



PROFESSIONAL SERVICES AGREEMENT

Design Services

FIRE STATION #282 RECONSTRUCTION

Project No. FI2001.201

Council Date: April 22, 2021 Item No.

THIS AGREEMENT ("Agreement") is made and entered into on the ____ day of _____, 2021 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **HDA Architects, LLC**, an Arizona limited liability company, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Design Services for **FIRE STATION #282 RECONSTRUCTION** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Consultant agree as follows:

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **300** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **\$559,279** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

As part of Consultant's services under this Agreement, City will provide furnished items, services, or obligations as detailed in **Exhibit "D"**.

SECTION V--GENERAL CONDITIONS

5.1 Notices. Unless otherwise provided herein, demands under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	City of Chandler Public Works & Utilities Department Attn: CIP City Engineer P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3343 Email: andrew.goh@chandleraz.gov
With a Copy to:	Project Manager City of Chandler Public Works & Utilities Department P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
To Consultant:	HDA Architects, LLC 459 N. Gilbert Rd., Ste. C-200, Gilbert AZ 85234-4737 Statutory Agent Name: n/a Statutory Agent Physical Address: n/a Statutory Agent Mailing Address: n/a Consultant's Authorized Project Representative: Name: Bruce R. Scott, RA Title: Principal Physical Address: 459 N. Gilbert Rd., Ste. C-200, Gilbert AZ 85234-4737 Mailing Address: same as above Phone: 480-980-0977 Email: bruces@hd-architects.com

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final contract payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its contracts with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the accuracy of all cost and pricing data. City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from

Consultant following final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

5.3 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by City. However, before any modified work is started, a written amendment must be approved and executed by City and Consultant. Such amendment must not be effective until approved by City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to Consultant may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra services or materials furnished by Consultant will be allowed by City except as provided herein, nor must Consultant do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by Consultant without prior written authorization will be at Consultant's own risk, cost, and expense, and Consultant hereby agrees that without written authorization Consultant will make no claim for compensation for such work or materials furnished.

5.4 Termination. City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section III of this Agreement, and as mutually agreed upon by Consultant and City. If there is no mutual agreement on payment, the final determination will be made in accordance with the "Disputes" provision in this Agreement. However, in no event may the fee exceed the fee set forth in Section III of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.5 Indemnification. To the extent permitted by law, the Consultant ("Indemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("Indemnitee") from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Consultant must procure insurance under the terms and conditions and for the amounts of coverage set forth in **Exhibit "C"** against claims that may arise from or relate to performance of the work under this Agreement by Consultant and its agents, representatives, employees, and subconsultants. Consultant and any subconsultant must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits stated in **Exhibit "C"** are sufficient to protect Consultant from liabilities that might arise out of the performance of the work under this Agreement by Consultant, Consultant's agents, representatives, employees, or subconsultants. Consultant is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. Consultant agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.8 Successors and Assigns. City and Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Consultant may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and City.

5.9 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Consultant and City, the final determination at the administrative level will be made by City Engineer.

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for

the completeness and accuracy of Consultant's services, data, and other work prepared or compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

5.11 Reporting. Written monthly reports, along with updated work schedules, will be made by Consultant in the format prescribed by City. These reports will be delivered to City per schedule. When requested by City, Consultant will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Consultant. For this Agreement Consultant constitutes an independent contractor. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of accomplishing the work or to exercise a measure of control over the work means that Consultant must follow the wishes of City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, Consultant must submit to City detailed resumes of key personnel that will be involved in performing services prescribed in the Agreement. City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that Consultant desires to change key personnel while performing under the Agreement, Consultant must submit the qualifications of the new personnel to City for prior approval. Key personnel include, but are not limited to, principals-in-charge, project manager, and project Consultant. Consultant will maintain an adequate and competent staff of qualified persons, as may be determined by City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If City objects, with reasonable cause, to any of Consultant's staff, Consultant must take prompt corrective action acceptable to City and, if required, remove such personnel from the Project and replace with new personnel agreed to by City.

