Chandler · Arizona	PURCHASING ITEM FOR COUNCIL AGENDA Memo No. CA08-261	1. Agenda Item Number: 46
		2. Council Meeting Date: June 26, 2008
TO: MAYOR & COUNCIL		3. Date Prepared: June 5, 2008
THROUGH: CITY MANAGER		4. Requesting Department: Community Services

5. SUBJECT: Award a professional services contract to Westlake, Reed, Leskosky, LLC, for the design of the Chandler Center for the Arts Renovation, Project No. CS0802-201 Phase 1 in an amount not to exceed $308,571.

6. RECOMMENDATION: Staff recommends that Council award a professional services contract to Westlake, Reed, Leskosky, LLC, for the design of the Chandler Center for the Arts Renovation, Project No. CS0802-201 Phase 1, in an amount not to exceed $308,571.

7. BACKGROUND/DISCUSSION: The City and Chandler Cultural Foundation commissioned a study in 2007 to review the current conditions of the Chandler Center for the Arts. The study examined the existing conditions of the facility's performance systems and resulted in a list of recommendations to maintain operability of the facility, bring existing conditions up to current codes, and other architectural improvements. The recommendations were prioritized by the team and include upgrades to HVAC, Fire Sprinkler, and ADA accessibility. Also included are the replacements of stage rigging, Fire Alarm, Security, and lobby floor repair. The team consisted of representatives from the Chandler Cultural Foundation, City personnel, School personnel, Architect and Theatre Specialists. The project was separated into two phases for budgeting purposes. Phase 1 takes the design from conception to Design Development. Phase 2 takes the design to Construction Documents and Construction Administration.

8. EVALUATION: The City selection process was developed in accordance with the state law for selecting professional services. Two (2) Statements of Qualifications were received from qualified firms on January 18, 2008. The selection committee included the following members:

Martin Perez, Project Manager	Katrina Mueller, Project Owner
Bill Fay, Public Works Engineer	Fred Deutsch, Contractor
Jeanette Polvani, Chandler Resident	Jimmie Byrd, Senior Production Coordinator

Brignall Construction Co. Inc. was selected based on qualifications, current workload, and experience in accordance with City regulations and established procedures. The costs proposed for this project were comparable to staff estimates and historical design services prices.

9. FINANCIAL IMPLICATIONS:

Cost:	$308,571
Savings:	$N/A
Long Term Costs:	$None

Fund Source:

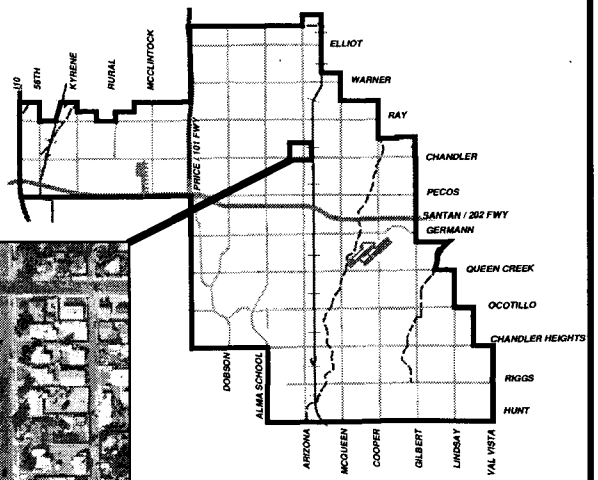
Acct. No.:	Fund Name:	Program Name:	CIP Funded:	Amount:
433.4580.0000.6212.8PR551	G. O. Bonds	Ctr. For Arts Improv.	07-08	$308,571

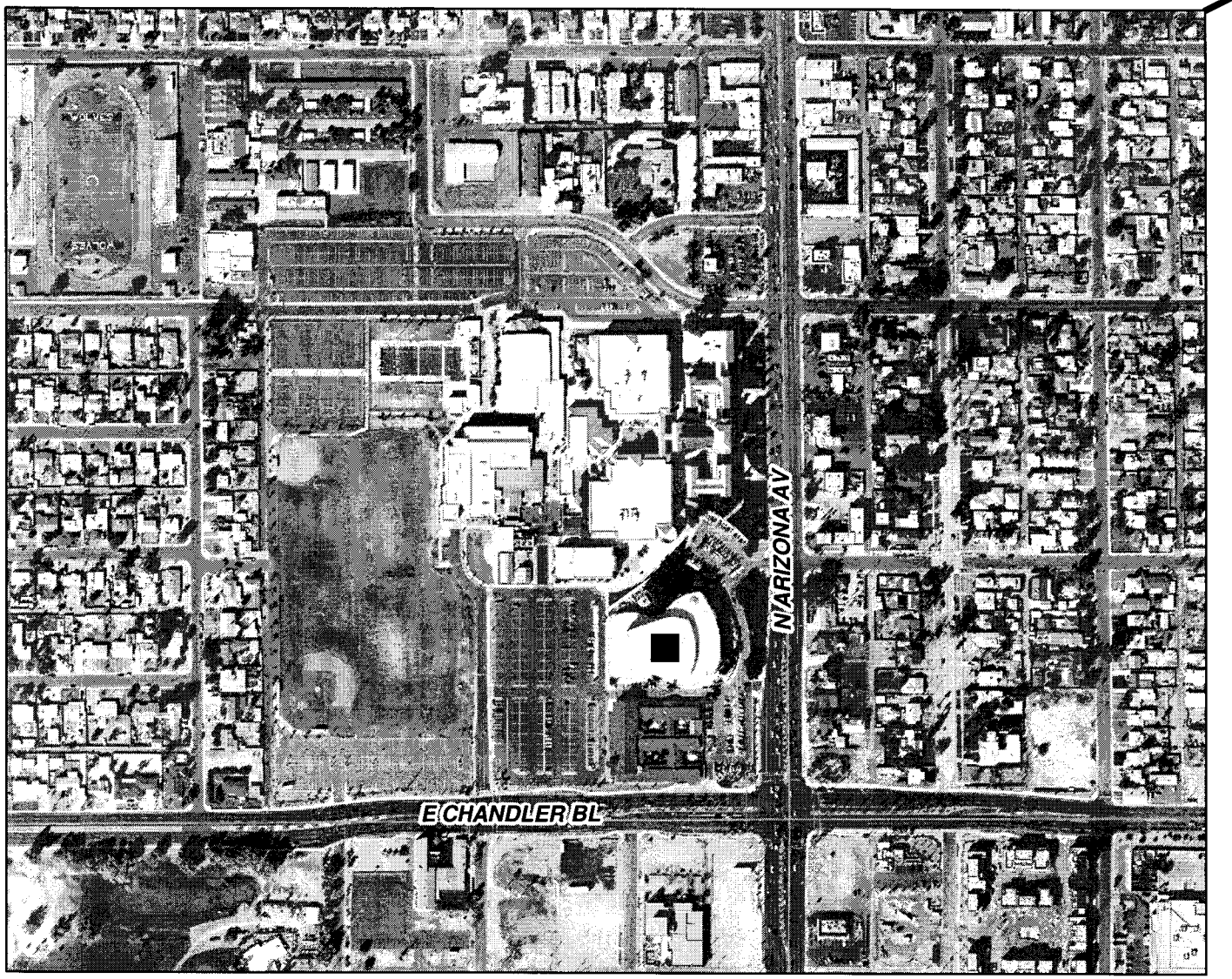
10. PROPOSED MOTION: Move that Council award a professional services contract to Westlake, Reed, Leskosky, LLC, for the design of the Chandler Center for the Arts Renovation, Project No. CS0802-201, in an amount not to exceed $308,571, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map	
APPROVALS	
11. Requesting Department Katrina Mueller, Art Center Manager	**13. Department Head** Mark M. Eynatten, Community Services Director
12. City Engineer Sheina Hughes, Asst. Public Works Director/City Engineer	**14. City Manager** W. Mark Pentz

