Kevin Gale, Battalion Chief
- Rich Weiler, Fire Engineer
- Glenn Panaro, Registered Contractor/P.E.
- Rob Harris, Chandler Resident

Staff recommends a contract award to Perlman Architects of Arizona. The costs proposed for this project were comparable to staff estimates and historical design services prices.

**9. FINANCIAL IMPLICATIONS:**

Cost: \$521,658  
Savings: N/A  
Long Term Costs: N/A  
Fund Source:

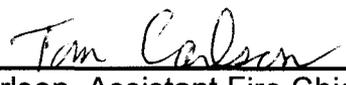
<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
470.2250.0000.6210.8FI634	Fire Safety Bonds	Training Center Expansion	07-08	\$521,658

**10. PROPOSED MOTION:** Move that Council award a design services contract to Perlman Architects of Arizona Inc. for the Fire Training Center Expansion, Project No. FI0803-201, in an amount not to exceed \$521,658, and authorize the Mayor to sign the contract documents.

**ATTACHMENTS:** Location Map, Contract

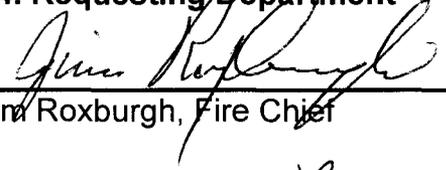
**APPROVALS**

**11. Requesting Department**



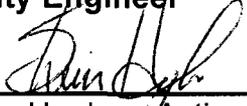
Tom Carlson, Assistant Fire Chief

**14. Requesting Department**



Jim Roxburgh, Fire Chief

**13. City Engineer**



Sheina Hughes, Acting Assistant Public Works Director/City Engineer

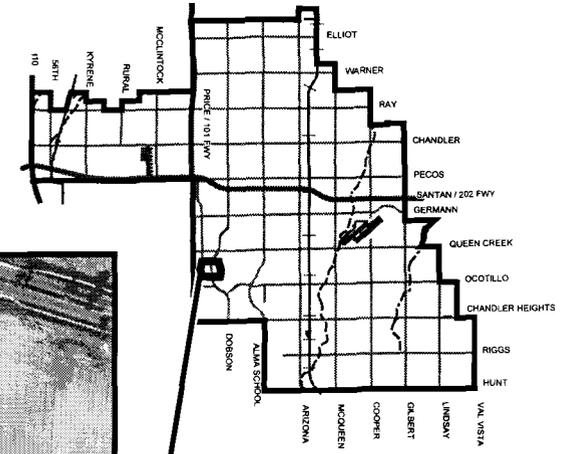
**16. City Manager**



W. Mark Pentz



# FIRE TRAINING CENTER EXPANSION PROJECT NO. FI0803-201



**MEMO NO. CA08-185**



**CONSTRUCTION MANAGER AT RISK  
DESIGN CONSULTANT CONTRACT**

PROJECT TITLE: **Fire Training Center Expansion**

PROJECT NO: **FI0803-201**

This Agreement is made and entered into by and between the City of Chandler, Arizona, a municipal Corporation, hereinafter called the CITY, and **Perlman Architects of Arizona, Inc. a Corporation of the State of Nevada licensed to do business in the State of Arizona**, hereinafter called DESIGN CONSULTANT.

WHEREAS, DESIGN CONSULTANT represents DESIGN CONSULTANT has the expertise and is qualified to perform the services described in this Agreement; and

WHEREAS, the Mayor and City Council/City Manager of the City of Chandler are authorized and empowered by the provisions of the City Charter to execute Agreements for Professional Services; and

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

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

1. **DESCRIPTION OF PROJECT:** The Project known as the **Fire Training Center Expansion** will be an approximately 10,000 sq. ft. Utility Building and 8,000 sq. ft. burn prop. With site improvements it will occupy 5 acres located at 3550 S. Dobson Road, Chandler, Arizona. The Project is more specifically described in Exhibit A-1 attached hereto and incorporated herein by reference.
2. **DEFINITIONS:** **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 Attachment A attached hereto and incorporated herein by reference.
4. **DESIGN TEAM:** DESIGN CONSULTANT shall be a part of and participate together with the Design Team and shall attend meetings with, provide information to and cooperate with the person retained by CITY to be the Construction Manager at Risk (CM@RISK). The Design Team and each team member's assignment is set forth on Exhibit A-2, attached hereto and incorporated herein by reference.
5. **FEE FOR SERVICES:** For services described in paragraph 3 of this Agreement, the CITY shall pay DESIGN CONSULTANT a fee not to exceed the sum of **Five Hundred Twenty One Thousand Six Hundred Fifty Eight dollars (\$521,658)** at the rates shown in and in accordance with the fee schedule attached hereto as Attachment B, B-1 and B-2 and made a part hereof by reference. Payment will be made monthly on the basis of progress reports corresponding with the rates and charges listed on the fee schedule and showing the number of hours or other basis to determine the fee earned to that date. An Application and Certification for Payment Sheet must be provided. In addition, the following must also be included with each application for payment: a clear, detailed invoice reflecting items being billed for, reimbursables; a summary sheet showing percentage of work completed to date; amount/percent billed to date; current status of all tasks within a project; and any/all backup documentation supporting the above items. Work schedule updates shall also be included in the monthly progress payment requests.