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding a contract to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees Consultant and each subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Consultant's or subconsultant's employee who provides services under this Agreement to ensure that Consultant and subconsultants comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. 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 Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may 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.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof

must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section, of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other contract with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City

sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by Consultant must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or

circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in **Exhibit "A"**, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to Consultant, which are identified by City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Consultant secondary distribution, disclosure, copying, or duplication in any manner is prohibited without City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E - Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set

forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Consultant, subconsultants or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Consultant (including, but not limited to, all parts and labor) at Consultant's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to City on or before City's final acceptance of Consultant's services under this Agreement.

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

5.43 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

SIGNATURE PAGE TO FOLLOW

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE



HDA ARCHITECTS, LLC

BRUCE R. SCOTT, RA
MANAGING MEMBER

March 15, 2021

Ms. Kimberly Moon, P.E.
Assistant CIP City Engineer
City of Chandler
Mail Stop 407
P.O. Box 4008
Chandler, Arizona 85244

PROJECT: FIRE STATION NO. 282 RECONSTRUCTION
City of Chandler(COC)
Project No. FI2001.201

SUBJECT: Architectural and Engineering Design Fee Proposal

Dear Kim:

HDA Architects is pleased offer this fee proposal to provide architectural and engineering design services for the Chandler Fire Station 282 Reconstruction project. We understand the project is located at 1911 N. Alma School Rd. and includes designing a new larger fire station at the existing site to enhance services in this area of Chandler.

HDA's scope of work will include architectural design, structural engineering, mechanical engineering, electrical engineering, on-site civil engineering, and landscape design. Additionally, our scope and fee include topographic surveying and geotechnical surveying. This proposal is prepared in accordance with our understanding of the project as described in the initial RFQ dated October 30, 2020 as well as our scoping meeting on February 23, 2021 and the City of Chandler Professional Services Agreement dated October 16, 2020.

The following information summarizes our understanding of the fire station project:

GENERAL

- The existing fire station is to remain operational during construction.
- HDA will as-built the existing fire station and site to help determine demo and phasing requirements in order to maintain operations. Phasing provisions for emergency, power connectivity, fire alarm and protection will be provided.



HDA ARCHITECTS, LLC

BRUCE R. SCOTT, RA
MANAGING MEMBER

Ms. Kimberly Moon, P.E.
Fee Proposal
March 15, 2021
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SITE IMPROVEMENTS

- Site area of work generally includes improvements to the current site and possibly utilizing a portion of the retention basin to the south depending on design direction.
- It is our understanding offsite street improvements are already complete. Our fee will include curb cuts as required for driveways.
- It is our understanding the COC would like to reuse the existing traffic signal if this meets operational and functional requirements.

BUILDING

- Approximately 13,000 s.f. four bay, single-story fire station with dorm rooms, dayroom, dining room, kitchen, individual toilet/shower rooms, and other normal support spaces per the RFQ. A two-story station may be considered if needed to meet operational, functional, and budget goals of the project.

Services not set forth above are specifically excluded from the scope of HDA's services. HDA assumes no responsibility to perform any services not specifically listed above. Several services **not included** in this proposal are as follows:

- Offsite design and Civil engineering.
- Security system and device design.
- LEED Certification.
- Fire protection design. HDA will provide performance specifications. Contractor will provide design/shop drawings for agency approval.
- Fire alarm system design. HDA will provide performance specifications. Contractor will provide design shop drawings for agency approval.
- Photovoltaic and/or solar water heating design.
- Communication fiber design to the site.
- FF&E Design.
- Bid Set reproduction costs.
- Paying for Regulatory Agency review and/or Permit fees.
- Detailed cost estimating. HDA will provide rough order of magnitude opinion of probable construction cost as part of our conceptual design efforts. HDA will provide detail review of cost estimates produced by the general contractor (CMAR) at various phases.
- Traffic signal design.
- Traffic Studies.
- Record Drawing documentation. HDA's scope includes transferring record drawing documentation provided by the contractor into ACAD format.
- 3D Renderings and/or animations



HDA ARCHITECTS, LLC

BRUCE R. SCOTT, RA
MANAGING MEMBER

Ms. Kimberly Moon, P.E.
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PROPOSED FEES

Our proposed lump sum fee for the project is as follows:

Basic Design Services – These services are considered normal and customary architectural, structural, mechanical, electrical, onsite civil and landscape design.