CHANDLER CENTER FOR THE ARTS RENOVATION
PROJECT NO. CS0802-201

Chandler Arizona





MEMO NO. CA08-261

■ PROJECT SITE

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CONSTRUCTION MANAGER AT RISK
DESIGN CONSULTANT CONTRACT

PROJECT TITLE: **Chandler Center for the Arts Renovation Phase I**

PROJECT NO: **CS0802-201**

This Agreement is made and entered into by and between the City of Chandler, Arizona, a municipal Corporation, hereinafter called the CITY, and **Westlake, Reed, Leskosky, LLC**, a limited liability company, licensed in the Sate 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 City of Chandler commissioned a study to review the current conditions of the Chandler Center for the Arts located at 250 N. Arizona Avenue. The study resulted in a list of prioritized improvements necessary to keep the Art Center operating at an optimum level. The recommended improvements included having an ADA study completed and implement the recommendations, Fire Alarm and Fire Protection upgrades to bring up to current NFPA requirements, short term security upgrades, HVAC upgrades, Foyer lobby floor remediation, stage rigging reinforcement, stage rigging replacement and other items. The Project is more specifically described in Attachment A and Exhibit A-1 attached hereto and incorporated herein by reference.

2. DEFINITIONS: 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 and Exhibit A-1 and Exhibit A-4 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). Design Team and their assignments are set forth in Exhibit A-2.

5. FEE FOR SERVICES: For services described in paragraph 3 of this Agreement, the CITY shall pay DESIGN CONSULTANT a fee not to exceed the sum of **Three Hundred Eight Thousand Five Hundred Seventy One** dollars (**$308,571**) 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 schematic design and design development drawings and have all documents ready for City review within **140** calendar days of the date indicated on the Notice to Proceed.

B. DESIGN CONSULTANT shall complete all services specified herein in accordance with the Production Schedule and progress milestones included in Exhibit A and as discussed with the CM@Risk for meeting schedule attached herein. In the event delays are experienced beyond the control of DESIGN CONSULTANT, the completion date may be extended as mutually agreed upon by CITY and DESIGN CONSULTANT.

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

8. REPORTS & APPROVALS: All work shall be subject to the approval by CITY and each phase of the work will be submitted to CITY in accordance with schedule included in Exhibit A-3 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 tan 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 $75,000 will not be accepted except with permission of the Management Services Director/designee.

I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.

J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the DESIGN CONSULTANT with reasonable promptness in accordance with the DESIGN CONSULTANT's information and belief.

K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the DESIGN CONSULTANT until such time as the DESIGN CONSULTANT shall furnish such additional security covering such claims as may be determined by the CITY.

11.2 Proof of Insurance - Certificates of Insurance

A. Prior to commencing work or services under this Agreement, DESIGN CONSULTANT shall furnish to CITY Certificates of Insurance, issued by DESIGN CONSULTANT's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.

B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.

C. All Certificates of Insurance shall identify the policies in effect on behalf of DESIGN CONSULTANT, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.

D. CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise DESIGN CONSULTANT of any deficiencies in such policies and endorsements, and such receipt shall not relieve DESIGN CONSULTANT from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of DESIGN CONSULTANT's obligations under this Agreement.

11.3 Required Coverage

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

A. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the DESIGN CONSULTANT's employees;

D. Claims for damages insured by usual personal injury liability coverage;

E. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

F. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.

G. Claims for bodily injury or property damage arising out of completed operations;

H. Claims involving contractual liability insurance applicable to the Contractor's obligations under the Indemnification Agreement;

I. Claims for injury or damages in connection with one's professional services;

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

11.3.1 Commercial General Liability - Minimum Coverage Limits:

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

11.3.2 General Liability - Minimum Coverage Limits

A. The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined shall be written for not less than $1,000,000 or 10% of the contract cost and with a $2,000,000 aggregate.

B. Automobile Liability: DESIGN CONSULTANT shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the DESIGN CONSULTANT's work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of $5,000,000 per accident for bodily injury and property damage.

11.3.3 Worker's Compensation and Employer's Liability:

DESIGN CONSULTANT shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over DESIGN CONSULTANT's employees engaged in the performance of the work or

services; and, Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease coverage for each employee, and $1,000,000 disease policy limit. In case any work is subcontracted, DESIGN CONSULTANT will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of DESIGN CONSULTANT.

11.3.4 Professional Liability:

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

12. DISPUTE RESOLUTION:

A. Disputed Invoices. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

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

C. Good Faith Negotiation. CITY and DESIGN CONSULTANT agree to negotiate all disputes between them in good faith prior to exercising their rights under law.