6. PERIOD OF SERVICE:

- A. Following receipt of a "Notice to Proceed" with the design work, DESIGN CONSULTANT shall complete the design and have all documents ready for construction or bidding within **365** calendar days of the date indicated on the Notice to Proceed.
- B. The Design Services for preparation of design and construction document period will be approximately **365** days. Following the "Notice To Proceed" for construction of the Project, DESIGN CONSULTANT shall perform the construction administration portion of this contract for approximately **300** days.
- C. DESIGN CONSULTANT shall prepare and deliver to CITY record documents within **30** days of the date of receipt of the red line drawings from the CM@Risk.
- D. DESIGN CONSULTANT shall complete all services specified herein in accordance with the Production Schedule and progress milestones included as Exhibit A-3, attached hereto and incorporated herein by reference and as discussed with the CM@Risk for meeting schedule attached herein. In the event delays are experienced beyond the control of DESIGN CONSULTANT, the completion date may be extended as mutually agreed upon by CITY and DESIGN CONSULTANT.

7. OPINIONS OF PROBABLE COSTS (ESTIMATES): Any opinions of probable project cost or probable construction cost provided by DESIGN CONSULTANT are made on the basis of information available to DESIGN CONSULTANT and on the basis of DESIGN CONSULTANT's experience and qualifications, and represents its best judgement as an experienced, licensed and qualified professional. However, since DESIGN CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, DESIGN CONSULTANT does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost DESIGN CONSULTANT prepares. The DESIGN CONSULTANT is responsible for advising and consulting with the City on cost. DESIGN CONSULTANT is not responsible for providing for formal estimates, this is the CM@Risk responsibility.

8. REPORTS & APPROVALS: All work shall be subject to the approval by CITY and each phase of the work will be submitted to CITY in accordance with schedule included in Exhibit A and in the format prescribed by CITY. When requested by CITY, DESIGN CONSULTANT will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

9. STANDARD 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. The DESIGN CONSULTANT is responsible, along with his designers, for attesting to the design correctness and scaling the design documents.

- D. DESIGN CONSULTANT shall be responsible for the completeness and accuracy of his/her work prepared or compiled under obligation for this project and shall correct, at his/her expense, all errors or omissions therein, which may be disclosed. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications shall be accomplished by the DESIGN CONSULTANT. The cost of the design necessary to correct those errors attributable to the DESIGN CONSULTANT and any damage incurred by the City as a result of additional construction costs caused by such engineering and/or architectural errors shall be chargeable to the DESIGN CONSULTANT. The fact that the City has reviewed or approved the DESIGN CONSULTANT's work shall in no way relieve the DESIGN CONSULTANT of any of DESIGN CONSULTANT's responsibilities.

## 10. INDEMNIFICATION

### A. For Professional Liability:

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

### B. For all Other Liabilities, Hazards and Exposures:

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

### C. Consequential Damages:

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

### D. Insurance does not limit liability:

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

## 11. INSURANCE REQUIREMENTS:

### 11.1 General Requirements:

- A. DESIGN CONSULTANT, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
- B. 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 not be accepted except with permission of the Management Services Director/designee.
- I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
- J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the DESIGN CONSULTANT with reasonable promptness in accordance with the DESIGN CONSULTANT's information and belief.
- K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the DESIGN CONSULTANT until such time as the DESIGN

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

#### 11.2 Proof of Insurance - Certificates of Insurance

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

#### 11.3 Required Coverage

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

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

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

#### 11.3.1 Commercial General Liability - Minimum Coverage Limits:

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

#### 11.3.2 General Liability - Minimum Coverage Limits

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

#### 11.3.3 Worker's Compensation and Employer's Liability:

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

#### 11.3.4 Professional Liability:

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

### 12. DISPUTE RESOLUTION:

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

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

13. **AMENDMENTS:** Whenever a change in the Scope of Work contemplated in this Agreement is determined to be necessary, the work will be performed in accordance with this Agreement provided, however, that BEFORE

Fire Training Center Expansion

F10803-201

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such work is started, an Amendment shall be executed by CITY and DESIGN CONSULTANT. Additions to, modifications of, or deletions from the project provided herein may be made and the compensation to be paid to DESIGN CONSULTANT may be adjusted accordingly by mutual agreement of the contracting parties. It is agreed that no claim for extra work by DESIGN CONSULTANT will be allowed by CITY except as provided herein, nor shall DESIGN CONSULTANT do any work not covered by this Agreement unless such work is authorized through an executed amendment.

14. TERMINATION WITHOUT CAUSE: CITY may at any time and for any or no reason, at its convenience, terminate this Agreement or any part of the services to be rendered pursuant thereto by ten (10) day written notice to DESIGN CONSULTANT specifying the termination date. Immediately after receiving such notice, DESIGN CONSULTANT shall discontinue advancing the work under this Agreement and shall deliver to CITY all drawings, notes, calculations, sketches and other materials entirely or partially completed, together with all unused materials supplied by CITY.

DESIGN CONSULTANT shall receive as compensation in full for services performed to date of such termination, a fee for the percentage of work actually completed. This fee shall be a percentage of DESIGN CONSULTANT(S) fee described in this Agreement under paragraph 4 and shall be in an amount to be agreed mutually by DESIGN CONSULTANT and CITY. CITY shall make this final payment within sixty (60) days after DESIGN CONSULTANT has delivered the last of the partially completed items.

15. 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.

16. OWNERSHIP OF DOCUMENTS: All documents, including, but not limited to, preliminary designs, tracings, drawings, original mylars, estimates, field notes, investigations, design analysis, communications (e-mail, minutes, telephone, memos, etc.) and studies which are prepared in the performance of this Agreement are to be, and shall remain the property of CITY. DESIGN CONSULTANT shall furnish CITY, upon its request, originals or reproducible copies of technical specifications and copies of all other documents listed above. DESIGN CONSULTANT shall endorse, by his professional seal, all plans and engineering data furnished by it.
17. RE-USE OF DOCUMENTS: The parties agree the documents, drawings, specifications and designs, although the property of CITY, are prepared for this specific project and are not intended nor represented by DESIGN CONSULTANT to be suitable for re-use for any other project. Any reuse without written verification or adaptation by DESIGN CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to DESIGN CONSULTANT.
18. NO KICK-BACK CERTIFICATION: DESIGN CONSULTANT warrants that no person has been employed or retained to solicit or secure this 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.