○ HDA Architects	\$296,790.00
○ <u>Sub Consultants</u>	<u>\$222,125.00</u>
Sub-Total Basic Services	\$518,915.00

Supplemental Services – These services are not included in basic services and are considered project specific:

○ Stakeholder Meeting Allowance	\$5,000.00
○ Information Technology structured cable design	\$7,500.00
○ Energy modeling	\$3,500.00
○ Utility Rebates	\$1,000.00
○ Topographic Survey	\$9,362.00
○ Lot line adjustment, legal descriptions and exhibits	\$1,570.00
○ Drainage investigation and reports	\$4,464.00
○ Civil cost estimates and value engineering	\$2,968.00
○ Geotechnical Survey (allowance)	\$5,000.00
Sub-total Supplemental Services	\$40,364.00

Attached for your review and additional information is a hourly fee breakdown spreadsheet for HDA and including total fees from our engineering consultants.



HDA ARCHITECTS, LLC

BRUCE R. SCOTT, RA
MANAGING MEMBER

Ms. Kimberly Moon, P.E.
Fee Proposal
March 15, 2021
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HDA looks forward to working with the entire City of Chandler team on this very exciting project. Please advise HDA Architects of any items you feel can be eliminated or should be added to this proposal. Feel free to contact me with any questions.

Sincerely,
HDA ARCHITECTS, LLC

A handwritten signature in blue ink, appearing to read 'Bruce Scott', written over a light blue horizontal line.

Bruce Scott
Principal

BS/sh

Attachments

EXHIBIT "A"

SCOPE OF SERVICES/SCHEDULE

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

- 1.1 Consultant will provide services for the design, permitting, development of construction documents, and specified construction administration for the development of a new fire station 282 located at 1911 N. Alma School Rd., Chandler, Arizona, all as more specifically described herein below.
- 1.2 The facility design may include, but not be limited to, reconstruction to replace the existing fire station on the existing site with a new single-story, expanded and upgraded fire station with 4 apparatus bays, 13 individual dorm rooms, 5 individual bathrooms, living quarters, exercise rooms, transition area, turnout area, decontamination room, workshop, and a public entrance with adjacent restroom. The exterior improvements may include: increasing the number of public and personnel parking spaces, exterior break area, storm water retention, landscaping, connection to city fiber, relocation of generator and fuel dispensing.
- 1.3 Consultant will provide all design services for the Project including, but not limited to, normal architectural, landscape, civil, mechanical, structural and electrical engineering services.
- 1.4 Consultant will include phasing/demo plans for the existing station and site as required.
- 1.5 Consultant will include provisions for IT, low voltage structured cabling, data room/racks, wireless access points through coordination with Chandler IT.

2. ASSIGNMENT:

- 2.1 The design contract has been awarded to an architect based on their proposed personnel and specified consultants. Any deviations or substitutions of these team members must be pre-approved in writing by City. Those persons listed in Exhibit B will perform those portions of the work listed therein.

3. PROJECT SCHEDULE:

- 3.1 Consultant must perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference.

- 3.2 Consultant must adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of City. Consultant must 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. Consultant must take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist Consultant.

4. PRELIMINARY RESEARCH:

- 4.1 As and for preliminary research before preparing the project design, Consultant will:
- a. Perform a Document Search for utility as-builts.
 - b. Perform a Document search for rights-of-way.
 - c. Perform a Document search for survey ties and benchmarks.
 - d. Perform a Document search for City policies, regulations, standards, design manuals, and requirements, etc. relevant to project.
 - e. Research and/or obtain geotechnical reports and investigations, master plans, computer model data and field surveys.
 - f. Research all utility companies/agencies and acquire all available as-built and utility records.
 - g. Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by City.
 - h. Consultant must provide a survey of the project area that includes complete topographical and property data of the immediate site. Design must 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. Include larger boundary area to include fire station 282 parcel, City alley east of fire station, school driveway to the north, full width street section of Alma School Rd. and City drainage parcel to the south.
 - i. Research existing fire station and site to develop potential phasing plans and possible multiple GMPs.
 - j. Include provisions for up to four (4) legal descriptions, and ALTA/NSPS land title survey for fire station parcel.
 - k. Include utility potholing