D. Binding Special Arbitration. All claims, disputes and other matters in question between CITY and DESIGN CONSULTANT arising out of, or relating to this Agreement, or the breach thereof (except for claims which have been resolved pursuant to paragraphs 9 or 12 A, B and C herein) above shall be decided by binding, unappealable special arbitration, as described below, if the claim for compensation, costs or expenses, damages or reimbursement is equal to or less than $50,000. Claims over $50,000 shall have non-binding mediation as the first step to settling the dispute or claim.

E. Special Arbitration. All arbitration of claims shall be conducted in Chandler, Arizona, in accordance with the following rules:

1) Any time after the parties have attempted in good faith but without success to resolve one or more disputes, a party may notify the other in writing that they are at impasse (Notice of Impasse) and request immediate arbitration in accordance with the terms herein.

2) Within ten (10) days after the date of such Notice of Impasse, each party shall select an impartial intermediary, who shall, together, agree upon a third impartial person who will be the arbitrator. To be considered impartial an intermediary or arbitrator shall not have any previous or current relationship which would be considered a conflict of interest with either party, including, but not limited to, current or previous employment or contractual relationship, indebtedness or ownership interest.

3) The parties shall immediately cooperate with each other to draft together a short summary of the facts and a list of questions or issues to be resolved by the arbitrator. If the facts are in dispute, such disputed facts shall be listed as contentions by the party asserting them. In the event the parties are unable to agree upon a summary of the facts or a list of questions or issues, each party shall instead include a statement of facts and list of issues in that party's Position Paper submitted to the arbitrator. Such summary of facts and list of questions or issues shall be completed by the parties and submitted to the arbitrator within twenty (20) days of the date of the Notice of Impasse.

4) The parties shall cooperate to gather any documents and exhibits necessary to resolve the issues and provide them jointly to the arbitrator. In the event of a dispute between the parties regarding whether a document should be provided, the disputed document shall be submitted to the impartial intermediaries who will determine its appropriateness for submittal. Correspondence between the parties which discusses settlement or resolution of the issues shall be submitted. All such evidence shall be submitted to the arbitrator within twenty (20) days of the date of the Notice of Impasse.

5) Each party may submit a written Position Paper of no more than ten (10) pages, supporting or explaining that party's position and providing citations to relevant law. Any such Position Paper shall be submitted to the arbitrator within thirty (30) days of the date of the Notice of Impasse.

6) There shall be no hearing, no witnesses, no argument nor contact by the parties or their representatives with the arbitrator except for the joint submittals and each party's Position Paper.

7) The arbitrator may request additional information and may make any other orders necessary to resolve the entire matter.

8) The arbitrator shall issue a written decision resolving all the submitted issues within 30 days after receiving the Position Papers.

F. Nothing herein contained shall be so construed as to preclude DESIGN CONSULTANT or CITY from commencing a legal action in relation to claims in excess of $50,000, but the sole legal remedy in relation to claims of $50,000 or less shall be binding, unappealable special arbitration as described above.

13. AMENDMENTS: Whenever a change in the Scope of Work contemplated in this Agreement is determined to be necessary, the work will be performed in accordance with this Agreement provided, however, that BEFORE such work is started, an Amendment shall be executed by CITY and DESIGN CONSULTANT. Additions to, modifications of, or deletions from the project provided herein may be made and the compensation to be paid to DESIGN CONSULTANT may be adjusted accordingly by mutual agreement of the contracting parties. It is agreed that no claim for extra work by DESIGN CONSULTANT will be allowed by CITY except as provided herein, nor shall DESIGN CONSULTANT do any work not covered by this Agreement unless such work is authorized through an executed amendment.

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

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

15. 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

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

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney By: SEAL

DESIGN CONSULTANT

By: Signature

ADDRESS FOR NOTICE
Westlake, Reed, Leskosky, LLC
One East Camelback Rd., Ste. 690
Phoenix, AZ 85012
Phone: (602) 212-0451
FAX: (602) 212-1020

ATTEST: If Corporation

Secretary

ATTACHMENT A

DETAILED DESCRIPTION OF THE PROJECT
AND
DESIGN CONSULTANT SCOPE OF SERVICES

PROJECT TITLE: **Chandler Center for the Arts Renovation Phase I**
PROJECT NO. **CS0802-201**

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 **Chandler Center for the Arts**, located at **250 N. Arizona Avenue**, 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:

- Rigging (infrastructure improvements and replacement)
- Survey for ADA compliance and project proposals
- Turntables
- HVAC Upgrades in the Service Yard
- Fire Alarm Replacement
- Short-term Security System Upgrades
- Television Studio Renovations
- Telecommunications
- Stage Floor Replacement
- Paint shell, enlarge scene shop door opening, add mercury switches
- Revise stage ladders and catwalks
- Replace Broken Theater Seats
- Aisle stair handrails
- Remove concrete steps in aisles at turntables
- Company switch
- Increase circuits by 68 on deck
- Replace exterior door hardware
- Lobby Floor Remediation
- Back of House ADA Improvements
- Signage & Wayfinding
- Replace T12 Fluorescents with T8 or T5
- Reconfigure Orchestra pit and Install pit lift and wheel chair lift
- Modify and repair existing sprinkler system throughout facility
- As-Built Drawings

and other associated functions. The exterior improvements may include: Signage, front entrance plaza improvements and fountain replacement. A more detailed description of City's concept is attached as **Exhibit A1**.

The project design, construction, furnishing and equipping is **$6,700,000** for Phase I and Phase II. 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.

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:

1. 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.

2. 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:

1. DESIGN CONSULTANT shall institute and comply with the Design Quality Control Plan attached hereto and made a part hereof by reference.

2. As a part of the project design DESIGN CONSULTANT shall develop a quality control plan for the entire design and construction phases. 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:

1. Perform a Document Search for utility as-builts. *
2. Perform a Document search for rights-of-way. *
3. Perform a Document search for survey ties and benchmarks. *
4. Perform a Document search for City policies, regulations, standards, design manuals, and requirements, etc relevant to project. *
5. Research all utility companies/agencies and acquire all available as-built and utility records.
6. Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by Owner.
7. Consultant shall provide a survey of the exterior and interior ramps, plaza, interior lobby, audience chamber and frontal stage area. Designer shall evaluate survey to determine ADA compliance.