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

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

21. **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.

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

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

CITY OF CHANDLER  
\_\_\_\_\_  
MAYOR Date

DESIGN CONSULTANT  
By: \_\_\_\_\_  
Signature

ADDRESS FOR NOTICE  
City of Chandler  
P.O. Box 4008, Mail Stop 407  
Chandler, AZ 85244-4008  
Phone: 480-782-3307  
FAX: 480-782-3355

ADDRESS FOR NOTICE  
4150 N. WINKWATER  
SCOTTSDALE AZ 85251  
Phone: 480-951-5900  
FAX: 480-951-3045

ATTEST:  
\_\_\_\_\_  
City Clerk

ATTEST: If Corporation  
Mary Ann Bol  
Secretary

APPROVED AS TO FORM:  
\_\_\_\_\_  
City Attorney By: \_\_\_\_\_

SEAL

**EXHIBIT A  
DESIGN CONSULTANT SCOPE OF SERVICES**

PROJECT TITLE: **Fire Training Center Expansion**  
PROJECT NO. **F10803-201**  
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 The Fire Training Center Expansion, located at **3550 S. Dobson Road**, Chandler, Arizona, all as more specifically described herein below.

The budget for facility design may include, but not be limited to, areas for activities such as: Burn & Non-Burn Fire Training Buildings, Restroom/Storage Building, Apparatus Storage/Utility Building, and other associated functions. The exterior improvements may include: A more detailed description of City's concept is attached as Exhibit A-1.

DESIGN CONSULTANT shall provide all design services for the Project including, but not limited to, normal landscape, civil, geotechnical report, structural, mechanical/plumbing, fire protection, electrical engineering and cost estimating services.

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

**II. ASSIGNMENT:**

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

**III. PROJECT SCHEDULE:**

2. DESIGN CONSULTANT shall perform the services within the times set forth in the Production Schedule attached hereto as Exhibit A-3 and made a part hereof by reference. The Production Schedule may be amended and modified after consultation with the Construction Manager at Risk, upon agreement between the DESIGN CONSULTANT and the CITY.
3. DESIGN CONSULTANT shall adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of the CITY. DESIGN CONSULTANT shall revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. The DESIGN CONSULTANT shall take all reasonable actions necessary to get the project back on schedule and City shall cooperate to assist DESIGN CONSULTANT.

**IV. QUALITY CONTROL:**

4. DESIGN CONSULTANT shall institute and comply with the Design Quality Control Plan attached hereto and attached hereto as Exhibit A-4, attached hereto and incorporated herein by by reference.
5. As a part of the project design DESIGN CONSULTANT shall develop a quality control plan for the entire construction phase. This Quality Control Plan shall establish what elements should and must be seen by each consultant during construction. Identify what is in the project, which will be required to have a UBC "special Inspection" by the design engineer.

## **V. PRELIMINARY RESEARCH:**

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

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

## **VI. UTILITY/AGENCY COORDINATION:**

14. Coordination with utility companies and agencies shall be in accordance with the latest version of the "Public Improvement Project Guide" (PIPG).
15. DESIGN CONSULTANT shall identify utility conflicts during the initial stages of the design process.
16. DESIGN CONSULTANT shall coordinate the design and installation of the utilities, which includes, but is not limited to, services for electric, communications, water, storm drainage, irrigation and sanitary systems, etc.
17. Easements for these utilities shall be identified early in the design stage of the project and necessary information provided to the CITY'S Real Estate Department to allow the CITY to complete acquisition during the design phase.
18. Engineers employed by DESIGN CONSULTANT shall provide the legal descriptions for the natural gas and electrical service easements.
19. DESIGN CONSULTANT shall submit preliminary plans, specifications, and design calculations to utilities/agencies for review and use during their design for their service improvements or any necessary relocations.
20. DESIGN CONSULTANT shall conduct utility meetings to coordinate relocations with utility/agency and establish relocation schedules.
21. DESIGN CONSULTANT shall follow-up with the final design submittal for utility construction and coordination with the bid documents.
22. DESIGN CONSULTANT shall incorporate the utility/agency private developer construction requirements into the bid documents.

## **VII. GEOTECHNICAL INVESTIGATION:**

23. Consultant shall perform all soil and pavement borings necessary to complete their work.
24. Sub-surface soil conditions, established by the geotechnical investigations, shall be incorporated into the bid documents in a manner usable to the excavation and foundation bidding and construction.