5. UTILITY/AGENCY COORDINATION:

- 5.1 Coordination with utility companies and agencies must be in accordance with the latest version of the "Public Improvement Project Guide" (PIPG).
- 5.2 Consultant must identify utility conflicts during the initial stages of the design process.
- 5.3 Consultant must 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.
- 5.4 Easements for these utilities must be identified early in the design stage of the project and necessary information provided to City's Real Estate Department to allow City to complete acquisition during the design phase.
- 5.5 Engineers employed by Consultant must provide the legal descriptions for the natural gas and electrical service easements.
- 5.6 Consultant must 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.
- 5.7 Consultant must conduct utility meetings to coordinate relocations with utility/agency and establish relocation schedules.
- 5.8 Consultant must follow-up with the final design submittal for utility construction and coordination with the bid documents.
- 5.9 Consultant must incorporate the utility/agency private developer construction requirements into the bid documents.

6. GEOTECHNICAL INVESTIGATION:

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

7. PROGRAMMING:

- 7.1 Consultant must meet with City staff to ascertain the requirements of the Project and will arrive at a mutual understanding of such requirements.
- 7.2 Consultant must facilitate “sub-committee” meetings to gather pertinent information from:
 - a. City staff
 - b. Facilities
 - c. Information Technology
- 7.3 Consultant must prepare a “Program” which will include:
 - a. Complete documentation of site survey from preliminary work
 - b. Define new buildings space needs
 - c. Define new building space requirements and amenities necessary to accommodate planned activities in each space
 - d. Define site requirements
 - e. Create a matrix of spaces, sizes and amenities
- 7.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, Consultant must prepare, for approval by City, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of the Project components.

8. SCHEMATIC DESIGN (30% Document Review):

- 8.1 When the design is approximately thirty percent complete, Consultant must do the following:
 - a. Prepare a up to three (3) different single line concept drawing schemes, which depict the size and orientation of the project elements in relation to one another.
 - b. Present initial schemes to City and its representatives (to potentially include a contractor). Staff will collaborate with designers to manipulate the plans and mutually decide on the best scheme.
 - c. The final scheme must incorporate City’s comments (and potentially a contractors’ comments) and be cleaned up for reference and presentation to City Council if requested.
 - d. Prepare vertical sections across the site and through the building.
 - e. Prepare single line elevation drawing(s) and a perspective sketch of the exterior.
 - f. Complete a drainage analysis and provide solutions to mitigate the runoff.

- g. Identify all necessary offsite improvements such as: streets, utilities, irrigation, etc., and depict the scope in a schematic design plan.
- h. Submit the project to City for a Development Standards review.
- i. Submit to City's Project Manager for comment two complete drawing sets with drainage & structural calculations, one of which must be reproducible.

9. DESIGN DEVELOPMENT (60% & 80% Document Review):

- 9.1 Based on the approved Schematic Design Documents and any adjustments authorized by City in the program, schedule or construction budget, Consultant must prepare, for approval by City, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. When the design is approximately sixty percent (60%) complete and again when the design is approximately eighty percent (80%) complete, Consultant must do the following:
- a. Allow and invite the Owner's Representative to attend the regular weekly design coordination meetings.
 - b. Develop a site plan. Design must utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans.
 - c. Collaborate with City to define their requirements for building systems.
 - d. Create an outline specification.
 - e. 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.
 - f. Perform code reviews and implement requirements into the design documents.
 - g. Consultant is required to review and complete the City's Constructability Review Checklist. All applicable checklist items are required to be incorporated in the design documents.
 - h. Value Engineer the design cooperatively with the entire design team and City's representatives. This effort will occur as early as effectively possible and consist of a focused meeting addressing: relationships of components, construction materials, and building systems.
 - i. Conduct a full document set (plans & specs) review in the presence of all consultants and City's representatives and any other stakeholders.
 - j. Submit once to City's Project Manager for comment two complete drawing sets, specifications, drainage & structural calculations, one of which will be reproducible. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.

- k. 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.