VI. UTILITY/AGENCY COORDINATION:

1. Coordination with utility companies and agencies shall be in accordance with the latest version of the "Public Improvement Project Guide" (PIPG).
2. DESIGN CONSULTANT shall identify utility conflicts during the initial stages of the design process.
3. 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.
4. 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.
5. Engineers employed by DESIGN CONSULTANT shall provide the legal descriptions for the natural gas and electrical service easements.
6. 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.
7. DESIGN CONSULTANT shall conduct utility meetings to coordinate relocations with utility/agency and establish relocation schedules.
8. DESIGN CONSULTANT shall follow-up with the final design submittal for utility construction and coordination with the bid documents.

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

VII. GEOTECHNICAL INVESTIGATION:

1. Consultant shall direct and evaluate all soil and pavement borings necessary to complete their work.
2. 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. Geotechnical investigations/borings by others. Design corrections based on evaluated soil samples.

VIII. PROGRAMMING:

1. 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.
2. DESIGN CONSULTANT shall perform a total of **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.*

3. DESIGN CONSULTANT shall facilitate **4** "sub-committee" meetings to gather pertinent information from: *

CITY staff	DESIGN CONSULTANT
Martin Perez	Paul Westlake
Katrina Mueller	Vince Leskosky
Jimmie Byrd	Robert Mather
	Richard Sourbrine
	Darrel Ziegler

4. DESIGN CONSULTANT shall prepare a "Program" which will include:
- Establish construction budget in coordination with the DESIGN CONSULTANT.
- 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

5. 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:

1. Attend a CITY "pre-site" meeting with the CITY plans review and development staff.
2. 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. *
3. 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.
4. Attend a City Council meeting and brief the City Council, which will include preparing exhibits, rendering(s), computer graphic, displaying and explaining such exhibits etc., to the City Council and public while documenting meeting information exchange. *
5. Attend any other City Board meeting and brief the Board, which will include preparing exhibits, renderings, computer graphic, displaying and explaining such exhibits, etc., to Board members while documenting meeting information exchange. *
6. Collaborate with Owner to define their requirements for building systems. *

7. Create an outline specification.
8. 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.
9. Perform code reviews and implement requirements into the design documents.
10. Value Engineer the design cooperatively with the entire design team including CM@R and CITY'S representatives. This effort will occur as early as effectively possible and consist of a focused meeting addressing: relationships of components, construction materials, and building systems. *
11. Prepare vertical sections across the site and through the building.
12. Prepare elevation drawing(s) and, as required, perspective sketch of the interior and exterior.
13. Submit the project to the CITY for a Development Standards review.
14. Submit to City's Project Manager for comment 8 complete drawing sets with drainage & structural calculations, as necessary; one drawing set shall be reproducible. Also include a CD with all files in Adobe Acrobat format. *
15. Until a final GMP is accepted by all parties, the DESIGN CONSULTANT is responsible for calling all meetings, preparing the minutes, and distribution of the minutes.

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

1. 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, electrical, Fire Protection, Fire Alarm, Security and Building Automation 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:

2. Allow and invite the Owner's Representative and CM@R to attend the regular weekly design coordination meetings. Attend a CITY "pre-site" meeting with the CITY plans review and development staff.
3. 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.
4. Review and advise CITY with regard to the Guaranteed Maximum Price if submitted by CM@ Risk at completion of schematics.
5. Present a second briefing to Board that shall include preparing exhibits, renderings, computer graphic "fly-around", briefing Board members while documenting meeting information exchange.
6. Conduct a full document set (plans & specs) review in the presence of all consultants, CM@R and CITY'S representatives and any other stakeholders. *
7. 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 8 complete drawing sets with drainage & structural calculations, as necessary; one drawing set shall be reproducible. Also include a CD with all files in Adobe Acrobat format. Include original redline drawings and a spreadsheet containing comments received from previous review along with a review summary indicating action taken. Include original review comments as required.
8. 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.

EXHIBIT A-1
DETAILED DESCRIPTION OF CITY'S CONCEPT

I. Rigging (infrastructure improvements and replacement)

A. Main Stage

1. Remove and Store stage draperies taking care to keep them clean and undamaged. Provide vermin-proof and weatherproof containers as necessary. Clearly identify and label containers by group. Track by location and sequence. Notify City immediately if damage is found. Record damages. Coordinate storage with City.
2. Remove and store acoustic shell ceiling pieces. Coordinate with City.
3. Remove and store 1-1/2" Sch.40 pipe battens and clamshell batten clamps. Provide vermin and weatherproof containers as necessary. Clearly identify and label containers by group. Track by location and sequence. Notify City immediately if damage is found. Record damages. Coordinate storage with City.
4. Remove existing motor/gearbox/limit switch units, drive shafts, cable drums and lift lines and any other miscellaneous materials and equipment required for complete rigging renovation. Coordinate with City to select six shafts, and two motor/gearbox/limit switch units to retain on site. All other motor/gearbox/limit switch units are to be properly disposed of. Coordinate disposal and storage with City.
5. Relocate access ladders, reuse if possible, to downstage right proscenium wall.
6. Relocate catwalks, reuse if possible, to downstage right proscenium wall.
7. Design to reinforce existing roof trusses to support new rigging system and new loads. New system must be either PowerLift manufactured by JR Clancy or Vortek manufactured by Daktronics. There will be 40 line sets parallel to the proscenium and 4 transverse (perpendicular to the proscenium), 2 on each side one will be a 18-22 circuit electric the other will be used for transverse masking. New drapery to be determined with city staff. Parallel linesets will be placed on 9-inch or 10-inch centers, electric battens and the shell ceilings will be on 14-inch centers.
8. Upgrade the fire/safety curtain installation to meet ESTA standards. It is desired that a SECOA FC3 winch, or alternative mutually agreed upon by both City and Designer, be installed on this line set to improve the operation.
9. Design for additional power and new control wiring as necessary for packaged rigging equipment and controller. Locate on stage right near to the existing controllers position
10. Determine, in cooperation with City, number and location of emergency stop switches and install all necessary conduit, wiring and switches. E-stop will function to stop a unit within a given amount of time or distance depending on speed of travel. Once stopped the unit will reverse 12".
11. The line sets will be a mixture of variable speed and fixed speed units. General-purpose line sets will travel 0-'250'/minute, electrics and shell ceilings at a fixed speed of 20'/minute. Grand Drape must fly at 0'-300'/minute. Provide the controller system that includes a means to bring a given line set to it's programmed speed and gradually stop (3-6 seconds) to prevent shock-loads. The controller will be PLC based and capable of storing information for multiple tasks or shows. Various levels of control will be limited by password and operation will require key access. Provide six (6) keys at closeout, six (6) operating manuals, six (6) training manuals and related program material. Also provide all related warranty and other documentation in Adobe Acrobat format.
12. Perform a structural review of the front of house as it relates to the following areas:
    - New speaker clusters: modify rigging to permit the Center's speakers to be lowered and removed and touring show speakers installed. The design should provide for cable paths for City speakers as well as touring shows and include all necessary chain motors or equivalent, structural upgrades, electrical power and control wiring. The design of rigging and cable paths may in no way break the fire-curtain line or impede the operation of the fire curtain.
    - Review structure at existing front of house truss hanging points (x2) and design upgrades as needed to support 2000 lbs per point. Design should provide for cable paths for high and low voltage wiring that does not break the fire curtain line nor impede audience traffic. The design of rigging and cable paths may in no way break the fire-curtain line or impede the operation of the fire curtain.
    - Review structure above soffit area directly above the exits nearest the stage. Design to hang (x2) display screens in this area.