## **VIII. PROGRAMMING/Master Planning:**

25. DESIGN CONSULTANT shall meet with City staff design/constructability team to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements. The DESIGN CONSULTANT shall be a team member.
26. DESIGN CONSULTANT shall perform a total of one (1) Public Information meetings. These will include preparing exhibits, and delivering a presentation, facilitating discussions and documenting meeting information

exchange. The exhibits will include Design drawings as required for the meeting. CITY will advertise and promote the meetings.\*

27. DESIGN CONSULTANT shall facilitate four (4) "sub-committee" meetings to gather pertinent information from and review programming and master planning site plan submittals:
28. DESIGN CONSULTANT shall prepare a "Program" & Master Plan Site Plan which will include:
  - Establish construction budget in coordination with the DESIGN CONSULTANT.
  - Two (2) day tour of Phoenix Metro Area Fire Training Facilities & two (2) day tour of out of state Fire Training Facilities (Facilities to be determined)
  - 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
  - Define proposed future utilities/infrastructure, buildings, site training/props, site development (overall area/sf, general requirements- not detailed programming) appropriate for development of master planning site plan drawing.
  - Master Plan Site Plan drawing shall conceptually define proposed, current phase buildings/site development, proposed future phase buildings/site development, concept civil grading & drainage master plan, concept utility/infrastructure master plan and concept landscape design master plan. Deliverables shall include 24" x36" colored master plan site plan, general project information, and concept master planning site plan computer massing study model.
29. Based on the mutually agreed-upon program, schedule and construction budget requirements, DESIGN CONSULTANT shall prepare, for approval by CITY, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of the Project components.

#### **IX. SCHEMATIC DESIGN (30% Document Review):**

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

30. Attend a CITY "pre-site" meeting with the CITY plans review and development staff.
31. Present initial schemes to CITY and its representatives (to potentially include a DESIGN CONSULTANT contractor). Staff will collaborate with designers to manipulate the plans and mutually decide on the best scheme.\*
32. The final scheme shall incorporate CITY'S comments (and potentially a contractors' comments) and be cleaned up for reference and presentation to the City Council if requested.
33. Attend a City Council meeting and brief the City Council, which will include preparing exhibits, rendering(s), computer graphic "fly-around", displaying and explaining such exhibits etc., to the City Council and public while documenting meeting information exchange.
34. Attend any other City Board meeting and brief the Board, which will include preparing exhibits, renderings, computer graphic "fly-around", displaying and explaining such exhibits, etc., to Board members while documenting meeting information exchange.
35. Develop a site plan. Design shall utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans.
36. Collaborate with Owner to define their requirements for building systems.
37. Create an outline specification.
38. 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.
39. Perform code reviews and implement requirements into the design documents.
40. Value Engineer the design cooperatively with the entire design team including CM@R (if applicable) 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.
41. Prepare vertical sections across the site and through the building.
42. Prepare elevation drawing(s) and, as required, perspective sketch of the exterior.

43. Complete a drainage analysis and provide solutions to mitigate the runoff.
44. Identify all necessary offsite improvements such as: streets, utilities, irrigation, etc., and depict the scope in a schematic design plan.
45. Submit the project to the CITY for a Development Standards review.
46. Prepare a construction cost estimate for verification with the budget and re-design as necessary to re-align the design with the construction budget.
47. Submit to City's Project Manager for comment two complete drawing sets with drainage & structural calcs, one of which shall be reproducible.
48. Until a GMP(if applicable under CM@R delivery method) is accepted by all parties, the DESIGN CONSULTANT is responsible for calling all meetings, preparing the minutes, and distribution of the minutes.

**X. DESIGN DEVELOPMENT (60% Document Review):**

Based on the approved Schematic Design Documents and any adjustments authorized by CITY (which includes a contractor) in the program, schedule or construction budget, DESIGN CONSULTANT shall prepare, for approval by CITY, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. When the design is approximately sixty percent (60%) complete and again when the design is approximately ninety percent (90%) complete, DESIGN CONSULTANT shall do the following:

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

**XI. CONSTRUCTION DOCUMENTS (90% & 100% Document Review):**

Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by CITY, DESIGN CONSULTANT shall prepare, for approval by CITY, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. When the design is approximately ninety eight percent (90%) complete DESIGN CONSULTANT shall do the following:

56. Coordinate, meet, and team with DESIGN CONSULTANT on all design and constructability review.
57. Prepare plans, elevations, sections, schedules, notes and specifications as required to be able to bid (if necessary) and to construct the project in its entirety.
58. Cover sheet to be provided by CITY on diskette (AutoCAD release 14). \*
59. Provide the City of Chandler with a copy of the AutoCAD files. Each building system shall be "layered" so as to be able to isolate trades or engineering from architectural components or vise versa.
60. Conduct a full document set (plans & Specs) review in the presence of all consultants, CM@R (if applicable) and CITY'S representatives.
61. Provide document coordination of work performed by separate contractors or by the CITY'S own forces (i.e.: systems furniture or exercise equipment provisions & installation, etc.).

62. Review/coordinate construction cost estimate for verification with the budget. Re-design as necessary to re-align the design with the construction budget. Review and advise CITY with regard to the Guaranteed Maximum Price submitted by CM@ Risk (if applicable).
63. Submit to CITY'S Project Manager and DESIGN CONSULTANT for comment three complete drawing sets, specifications, drainage & structural calcs, one of which will be reproducible. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.

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

64. Submit completed documents to Development Services for building permit. All plans, calculations and specifications will be stamped. The specifications will be 8-1/2" x 11" and in electronic format on diskette in Microsoft Word 98. Plans will be black line prints as well as on diskette Auto CAD release 14 or R2000. Include redline reviewed drawings and comments received from previous review along with a review summary indicating action taken.
65. Pick-up plan review final comments and prepare stamped Mylar documents for reproduction. CITY will have the bid sets reproduced from these Mylar's.
66. Assist CITY in the evaluation of "substitutions and or-equals" and make a recommendation to accept or decline\*
67. Prepare addenda, for CITY'S Project Manager, for review and approval by CITY. CITY will distribute.