10. CONSTRUCTION DOCUMENTS (98% Document Review):

- 10.1 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, Consultant must prepare, for approval by City, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. When the design is approximately ninety eight percent (98%) complete Consultant must do the following:
 - a. Prepare plans, elevations, sections, schedules, notes and specifications as required to be able to bid and construct the project in its entirety.
 - b. Cover sheet to be provided by City on diskette (AutoCAD 2004).
 - c. Provide City of Chandler with a copy of the AutoCAD/BIM files. Each building system must be "layered" so as to be able to isolate trades or engineering from architectural components or vice versa.
 - d. Conduct a full document set (plans & Specs) review in the presence of all consultants and City's representatives.
 - e. Provide document coordination of work performed by separate contractors or by City's own forces (i.e.: systems furniture or exercise equipment provisions & installation, etc.).
 - f. Prepare bid alternates as necessary to assure budget can be met.
 - g. Submit to City's Project Manager for comment two complete drawing sets, specifications, drainage & structural calculations, one of which will be reproducible. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.

11. BID & AWARD (100% Documents):

- 11.1 Submit bid documents to Development Services for building permit. All plans, calculations and specifications will be stamped. The specifications will be 8-1/2" x 11" and in electronic format on diskette in Microsoft Word 98. Plans will be black line prints as well as on diskette Auto CAD release 14 or R2000. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.
- 11.2 Pick-up plan review final comments and prepare documents for reproduction. Provide City with pdf's and/or electronic files. City will have the bid sets reproduced from these pdf's or electronic files.
- 11.3 Assist City in the preparation of the Bid Form.

- 11.4 Attend and participate at the pre-bid conference for the purpose of answering technical questions from potential bidders.
- 11.5 Assist City in the evaluation of "substitutions and or-equals" and make a recommendation to accept or decline.
- 11.6 Prepare addenda for review and approval by City. City will distribute.
- 11.7 If bids are 10% over or under the "engineers estimate", Consultant will be required to provide a detailed evaluation explaining differences. Then the documents will be modified and re-bid at no additional cost to City.

EXHIBIT "B"
COMPENSATION AND FEES

EXHIBIT B
DESIGN CONSULTANT MANHOURS AND FEE ESTIMATE BREAKDOWN



PROJECT TITLE: **Fire Station No. 282 Reconstruction - Proj. No. FI2001.201**
 HDA ARCHITECTS

		Total Labor Cost Per Task
Hourly Billing Rates		
Task 1 - Pre Design		
1.1	Kick off meeting	\$584
1.2	Field verification and record findings (includes review of existing station)	\$3,096
1.3	Coordinate topographic survey	\$120
1.4	Coordinate consultants	\$960
1.5	Review as-builts	\$600
1.6	Geotechnical Survey	\$120
1.7	Programming Meetings	\$4,340
1.8	Conceptual designs - Potential phasing, station layouts, etc.	\$9,155
	Subtotal - Task 1 (Pre Design)	\$18,975
Task 2 - Schematic Design		
2.1	Prepare design documents	\$36,699
2.2	Coordinate consultants	\$1,288
2.3	Owner meeting	\$1,752
2.4	Revisions	\$1,910
2.5	Outline Specs	\$1,124
	Subtotal - Task 2 (Schematic Design)	\$42,773
Task 3 - Design Development		
3.1	Prepare design documents	\$80,296
3.2	Coordiante consultants	\$2,028
3.3	Owner meeting	\$1,752
3.4	Revisions	\$2,580
3.5	Coordinate Specs	\$1,432
	Subtotal - Task 3 (Design Development)	\$88,088
Task 4 - Construction Documents		
4.1	Interim (30%) drawings	\$42,058
4.2	Interim (90%) drawings	\$82,568
4.3	Final (100%) Contract Documents	\$6,888
4.4	Meet with Owner (3)	\$1,752
4.5	Submit drawings for plan review	\$1,720
4.6	Coordinate consultants	\$1,720
4.7	Permit correction response	\$4,388
4.8	Coordinate Specs	\$2,416
	Subtotal - Task 4 (Construction Documents)	\$143,510
Task5 - Bidding		
5.1	Attend Pre-bid conference	\$584
5.2	Bid services/RFI's	\$2,860
	Subtotal - Task 5 (Bidding)	\$3,444
	Sub-Total HDA Architects	\$296,790
Sub-Consultants		
A	MBJ - Structural Engineer	\$39,000
B	Sunrise - Civil Engineering	\$96,575
C	Kraemer Consulting Engineers - Mechanical, Electrical and Fire Protection	\$75,550
D	GK Flanagan - Landscape Architecture	\$6,000
E	John Campbell - Specifications	\$5,000
	Sub-Total Sub Consultants	\$222,125
	TOTAL DESIGN TEAM FEE	\$518,915
Allowances		
	Extra Sakeholder Meetings - Based on staff position hourly rates	\$5,000
	Geotechnical Survey	\$5,000