13. Installation of packaged winches must be by experienced and qualified theatrical rigging sub-contractor who will be required to provide an ETCP certified theatrical rigger experienced in packaged winch system installations to oversee and commission the installation. Evaluate certification as part of submittals.
14. Propose stored and new 1-1/2" Sch.40 pipe battens connected to packaged winches.
15. Over see the inspection of all batten splices for wear. If required modify as follows: connect with 36" lengths of 1-/9/16" metal tube inserted into the pipe with two through bolts 3/8" x2-1/2" Grade 8 with Grade 8 nylock nuts on each side of the splice, or other equivalent alternative.
16. All packaged winch to structure connections and cable to batten connections are to be made with hardware rated for overhead lifting. Evaluate proposed systems.
17. All lift lines are to be 7x19 galvanized aircraft cable (GAC) with the diameter determined by load. All wire rope connections will be made with galvanized copper sleeves and stops with the recommended number of crimps. All crimps will be checked with a go-gauge for the tool and sleeve/stop specified. Design proposed systems.
18. All battens will be attached to the GAC by means of a properly sized and rated thimble and Crosby shackle to a clamshell batten clamp. A trim chain, ¼" proof coil, 24" in length will be wrapped once around the batten and secured to the shackle. All Shackle and turnbuckle connections will be "moused" with wire or quick-tie. Crosby's, clamshells and other miscellaneous hardware are to be retained and re-used as appropriate. Design proposed systems.
19. Design a pantograph cable management system replacement for the current festoon-style cable management system. Current number of circuits may not be reduced. New cabling should provide for Ethernet and or DMX data distribution needs. Provide all specifications and scope for this requirement.
20. Design and Specify replacement of all stage and house light dimmer systems with ETC Sensor Racks. All dimmers are to be 2.4Kw in accordance with the manufacturers specifications and the installations; Houselights, Main Stage, Bogle Theatre and Recital Hall are to be compatible with each other. No mixing of various manufacturers or of significant design types. The Main Stage shall have a minimum of 394 dimmers. The Bogle Theatre shall have a minimum of 180 dimmers, the Recital Hall shall have a minimum of 24 dimmers and House lights shall have a minimum of 80 dimmers. Provide 5% of the total dimmers in spare dimmer modules as well as two control modules as back-up in case of equipment failure.
21. Oversee the reinstallation of the acoustic shell ceilings with modifications to their design and operation as identified:
    - Propose new shell light fixtures. Submit sample light fixtures for COC approval.
    - Design all power requirements for these to light as follows: from left half and right half to inside half and outside half. Exact division to be determined with City staff.
    - Design the control system to break the circuit when the ceilings are in their upright and stored position.

B. Bogle Theatre
1. The work included for each line set: Remove equipment and inspect all shaft connection points, motors, gearboxes and limit switches for wear and determine remaining life. Advise City regarding reinstallation and reuse, replacement or conversion to dead-hung battens.

C. Paintframe
1. The work included: Remove equipment, inspect for wear all shaft connections, motors, gearboxes and limit switches and determine remaining life of each. Advise City regarding the condition of all original equipment, replacement or other alternative. If required, design wiring and control buttons as required for all changes.
2. Design a steel rack structure to be mounted behind the paint frame at 3'-6"± above the shop floor level. The rack structure will be used to store miscellaneous pipe that is used for production purposes. The rack should have the capacity to hold ten (x10) 20' lengths of 1-1/2" schedule 40 steel pipe and twenty-four (x24) 20' lengths of ¾" schedule 40 steel pipe.
3. Design and provide additional rigging, chain motor or equivalent to allow the removal of CCA speakers and installation of touring speakers as identified in I.A.21 above.

II. Turntables
A. Inspect turntables and evaluate operation and recommend repairs. COC staff has observed malfunctions possibly caused by friction or misalignment. Replace parts as required.
B. Evaluate wood wallpaper and painted plaster surfaces and design and propose replacement and or repair. Provide a mockup of a repair of an existing damaged area 48"x48" min. to allow CCA staff to evaluate.
C. Evaluate the work performed to on turntables and return to manufacturer's original operating condition to meet all safety and control requirements.

III. HVAC

A. Design to construct a partially enclosed structure around the chillers. Structure is to be designed to protect all electronic components from precipitation and to shield the west side of the equipment from exposure to the sun. There must be a minimum of 6' (72") between chillers and other equipment and any adjacent walls or posts.
B. Design for a new chiller and chilled water pumping system for a more efficient chiller plant, use refrigerant not scheduled for phase-out. Add adequate redundancy to the cooling system for reliability.
C. Provide web-based direct digital control system to allow the City to schedule the HVAC system. City requires direct digital control system (DDC) using equipment and devices from the Lonworks certification.
D. Evaluate the commissioning service or qualified professional to verify that the cooling plant including the ice storage system is operating as designed. Provide the test and balance report as required by the contract documents.
E. Design a system of shut-off timers or fan speed controls on stage right of the Main Stage for both Main Stage AHUs 8 and 9. These will be used to stop air movement when atmospheric effects; smoke, fog and haze are used during a production.

IV. Fire Alarm

A. Upgrade the Fire Alarm system to meeting existing NFPA, NEC and IBC requirements. Provide 10% spare parts at closeout. Include all necessary warranty, operation and maintenance manuals (six copies) in both hard and Adobe Acrobat formats. Repairs or replacement must be kept compatible with annunciator in control booths.