## **XIII. CONSTRUCTION ADMINISTRATION:**

68. During the Construction phase of the Project DESIGN CONSULTANT shall do the following:
69. Note: A City staff member will be designated as the Project Manager and as CITY'S REPRESENTATIVE and will perform those functions listed in the City's General Conditions for Construction Contracts as duties of the CITY REP. The DESIGN CONSULTANT will be designated the Project Designer and shall perform those functions listed in the City's General Conditions for Construction Contracts as duties of the Project Designer, but shall also perform the following functions: (Designers Construction Administrator role is defined below.)
70. Attend and participate in the pre-construction conference for the purposes of establishing lines of communication, project protocol as well as answering design questions.
71. Assist CITY with the review of contractor's schedules, and then make a recommendation regarding approval.
72. Assist Owner in the review of the Contractors "value engineering" suggestions and then make a recommendation. (Most of this will already have occurred during the Design phase with the CM@R (if applicable), however, there may be value engineering suggestions due to conditions found in the field.
73. Evaluate contractor claims and disputes between CITY and contractor and provide a written determination to CITY within seven (7) days of the date such matter is submitted to DESIGN CONSULTANT.
74. In the event of a claim or dispute by contractor, interpret the requirements of the Contract Documents and judge the acceptability of the Work thereunder. Make written recommendations to the City on all claims of the Contractor related to; the acceptability of the work, or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work, or additional work as deemed necessary by the City (within 7 days).
75. Respond to RFI's and issue necessary interpretations and clarifications of the contract documents (within 36 hours).
76. Receive, log, review and approve/disapprove Shop Drawings, calculations, samples, and test results (within 10 days), as requested in coordination with the DESIGN CONSULTANT contractor.
77. Construct a color/sample board of approved finishes submittals.
78. Perform site visits at a rate of one (1) visit per week, depending on work in progress, during construction based on a 9-month construction duration, total of (36) visits. During these visits, produce "field reports" documenting progress and issues. This effort does not include and is independent of special inspections.
79. Participate in scheduled field management meetings.
80. Perform "UBC Special Inspections" as required- see special structural inspection allowance/rate.
81. Evaluate and verify payment applications, with the Owner, based on designer's on-site observations, data and schedule. Make a recommendation regarding approval.

82. Conduct with City an inspection to determine if project is substantially complete. Substantial completion inspection is to determine if the work is completed to the standard required by the contract documents. Prepare a preliminary punch list and provide to City.
83. Conduct with City a final inspection to assist City to develop the final punch list and assist in final re-inspection.
84. DESIGN CONSULTANT shall determine when the Project is complete and recommend, in writing, to CITY, acceptance of the Project but only after DESIGN CONSULTANT has performed a final inspection which confirms that the contractor has fulfilled all obligations under their contract and is entitled to final payment. Such a recommendation is DESIGN CONSULTANT's written notice to City and Contractor that the work is complete and the Project is acceptable.
85. Receive, review and approve/disapprove Operations & Maintenance manuals (within 2 weeks). \*

**XII. POST CONSTRUCTION:**

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

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

The Fire Training Center Expansion, Project No. FI0803-201 is to be located at 3550 S. Dobson Road, Chandler, Arizona.

The primary site under consideration for the proposed current phase buildings is the 5 acre parcel directly south of the existing facility. The 7 acre parcel to the east and the existing Fire Training Facility site will be included as part of the over all master plan evaluation and possible incorporation into the proposed current phase improvements.

The project consists of one (1) approximate 10,000 sf high-volume (with mezzanine) Apparatus Bay/storage/Utility/Non-Burn Training Building, one (1) approximate 8,000 sf two-level retail/multi-family/hotel burn prop building (combined class "A" and propane source burns) and associated utility/infrastructure upgrades for proposed initial phase buildings and future master planned buildings/props. Future master planned components may include the following (exact master planned requirements to be determined during programming phase): 100-person auditorium, (2) classrooms, residential burn prop building, health & wellness center, district wide fitness center, additional multi-use burn prop, misc. additional non-burn site props, additional outdoor covered classroom/restroom building and Training "Grey Water" re-use system.

The proposed Architecture and Engineering Design Shall be compatible with the existing Fire Training Facility architectural aesthetic. The building materials shall include concrete masonry (cmu) and/or steel frame/metal wall panel exterior with concrete slab on grade, wood or steel truss/joist floor and roof structure and concrete/built-up/metal roof system as predicated by the building designs.

The project shall include architectural programming/master planning/design/construction document/construction administration, structural engineering, mechanical/plumbing engineering, electrical engineering (including rough-in design/coordination for: telephone system, IT/data, a/v system, access control/security system, cable TV, energy management system and design of emergency power/generator and fire alarm interface), fire protection engineering, civil engineering, landscape architecture, specification writing and cost estimating services as defined in this Contract and attached sub-consultant proposals.

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

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

**Architectural Services**

Perlman Architects of Arizona, Inc.  
Project Architect: Ken Powers, RA, President  
4150 North Drinkwater Blvd, Ste 240, Scottsdale, AZ 85251  
(480) 951-5900 Fax (480) 951-3045  
[KenP@PerlmanArchitects-AZ.com](mailto:KenP@PerlmanArchitects-AZ.com)

**Structural Engineering**

TLCP Structural, Inc  
Contact: Dave Schott, PE, Principal  
2802 East Indian School Road, Phoenix, AZ 85016  
(602) 553-8155 Fax (602) 553-8255

**Mechanical & Plumbing Engineering**

Associated Mechanical Engineers  
Contact: George Josephs, PE  
1505 West University Drive, #101, Tempe, AZ 85281  
(480) 966-3996 Fax (480) 966-3964

**Electrical Engineering**

Akribis Engineering, LLC  
Contact: Sheldon R. McInelly, PE < Principal  
1850 North Central Avenue, Suite 550, Phoenix, AZ 85004  
(602) 393-0201 Fax (602) 393-0202