GK Flanagan Associates
4626 N 44th Street
Phoenix, AZ
85018
P 602.912.9691
F 602.912.9693
www.GKFlanagan.com

March 10, 2021

HDA Architects
Bruce Scott
459 W. Gilbert, C-200
Gilbert, AZ 85234

PROJECT: Chandler Fire Station 282, Chandler, Arizona

PROPOSAL FOR PROFESSIONAL SERVICES
LANDSCAPE ARCHITECTURE

Services to be rendered:

<u>Schematic Design (30% Set)</u>	<u>\$ 1,375.00</u>
Site Analysis / Site Investigation	
Inventory of Existing Plant Material	
Conceptual Planting Plan	
Meetings (1 Qty)	
<u>Design Development (60% Set, 80% Set)</u>	<u>\$ 2,450.00</u>
Conceptual Planting Plan	
Color Rendered Planting Plan (1 Qty)	
Existing Irrigation Coordination / Demo Plan	
Cost Estimate Review	
Meetings (1 Qty)	
<u>Construction Document Package (90% Set, 100% Set)</u>	<u>\$ 2,175.00</u>
Landscape Cover / Notes	
Planting Plan/Working Drawing	
Irrigation Plan/Working Drawing	
Existing Irrigation Coordination / Demo Plan	
Planting and Irrigation Details	
Cost Estimate Review	
Meetings (2 Qty)	
<u>Construction Administration (If Required)</u>	<u>\$ 1,000.00 N.T.E.</u>
Punchlists (2 Qty)	
Meetings	
Tree Tagging	
FEE:	
\$ 1,375.00 SD	
\$ 2,450.00 DR	
<u>\$ 2,175.00 CD's</u>	
\$ 6,000.00 Total	
\$ 1,000.00 CA Not to Exceed (If Required)	

Services not included in fee:

- Any design services outside the scope of services specifically outlined above will be additional services.
- Any revised landscape drawings due to a revised site plan, or other changes requested by the client, owner, architect or engineer will be considered additional services.

Should this agreement meet with your approval, please retain the original for your records, and sign and return a copy to GK Flanagan Associates, Inc for our files. We look forward to working with you on this project. Every effort will be made to warrant your satisfaction.

Thank you for the opportunity,



Gregory K. Flanagan, RLA, ASLA
Principal
G.K. FLANAGAN ASSOCIATES, INC

PROJECT: **Chandler Fire Station 282, Chandler, Arizona**

AMOUNT: **\$ 1,375.00 SD**
\$ 2,450.00 DR
\$ 2,175.00 CD's
\$ 6,000.00 Total

\$ 1,000.00 CA Not to Exceed (If Required)

ACCEPTED: _____

BY: _____

TITLE/COMPANY: _____

DATE: _____



Principals

Michael J. Kraemer, P.E.
 Richard D. Redmond, P.E.
 Troy P. Wurth
 Jason M. Bush, P.E.
 James M. Jones, Jr., P.E.

Kraemer Consulting Engineers, P.L.L.C.