V. Short-term Security System Upgrades

A. Design short-term security upgrades to incorporate the requirements of the Feasibility Study. Minimum items to address:
   - Provide door monitoring of all unmonitored exterior doors at the Green Room exterior, South Balcony back stairs, Back Hallway, exhibition Hall, and North Hallway doors.
   - Replace and/or repair the inoperable motion detectors within the foyer(s).
   - Add motion detection to other areas with large, grade-level glass exposures as encountered at other building entrances.
B. Evaluate security system cabinet for existing conditions. Remount the loose circuit board within the head-end enclosure.
C. Evaluate the need for surge suppression for the security supply power. Propose as necessary.

VI. Television Studio renovations

A. Design to provide:
   - 4 enclosed and lockable office spaces for production area functions.
   - Provide x2 - 3-4 person standard dressing rooms with lavatories, sinks and showers.
   - Add a second floor storage area with stair access.
   - Retain electric battens and support beams.

VII. Telecommunications

A. Provide a telecommunication system infrastructure in compliance with ANSI/TIA standards. Compliance with these standards would include creation of a dedicated Telecommunication Room (TR). This TR would become the central point of connectivity. From it, copper and/or fiber optic cable would be extended to the telephone company point of demarcation.
B. Replace the existing telecommunications cabling infrastructure with new to support the digital and analog telephone and Ethernet, at rates up to 1000 Mbps (or 1 Gig).
C. Provide a fiber optic backbone interconnection between secondary telecommunication rooms and the central telecommunication room.
D. TIA standards for administration (TIA/EIA 606-A) and grounding/bonding (ANSI/J-STD-607-A) must be applied to the future telecommunications work within the facility.
E. Propose relocating the TR to a more accessible location. Current location does not allow access during Recital Hall functions.
F. Provide a Category 5e-cabling infrastructure. Utililze switches rather than hubs for distribution of Ethernet to work area outlets.

VIII. Stage floor replacement

A. Remove the existing floor, inspect pine-flooring and sub-flooring structure and repair or replace as necessary.

B. Replace stage floor with ¼" "Stage-Lam", or similar product that is colored black through the material and is less prone to showing scratches and minor damage. Suggest alternative product for stage flooring.

IX. Stage Left Door

A. Increase the size of the door between the shop and stage left to allow for clearance to move the shell to the scene-shop area when additional wing space is needed. Minimum unobstructed height of doorway is 20'-0" and width of 12'-0"

X. Paint shell, enlarge scene shop door opening, add interlock switches

A. Sand and paint all acoustic shell ceilings and towers. Fill holes with a product specified by the shell manufacturer and paint to the original specifications. Use flame retardant paint to provide 2-HR rating. Protect all from overspray.

B. Inspect and replace guide blocks, latches, cables and winches as needed.

C. Rewire the circuits and replace fixtures on the shell ceilings.

D. Add positioning sensing device(s) as required to control the operation of the lighting when moving shell ceilings. As an alternative the lights can be re-designed to remain pointed down when the ceiling is tilted up for storage.

XI. Revise Stage Ladders and Catwalks

A. Design new or modify existing ladders and catwalks to provide additional stage depth for an increased number of line sets. Coordinate ladder and catwalk location with City staff. Determine feasibility of accessing rigging MCCs utilizing catwalks and/or ladders.

XII. Replace Broken Theatre Seats

A. Repair or replace seat backs and cushions where needed in all three theatres.

B. Propose replacing upholstered arms with solid wood or plastic arms or alternative.

XIII. Aisle Stair Handrails

A. Install hairpin handrails at each aisle step. Coordinate final location with City staff.

B. Evaluate use of handrail lighting to meet the minimum lighting requirements.

XIV. Remove Concrete Steps in Aisles Rows at Turntables

A. Examine feasibility of removing the two large concrete steps located at the turntables exterior in the main seating area. If feasible, remove the steps and patch back concrete. If impractical, provide additional lighting to illuminate the steps while not interfering with the performance environment.

B. Propose modifying seating in this area as required to correct trip hazard.

XV. Company Switch

A. Utilize existing 3" conduits running from upstage right to the Electrical/Mechanical yard to supply adequate additional power to install two 400-amp switches upstage right.

B. Determine cabinet and wiring needs as required.

XVI. Increase circuits to 68

A. Design for 18-22 on both proposed side electrics, 6-upstage left wall, 6 upstage right wall, 6 on the orchestra pit lift and 2 in each of the three abandoned speaker enclosures.

B. Coordinate work with City staff.

XVII. Replace Exterior Door Hardware

A. Inspect exterior doors for operation and repair or replace parts as necessary.

XVIII. Lobby Floor Remediation

A. Determine cause of deviation in lobby floor and provide permanent solution.

XIX. ADA Remediation

A. Examine and evaluate the facility's ADA compliance with current standards. Make recommendations and prioritize needs as immediate and for future improvements. Coordinate design with City staff and Mayor's Council on Accessibility.

XX. Signage and Way-Finding

A. Design and install comprehensive identity and way-finding signage system that is ADA compliant for both the exterior campus and inside the building. Include all power and control requirements. Design must anticipate possible future facility expansion.

XXI. Replace T12 Fluorescents with T8 or T5

A. Replace all existing fluorescent T12 lamps with new T8 or T5 lamps in combination with electronic ballast. Designer must consider minimum lighting requirements. Work with CCA staff to modify lighting on the Main Stage Wings. Propose lighting types, fixtures, and locations.

XXII. Reconfigure Orchestra pit & Install pit lift

A. Reconfigure the orchestra pit to incorporate a pit lift. Include the addition of a mobile wheelchair lift that can be utilized at multiple locations. Reference item XVI. Increase Circuits to 68.

XXIII. Modify sprinkler system in orchestra pit and throughout facility

A. Inspect entire system and repair/replace equipment where necessary.
B. Examine and modify the existing sprinkler system to meet current NFPA, and City of Chandler standards.
C. Replace missing or worn escutcheons and adjust piping to allow for correct installation.

XXIV. Power upgrades including replacing all stage and house dimmers

A. Replace original Colortran 192 Series racks with ETC Sensor racks.

XXV. Long term Security Upgrades replace entire burglar alarm system

A. Evaluate existing security and burglar alarm system and propose modifications to the existing system, or new security system to meet current minimum requirements. Coordinate with City.
B. Security system must allow building access tracking and access control. Access control system secondary reporting to the building's Lonworks system for maintenance monitoring is required.
C. Design a video surveillance system; include all locations in levels of priority. Video system must be capable of recording images for up to 15 days. Cameras must be pan-tilt-zoom capable.