**Fire Protection Engineering**

E-J Engineering Group, Inc.  
Contact: John L. Echeverri, Principal  
1550 East Maryland, Suite 1, Phoenix, AZ 85014  
(602) 636-0100 Fax (602) 636-0821  
[www.ejengineering.com](http://www.ejengineering.com)

**Civil Engineering**

CMX Sports Engineers, LLC  
Contact: Anthony Stevenson, PE  
Email: [Astevenson@cmxinc.com](mailto:Astevenson@cmxinc.com)  
[www.cmxinc.com](http://www.cmxinc.com)

**Landscape Architecture**

Logan Simpson Design, Inc.  
Contact: Steve Lohide, RLA, Vice President  
51 West Third Street, Suite 450, Tempe, AZ 85281  
(480) 967-1343 Fax: (480) 966-9232

**Specification Writing**

SASC

Contact: Bob Sears

(480) 967-00878 Fax (480) 967-0066

9180 South Kyrene Rd., Ste. 112 Tempe, AZ 85284

**Geotechnical Engineer**

Speedie & Associates

Contact: Ken Euge (602) 997-6391 Fax (602)-943-5508

3331 East Wood Street Phoenix, AZ 85040

**Cost Estimating Consultant**

Pinnacle One

Contact: Bill Yates (480) 394-0335

1620 W. Fountainhead Parkway, suite 202

Tempe, AZ 85282

## EXHIBIT A-3 PRODUCTION SCHEDULE

### **Programming/Master Plan Phase:**

**8 weeks**

Collection and Review of all applicable existing drawing (manual & AutoCAD format), reports, guidelines, City/Fire department design and material/system requirements, utility/infrastructure information/maps. Tours of existing local and Regional Fire Training Facilities, (1) Programming Meeting with City of Chandler/Fire Department Staff, formulation of a programming document outlining area requirements & spatial/functional relationships, (1) Programming Document Review Meeting and modifications in response to programming review meeting. Formulation of master planning site plan including (2) meetings with City of Chandler/Fire Department Staff to present/review master plan site plan and all required consultant coordination/review meetings and all required coordination/interface with related City Departments. . Formulation of Civil survey, geotechnical report and preliminary estimate of probable cost statement.

- Owner/Client Review: (2 weeks)

### **Schematic Design (SD) Phase**

**6 weeks**

Schematic Design documents including Architectural and limited Engineering based on the approved programming document/Master Plan Site Plan. (2) preliminary site plan/floor plan schemes with one scheme to be developed. Reproduction drawings and /or prints for site plan, floor plan, exterior building elevations, building section, general project information, preliminary estimate of probable cost statement and coordination with the City, Fire Department & CM@Risk Contractor (if applicable). Total of four (4) client design/review meetings and all required consultant coordination/review meetings and all required coordination/interface with related City Departments.

- Owner/Client Review: (2 weeks)
- City Site Plan Review Process: (6 weeks)

### **Design Development (DD) Phase**

**8 weeks**

Design Development documents based on the approved Schematic Design documents (Reproducible drawings and /or prints) including all Architectural, Structural, Mechanical/Plumbing, and Electrical, Fire Protection Documents, Civil Engineering, Landscape Architecture Documents, preliminary estimate of probable cost statement and coordination with the City, Fire Department, and CM @ Risk contractor (if applicable). (3) client design/review meetings and all required coordination interface with related City Department & CM @ Risk Contractor (if applicable).

- Owner/Client Review: (1 week)

### **Construction Documents (CD) Phase**

**12 weeks**

Construction documents based on the approved Design Development documents (Reproducible drawings and/or prints and calculations) including all Architectural, Structural, Mechanical/Plumbing, Electrical (including Emergency Power, Fire Alarm System, Telephone/Data rough-in, Audio/Video systems rough-in, security/Access Controls systems), fire Protection Documents, Civil Engineering, Landscape Architecture, Specifications, final estimate of probable cost statement and coordination with the city, Fire Department, and CM @ Risk Contractor (if applicable), as required for City of Chandler Plan Review Permit process. (3) client design/review meetings and all required coordination/interface with related City Departments & CM @ Risk Contractor (if applicable).

- Owner/Client Review: (2 weeks)
- Building & Civil/Landscape Permit Review Process: (10 weeks)

**Bidding & Negotiation (BN) Phase (if required)**

**8 weeks**

Assist City with Bid Phase Clarifications/Addenda, attend pre-bid meeting and assist City with Contractor Bid evaluations

**Construction Administration (CA) Phase**

**9 months**

(36) weekly site visits/meetings for 9-month construction duration Architect's Site Visits/Project Meetings w/reports, special structural inspections w/reports as required by the City of Chandler/Building Codes Per allowance, (5) Mechanical/Plumbing Engineering site visits/project meetings w/reports, (2) Fire Protection Engineering site visit/project meetings w/reports, (5) Electrical Engineering site visits/project meetings w/reports, (5) civil Engineering site visits/project meetings w/reports, (3) Landscape Architecture site visits/project meetings w/reports, Certification of Payment Requests, Clarifications, assistance with Change Orders/Proposal Requests, shop Drawing Review and (2) Punch-List Inspections to establish Substantial Completion & Final Acceptance.

**As-Built Drawing (AB) Phase**

**3 weeks**

As-built reproducible drawings depicting Architectural, Structural, M/P/E, Fire Protection, Civil and Landscape construction field modifications as documented and provided by the Contractor.