Mechanical and Electrical Engineers

EXHIBIT "B-1" Lump Sum Cost Per Task

<u>TASK DESCRIPTION</u>		<u>SUBTOTAL</u>
Task 1.0 Project Description & Scope of Construction		
Task 2.0 Assignment		
Task 3.0 Project Schedule		\$ -
3.1	Production Schedule	\$ -
Task 4.0 Quality Control		\$ -
4.1	Quality Control Plan	\$ -
Task 5.0 Preliminary Research		\$ 4,000.00
5.1	Perform Document Search and Research	\$ -
5.2	Investigate Existing Conditions	\$ 3,250.00
5.3	Flow Test	\$ 750.00
Task 6.0 Utility/Agency Coordination		\$ 500.00
6.1	Coordination with Utilities (PIPG)	\$ 500.00
6.2	Identify Utility Conflicts	\$ -
6.3	Coordination Design of Utilities	\$ -
Task 7.0 Geotechnical Investigation		\$ -
7.1	Soil and Pavement Borings	\$ -
Task 8.0 Programming & Schematic Design (30%)		\$ -
8.1	Site Investigation & Information Gathering	\$ -
8.2	Prepare CAD Base Plans	\$ -
8.3	Prepare 30% SD & ROM Cost Estimate	\$ -
8.4	CofC Review/Meeting/Site Visit	\$ -
Task 10.0 Design Development (60% & 80%)		\$ 42,630.00
10.1	Prepare 60% CAD Base Plans	\$ -
10.2	Coordinate Preliminary MP&E Engineering	\$ -
10.3	Prepare 60% Plans & Outline Specs	\$ 42,630.00
10.4	Coordinate 60% Cost Estimate	\$ -
10.5	60% CofC Review/Meeting/Site Visit	\$ -
Task 11.0 Construction Documents (90% & 100%)		\$ 28,420.00
11.1	Prepare 90% CAD Base Drwgs	\$ -
11.2	Coordinate MP&E Engineering	\$ -
11.3	Prepare 90% Plans & Draft Tech Specs	\$ 21,315.00
11.4	Coordinate 90% Cost Estimate	\$ -
11.5	90% CofC Review/Meeting/Site Visit	\$ -
11.6	Coordinate 100% MP&E Engineering	\$ -
11.7	Prepare 100% Plans & Final Tech Specs	\$ 7,105.00
11.8	100% Deliverables, Plan Review & Permit	\$ -
11.9	100% Engineer's Cost Estimate	\$ -
Task 12.0 Contractor Coordination / Bidding		\$ -
12.1	Coordinate & Issue Bid Documents	\$ -
12.2	RFIs / Substitution Requests	\$ -
12.3	Issue Addenda as required	\$ -
ALLOWANCES		\$ -
13.1	Allowance for Printing Expenses at Direct Cost	\$ -
13.2	Allowance for Cost Estimating Services	\$ -
13.3	Owner's Allowance	\$ -
TOTAL COST:		\$ 75,550.00

SHORT FORM AGREEMENT FOR STRUCTURAL ENGINEERING SERVICES

DATE: March 12, 2021

PROJECT NUMBER: P21.xxx.0

PROJECT DESCRIPTION: Chandler Fire Station 282

CLIENT: HDA Architects

ATTN: Bruce Scott

ADDRESS: 459 N. Gilbert Rd., Suite C-200 | Gilbert, AZ 85234

TEL: 480-539-8800

Email: Bruces@hd-architects.com

THE CLIENT AUTHORIZES MEYER, BORGMAN AND JOHNSON, INC. TO:

☒ Proceed with new work effort ☐ Proceed with Additional Services

Scope of Service:

Provide structural engineering services for the Chandler Fire Station 282 located at 1911 N. Alma School Road, in Chandler, AZ. The location of the new fire station facility will be constructed adjacent to the existing station constructed in 1986.

The scope of this project includes a single story, 4-bay fire station with 13 individual dorm rooms, 5 individual bathrooms, exercise room, Dining, Kitchen and public entrance with adjacent restroom totaling roughly 13,000 sf. Exterior bearing walls are expected to be masonry supporting wood framing on the living quarters and exposed reinforced masonry construction supporting steel beams over the apparatus bays. There are expected to be 2 wood framed covered patios, including the main entry.

Our scope of services includes the following:

1. Structural drawings for permit and construction in two phases.
2. All documents will be prepared using Revit Structure 2021.
3. Structural calculations as required for permit submittal.
4. Edit structural sections of the architect's specifications in MS Word format.
5. Meetings during design (3 included).