Note: CCA staff and stakeholders in conjunction with Westlake Reed Leskosky the Designer, and Brignall Construction, the Construction Manager at Risk, prioritized all items identified in this document for Scope of Work. All items reference the Facility Review and Expansion Feasibility Study dated December 6, 2007.

EXHIBIT A-2
DESIGN TEAM AND THEIR ASSIGNMENTS

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

1. WRL Team consists of:

• Paul Westlake Jr. FAIA	Principal In Charge of Administration
• Vince Leskosky	AIA Lead Design Principal
• Robert Mather AIA, LEED AP	Project Director
• Richard Sourbrine, AIA	Project Architect/Contract Administration
• Darrell Ziegler	Theatre Specialists
• Jill Maurer	Theatre Specialists
• Robert Diez, PE	Mechanical Engineer
• Dennis Fox, PE	Electrical Engineer
• Daily Minieris	Interiors
• Ian Hoffman	Acoustics
• Stephanie Banfield	Structural (Rigging Design)

2. Included Consultants:

• JRC Design	Graphics and Wayfinding Signage
• TLCP	Structural Engineers of Record
• Atherton Engineering	Interior topo survey of lobby and audience chamber and exterior plaza top and bottom of ramps and stairs
• PCS	Comparative cost estimate with CM@Risk GMP and reconciliation meeting.

EXHIBIT A-3
PRODUCTION SCHEDULE

Task ID	Task Name	Duration Days
200.0	Proposal Development	28
201.0	Submit Proposal to COC	1
202.0	Proposal Evaluation & Contract Prep	10
204.0	Legal Review	4
203.0	Send Contract to WRL for Signature	4
205.0	PW or CS Agenda Collection	1
206.0	City Manager Agenda Collection	5
207.0	Council Approval	1
208.0	Notice of Award	4
209.0	Notice to Proceed	4
210.0	**Schematic Design**	60
210.1	Kick-off Meeting	0.1
210.2	25% Owner Progress Meeting	10
210.3	50% Owner Progress Meeting	9
210.4	75% Owner Progress Meeting	0.1
210.5	90% Owner Progress Meeting	0.1
210.6	Print 100% SD Set	1
210.7	Submit 100% SD to CMAR & Owner	1
210.8	CMAR Estimate and Owner Review	20
210.9	Estimate and Owner comment Review Meeting	0.1
211.0	VE Session with CMAR and Owner	1
220.0	**Design Development**	59
220.1	Kick-off Meeting	0.1
220.2	25% Owner Progress Meeting	0.1
220.3	50% Owner Progress Meeting	0.1
220.4	75% Owner Progress Meeting	0.1
220.5	90% Owner Progress Meeting	0.1
220.6	Print 100% DD Set	1
220.7	Submit 100% DD to CMAR & Owner	1
220.8	CMAR Estimate and Owner Review	20
220.9	Estimate and Owner comment Review Meeting	0.1
221.0	VE Session(s) as required with CMAR and Owner	1

EXHIBIT A-4
QUALITY CONTROL PLAN

Overview: DESIGN CONSULTANT is committed to excellence in project design and delivery. This is achieved through our highly evolved project management process and a commitment by every employee to continually review, understand and improve education and communication. In the past five years, DESIGN CONSULTANT has designed $2.5 billion in construction and has experienced no claims. We attribute our success on assignments such as yours to our management approach, particularly as it relates to our internal Quality Control program. Designer's s quality control process consists of the following components:

Teamwork
We promote high levels of teamwork, the most critical ingredient of our delivery of services. CCA design team consists of dedicated discipline members that are familiar with City of Chandler standards and expectations.

Communications
Regular team meetings are held to ensure that schedules are met and the highest quality delivered. The DESIGN CONSULTANT develops a work plan that is monitored continuously. As issues and decisions needing additional investigation develop, the team works proactively for resolution. Each member of our team is actively involved in the progression and completion of the design.

Understanding of Project Requirements
At our internal kick-off meetings for the CCA Renovation Project, the scope of work is issued along with the required City of Chandler submittals per phase. The schedule is issued for review and comment. Each team member knows the submittal requirements and level of information needed for each phase of work.

Peer Review
Every project is reviewed by peers with extensive design and field experience. These reviews start at the conceptual design level and are designed to be proactive in identifying unusual project conditions and mapping out the path of the project. Reviews focus on design intent, proper background information, completeness and coordination.

At each phase, each discipline is required to provide an independent review of the project documentation to date. An experienced architect or engineer who is not directly involved with the day-to-day design will review documents for technical correctness and for coordination with other disciplines. At the next-to-last submission, another quality assurance team from our Cleveland office will review the documentation for completeness, compliance with building codes, discipline coordination and technically accuracy. Our project architect is responsible for confirming that all the components of the submittal are complete.

At every document printing intended for Owner review the Quality Control Team will:
1. Submit documents for Cost estimate.
2. Review drawings and specifications for completeness relative to phase, coordination within its own discipline and others, and issue comments to the Project Director. In addition to A/E review, the work of all consultants, interiors and specifications will be included.
3. The Project Director will incorporate the comments before proceeding to the next phase.
4. A comparison of the Cost estimate and the program will be made and reconciled to the Owner and Architect's satisfaction before proceeding to the next phase.

Reviews are conducted at every printing, starting with Conceptual Design and continue through Contract Administration. Experienced personnel who are not part of the design team will look at every phase and make constructive comments.

The objectives of the Quality Control process are:

1. Reduce exposure for the Owner and Architect to unnecessary risk.
2. Avoid excessive change orders.
3. Maximize the benefits of integrated design.
4. Smoother start-up and turnover at project closeout.
5. Maximize favorable bidding through clear construction documents.

It is the philosophy of Westlake Reed Leskosky, the Designers that all parties benefit from an effective Quality Control Program.