## EXHIBIT A-4 QUALITY CONTROL PLAN

The following Quality Control Plan shall be implemented by DESIGN CONSULTANT for the development of the Chandler Fire Department, Fire Training Center Expansion.

### **Quality Control Plan:**

The QA/QC Plan proposed for this Project stresses "Start-to-finish" hands on involvement and management by the project Architect/PM and consulting engineering project engineers. Our philosophy also encourages production/support staff involvement in all phases of work to further promote continuity throughout the project. The following components are the major procedures, which will be implemented in our QA/QC Plan to successfully maintain project budgets, schedules and overall quality of documents produced:

- All communications shall be addressed to and/or copied to the project manager of the design team and City of Chandler
- Architecture & all engineering disciplines will utilize project managers to design, review & coordinate in-house work and cross coordinate with other disciplines.
- Establish a project manual that will include applicable city, agency, public utility and development guidelines/requirements
- Establish an overall project schedule reflecting formal input sessions and reviews by owner/user groups, city review agencies, associated agencies, public utility companies, commercial and residential development design review boards/committees and private citizen interest ( as applicable)
- Design Team review & coordination meetings will be scheduled at milestone dates to discuss project status, coordination, constructability, and value engineering.
- Prior to the scheduled design team review meetings, a progress set of drawings will be issued to the design team members/client for review (mark-up). The respective design team members and client shall mark-up the drawings for utilization in the design team review meeting.
- Results of the design team review meetings, including any "action items" will be sent to each of the design team members and client
- Individual coordination/review meetings will be scheduled with individual or multiple team members as deemed appropriate. The purpose of these meetings will be to coordinate/review issues that may or may not affect the remainder of the team
- Results of the design team review meetings including any "action items" will be sent to each of the design team members and client
- Each discipline architect and engineer will be required to review their documents prior to the submittal of their documents and the documents of the other disciplines for cross coordination issues prior to each design team review meeting to ensure compliance with the project scope.
- Each discipline architect and engineer shall notify other disciplines, of coordination issues that must be considered, especially, but not limited to space needs, weights of equipment or support utility needs
- Estimates of probable cost statements at the end of all major phases of work

**EXHIBIT B**  
**FEE SCHEDULE - NOT TO EXCEED – HOURLY RATE**

**PROJECT TITLE: Fire Training Center Expansion**  
**PROJECT NO. FI0803-201**  
**Chandler, AZ.**

For services described in paragraph 3 of this Agreement, the CITY shall pay DESIGN CONSULTANT a fee not to exceed the sum of Five Hundred Twenty-One Thousand Six Hundred Fifty-Eight dollars (\$521,658.00) in accordance with the schedule set forth in Exhibits B-1 and B-2 attached hereto and incorporated herein by reference.

1. **PAYMENT SCHEDULE:** Payments to Design Consultant will be made in accordance with the design team hourly rates attached as Exhibit B-1 and will be based on the production schedule shown in Exhibit A-3.
2. The fee shown on the attached fee schedule, Exhibit B-2 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  
DESIGN TEAMS HOURLY RATES AND OTHER CHARGES**

<b>Architectural</b>	<b>Hourly Rate</b>
<b>Perlman Architects</b>	
Principal	\$150.00/hour
VP/Director	\$125.00/hour
Senior Planner	\$125.00/hour
Planner	\$110.00/hour
Senior Designer	\$125.00/hour
Designer	\$110.00/hour
Senior Project Manager	\$125.00/hour
Project Manager	\$ 90.00/hour
Graphics Specialist/Manager	\$ 90.00/hour
Senior Job Captain	\$ 90.00/hour
Job Captain	\$ 75.00/hour
Project Associate/Drafter	\$ 65.00/hour
Administrative/Clerical	\$ 50.00/hour
Local Delivery	\$ 20.00/hour

**Structural**

<b>TLCP Structural</b>	
Principal	\$130.00/hour
Associate Engineer	\$115.00/hour
Senior Engineer	\$105.00/hour
Project Engineer	\$ 95.00/hour
Field Inspector	\$ 60.00/hour
Drafting	\$ 60.00/hour
Clerical	\$ 45.00/hour

**Mechanical //Plumbing**

**Associated Mechanical Engineer**

Principal Engineer	<b>\$105.00/hour</b>
Sr. Engineer	\$ 95.00/hour
Designer	\$ 65.00/hour
Drafter	\$ 55.00/hour
Clerical	\$ 50.00/hour

**Electrical**

**Akribis**

Principal	\$110.00/hour
Designer	\$ 90.00/hour
Drafter	\$ 70.00/hour
Clerical	\$ 50.00/hour

**Fire Protection**

**E-J Engineering Group**

Principal	\$130.00/hour
Engineer Design	\$ 110.00/hour
CAD Drafter	\$ 68.00/hour

Administration \$ 58.00/hour

**Civil Engineering**

**CMX Sports Engineers**

Principal \$175.00/hour  
Director \$150.00/hour  
Senior Project Designer \$ 145.00/hour  
Project Designer \$ 95.00/hour  
Project Engineer \$ 105.00/hour  
Design Engineer \$ 90.00/hour  
CADD Team Lead \$ 90.00/hour  
CADD Tech 3 \$ 80.00/hour  
CADD Tech 2 \$ 70.00/hour  
CADD Tech 1 \$ 60.00/hour  
Clerical \$ 55.00/hour  
GPS Equipment Survey Crew \$180.00/hour  
RLS \$ 95.00/hour  
Construction Manager \$ 95.00/hour

**Landscape Architecture**

**Logan Simpson Design**

Project Principal \$176.00/hour  
Project Landscape Architect IV \$150.50/hour  
Landscape Designer III \$102.50/hour  
Landscape Designer II \$ 64.00/hour  
Irrigation Designer III \$102.50/hour  
Administrative \$ 56.00/hour