Consultant Coordination:

Regular team meetings will be instituted and will have the following agenda:

- Review Schedule and Milestones
  - Two week look ahead
  - Owner Review Deadlines
  - Agency Reviews/Submittals/Coordination

- Review Scope Requirements at each Phase
- Review Status of Documentation and Submittal Requirements
- Coordination Issues
- Specifications
- LEED/Sustainability
- Follow up Task assignments
- New Business

Building Materials and Systems Selection Process:

All materials and systems will be evaluated for:

- Energy Efficiency
- Sustainability
- Performance
- Availability –Local if possible
- Coordination/compatibility with other materials and systems
- Life Cycle Costs
- Ease of installation
- Potential effects on ongoing operations

Specifications: Specifications will be developed under the leadership of the Project Manager and the Lead Designer Specification Writer. Formatting, Headers and Footers will be established at the outset and strictly adhered to. A table of contents will be developed in the SD phase, updated at each phase and distributed to the entire team. Specifications will be an agenda item at each regular team meeting for coordination and scope.

How DESIGN CONSULTANT will ensure that modeling will accurately represent scale and definition: N/A. No modeling in this contract scope of work.

Plan Check Comments: Comments provided to the Design Team following plan check will be distributed to all team members for review incorporation. Written comments will be responded to item-by-item and referenced to the appropriate drawing or specification. All changes will be clouded and a delta, with the appropriate designation shown. All comments will be identified on plans and tracked using MS Excel spreadsheet throughout each phase of submittal.

Use Comments: User comments will be noted in meeting minutes if verbal and both written and verbal comments will be put into an EXCEL spreadsheet. Responses, noting the appropriate drawing number or specification reference will also be included on the EXCEL spreadsheet. At intermediate reviews, previous comments will be reviewed and the response described through drawings or notes. 100% phase comments will be noted and incorporated into the next phase documents.

How FFE will be accommodated: FFE was not described in our scope meetings with the users and is not a part of our scope of work. Our intent will be to show typical layouts for office, conference rooms, etc. as needed.

Management Plan: Staff and Consultants will be managed through open communications, distribution of all meeting notes, sketches and drawings on a regular and timely basis as noted in overview. Staff and Consultants will attend Owner/User meetings and presentations as needed and as determined by the Project Manager. Specific Team roles are included in our Fee Proposal Letter.

EXHIBIT B

FEE SCHEDULE - NOT TO EXCEED – HOURLY RATE

PROJECT TITLE: **Chandler Center for the Arts Renovation Phase I**
PROJECT NO.**CS0802-201**
Chandler, AZ.

For services described in paragraph 3 of this Agreement, the CITY shall pay DESIGN CONSULTANT a fee not to exceed the sum of Three Hundred Eight Thousand Five Hundred Seventy One dollars ($308,571) 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 based on the hourly rates and expense costs shown on the fee schedule attached as Exhibit B-1 and will be made in accordance with the estimated payment schedule attached as Exhibit B-2 which is based on the production schedule shown on Exhibit A-3. If the production schedule is amended, Exhibit B-2 shall also be modified to be consistent with Exhibit A-3.

2. The not to exceed fee listed above is the total authorized fee and includes "reimbursables".

3. Payment will be made monthly on the basis of time and costs expended as reported in progress reports and deliverables. Work schedule updates will be included in the monthly progress payment requests.

4. An application and certification for payment must be provided by Design Consultant. Such application must provide a clear, detailed invoice reflecting all items billed for. The summary sheet will show, in addition to hours, rates and costs, the percentage of work completed to date, previous payment invoiced/received and current fee requested.

5. Such application shall also Include any/all backup documentation (i.e.: receipts, invoices, logs, etc) supporting reimbursable expenses and consultant fees.

EXHIBIT B-1
DESIGN TEAM HOURLY RATES AND OTHER CHARGES

Principal	Project Dir.	Project Manager/Architect	Theatre Specialist	Acoustics
$202.20	$143.79	$130.31	$152.78	$143.79
Electrical Designer	Specifications	Interiors	Interns	Admin.
$103.35	$134.80	$134.80	$89.87	$58.41
Mechanical Engineer	Mechanical Designer	Electrical Engineer	Structural	
$152.78	$103.35	$152.78	$149.72	

	% total	
Schematic Design	15%	$142,218
Design Development	20%	$123,223
Construction Documents	0%	In Phase 2
Bid	0%	In Phase 2
Construction Administration	0%	In Phase 2
Design Total:	35%	$265,441
Reimbursables	$43,130	
P1 Grand Total	$308,571	

EXHIBIT B-2
ESTIMATED PAYMENT SCHEDULE

Task ID	Task Name	Duration Days	Fee % per Phase	% of Phase Fee	% of Total Fee
200.0	Contract Development	15			0%
201.0	Submit Proposal to COC	1			0%
202.0	Proposal Evaluation & Contract Prep	10			0%
204.0	Legal Review	5			0%
203.0	Send Contract to WRL for Signature	4			0%
205.0	PW or CS Agenda Collection	1			0%
206.0	City Manager Agenda Collection	5			0%
207.0	Council Approval	1			0%
208.0	Notice of Award	1			0%
209.0	Notice to Proceed	5			0%
210.0	**Schematic Design**	**60**	**15%**	**100%**	**15%**
210.1	Kick-off Meeting	1		0%	0%
210.2	25% Owner Progress Meeting	1		25%	4%
210.3	50% Owner Progress Meeting	1		25%	4%
210.4	75% Owner Progress Meeting	1		25%	4%
210.5	90% Owner Progress Meeting	1		10%	2%
210.6	Print 100% SD Set	1		0%	0%
210.7	Submit 100% SD to CMAR & Owner	1		5%	1%
210.8	CMAR Estimate and Owner Review	20		0%	0%
210.9	Estimate and Owner comment Review Meeting	1		0%	0%
211.0	VE Session with CMAR and Owner	1		5%	1%
211.1	NTP to DD Phase	1		5%	1%
220.0	**Design Development**	**60**	**20%**	**100%**	**20%**
220.1	Kick-off Meeting	1		0%	0%
220.2	25% Owner Progress Meeting	1		25%	5%
220.3	50% Owner Progress Meeting	1		25%	5%
220.4	75% Owner Progress Meeting	1		25%	5%
220.5	90% Owner Progress Meeting	1		10%	2%
220.6	Print 100% DD Set	1		0%	0%
220.7	Submit 100% DD to CMAR & Owner	1		5%	1%
220.8	CMAR Estimate and Owner Review	20		0%	0%
220.9	Estimate and Owner comment Review Meeting	1		0%	0%
221.0	VE Session(s) as required with CMAR and Owner	5		5%	1%
221.1	NTP to CD Phase	1		5%	1%