**Specialty Consultants**

**SASC- Specification Writing**

Principal \$145.00/hour  
Specification Writer \$125.00/hour  
Word Processor \$ 68.00/hour

**Speedie & Associates- Geotechnical Report**

Principal \$130.00/hour  
Project Manager \$100.00/hour  
Sr. Geologist/Engineer \$100.00/hour  
Project Engineer/Geologist \$ 90.00/hour  
Environmental Specialist \$ 85.00/hour  
Architectural Special Inspector \$ 85.00/hour  
Structural Special Inspector \$ 75.00/hour  
Staff Engineer/Geologist \$ 70.00/hour  
Sr. Engineering Technician \$ 55.00/hour  
Draftsman \$ 50.00/hour  
Materials Testing Technician \$ 45.00/hour  
Clerical/Administrative \$ 40.00/hour

**Reimbursable Expenses Rates**

Plots (in-house) \$0.12/sq ft  
Printing (in-house) \$0.12/sq ft  
Color Plots (in-house) \$10.00/sq ft

**EXHIBIT B-2  
FEE SCHEDULE**

<b>I. Programming/Master Planning Phase: (Total \$68,751.00)</b>	
Architectural:	\$31,060.00
Mechanical/Plumbing Engineering:	\$ 445.00
Electrical Engineering:	\$ 3,750.00
Fire Protection:	\$ 126.00
Civil Engineering (Topo/Bound. Survey for 7 & 5 acre parcels):	\$ 7,805.00
Civil Engineering (Existing retention review & design):	\$ 8,815.00
Civil Engineering (Master Plan & Dry Utility Search):	\$ 9,910.00
Landscape Architecture:	\$ 3,240.00
Geotechnical Report:	\$ 3,600.00
<b>II. Schematic Design (SD) Phase: ( total \$67,884.00)</b>	
Architectural:	\$ 43,080.00
Structural Engineering:	\$ 3,215.00
Mechanical/Plumbing Engineering:	\$ 1,170.00
Electrical Engineering:	\$ 3,430.00
Fire Protection:	\$ 1,286.00
Civil Engineering:	\$ 13,860.00
Landscape Architecture:	\$ 1,843.00
<b>III. Design Development (DD) Phase: (Total \$71,465.00)</b>	
Architectural:	\$ 38,820.00
Structural Engineering:	\$ 3,960.00
Mechanical/Plumbing Engineering:	\$ 4,460.00
Electrical Engineering:	\$ 4,870.00
Fire Protection:	\$ 2,320.00
Fire Protection Flow Test:	\$ 525.00
Civil Engineering:	\$ 13,405.00
Landscape Architecture:	\$ 3,105.00
<b>IV. Construction documents (CD) Phase: (Total \$130,199.00)</b>	
Architectural:	\$ 78,750.00
Structural Engineering:	\$ 10,220.00
Mechanical/Plumbing Engineering:	\$ 8,555.00
Electrical Engineering:	\$ 6,620.00
Fire Protection:	\$ 1,724.00
Civil Engineering:	\$ 16,550.00
Landscape Architecture:	\$ 3,150.00
Specification Writing:	\$ 4,630.00
<b>V. Consultant Coordination &amp; QA/QC: (Total \$18,230.00)</b>	
Architectural:	\$ 18,230.00
<b>VI. Bidding &amp; Negotiation (BN) Phase: (Total \$7,400.00)</b>	
Architectural:	\$ 3,225.00
Structural Engineering:	\$ 505.00
Mechanical/Plumbing Engineering:	\$ 315.00

Electrical Engineering:	\$ 290.00
Fire Protection:	\$ 188.00
Civil Engineering:	\$ 1,480.00
Landscape Architecture:	\$ 1,147.00
Specification Writing:	\$ 250.00

**VII. Construction Administration (CA) Phase: (Total \$80,366.00)**

Architectural:	\$ 61,420.00
Structural Engineering:	\$ 1,595.00
Mechanical/Plumbing Engineering:	\$ 2,205.00
Electrical Engineering:	\$ 4,270.00
Fire Protection:	\$ 1,676.00
Civil Engineering:	\$ 6,025.00
Landscape Architecture:	\$ 3,175.00

**VIII. Post Construction/As-Built Drawing (PC): (Total \$9,620.00)**

Architectural:	\$5,910.00
Structural Engineering:	\$1,020.00
Mechanical/Plumbing Engineering:	\$ 650.00
Electrical Engineering:	\$ 350.00
Fire Protection:	\$ 240.00
Civil Engineering:	See Allowances Section
Landscape Architecture:	\$1,450.00

**Basic Services Total Cost: \$453,915.00**

**Allowances:**

I. Special Structural Inspection Services (60 visits x \$175/visit)	\$10,500.00
II. Minimal Landscape Design for 5-Acre Parcel:	\$4,113.00
III. Civil Engineering As-Built Survey:	\$4,580.00
IV. Civil Engineering Grey Water Re-use (master plan level only):	\$4,500.00
V. Cost Estimating Services (Required if CM@R is not utilized):	\$31,050.00
1. Master Plan Estimate:	\$2,185.00
2. Schematic Design Estimate:	\$6,995.00
3. Design Development Estimate:	\$8,750.00
4. 90% CD Estimate:	\$8,750.00
5. 100% CD Estimate:	\$4,370.00
VI. Reimbursable Expense Allowance:	\$ 12,500.00

**Allowances Total: \$67,743.00**

**Basic Services Fee & Allowances Total Cost: \$521,658.00**