Assumptions / Exclusions:

- The assumed foundation system is concrete spread footings. This foundation system and bearing pressure will be verified by the geotechnical engineer under contract with the HDA.
- The existing fire station will be demolished. We have included for phased demolition so a portion of the existing station (Apparatus Bays) can remain operational while new station is under construction.
- Strengthening of the existing structure to allow for phased demolition is not included but may be provided as an additional service if required.
- Cost estimates during design will be provided by a cost consultant and/or CMAR contractor.

- Reimbursable expenses for copies, prints, courier, etc. will be reimbursed at 1.1 times our cost. Local travel expenses for meetings, etc., are not reimbursable.

Our fee for this project is a lump sum fee divided into phases as noted below, and invoiced monthly. Authorized additional services will be charged at our published hourly rates as noted below unless alternate terms are authorized in writing prior.

Agreement incorporates and references the terms and conditions per the Consultant Agreement.

Compensation (invoiced monthly based on percentage of completion):

Schematic Design	\$ 5,850.00
Design Development	\$ 13,650.00
<u>Construction Documents:</u>	<u>\$ 19,500.00</u>
Total:	\$ 39,000.00
Reimbursable Expenses shall be invoiced at 1.1 our costs	
Estimated maximum Reimbursable Expenses:	\$ 200.00

MBJ Standard Hourly Rates 2021

Principal Engineer IV	\$230.00
Principal Engineer III	\$200.00
Principal Engineer II	\$185.00
Principal Engineer I	\$175.00
Engineer V	\$170.00
Engineer IV	\$155.00
Engineer III	\$135.00
Engineer II	\$115.00
Engineer I	\$100.00
BIM Specialist IV	\$135.00
BIM Specialist III	\$125.00
BIM Specialist II	\$105.00
BIM Specialist I	\$ 90.00
Office I	\$ 70.00

Hourly rates are adjusted periodically but will not exceed 10% annually.

MEYER BORGMAN JOHNSON

APPROVED BY CLIENT:

SIGNED: 

SIGNED: _____

BY: Kurt F. Kindermann, PE, SE

BY: _____

TITLE: Managing Principal

TITLE: _____

DATE: March 12, 2021

DATE: _____



EXHIBIT B

Man-hour Estimate/Summary of Costs

Chandler FS 282 Reconstruction

COC Task	Work Task Description	Engineer V	Engineer (E.I.T.) II	Engineering Tech IV	CAD Technician IV	Admin III	Principal Surveyor	Registered Surveyor	Survey Crew Chief	Survey CAD Tech	Direct Costs	(hours)	(\$)
	Surveying												
5.0	ALTA / NSPS Survey						4	8		24		36	\$4,660
5.0	Boundary Survey, Topo Survey, Base Mapping						4	12	36	60		112	\$14,228
5.0	Legal Descriptions and Exhibits (4 max)						2	4		16		22	\$2,770
												Subtotal	\$21,658
	Engineering Design and Construction Plans												
5.0	Preliminary Research and Data Acquisition	4	8		4	8						24	\$2,600
6.0	Utility Investigation and Coordination	4		24		8						36	\$4,452
6.0	Potholing Allowance (anticipate 5-10 locations)										\$4,500	0	\$4,500
8.0	Programming and Schematic Design (30%)	10	6	24	40							80	\$10,164
10.0	Drainage Investigation and Report	8	16	8								32	\$4,464
10.0	Erosion and Sediment Control Plan	1	2	8								11	\$1,503
10.0	Design Development (60% and 80%)	30	16	88	80							214	\$28,054
11.0	Construction Documents (90% and 100%)	16	6	24	60							106	\$13,454
12.0	Contractor Coordination / Bidding	2		8	12							22	\$2,758
13.0	Allowances	6	2	12								20	\$2,968
												Subtotal	\$74,917
Sub-total Hours/Miles/Days		81	56	196	196	16	10	24	36	100	4500	715	\$96,575
Hourly Billing Rate		\$185.00	\$119.00	\$135.00	\$109.00	\$59.00	\$185.00	\$160.00	\$138.00	\$110.00			
Total Dollars		\$14,985	\$6,664	\$26,460	\$21,364	\$944	\$1,850	\$3,840	\$4,968	\$11,000	\$4,500	SUBTOTAL	\$96,575
												GRAND TOTAL	\$96,575

EXHIBIT "C"

INSURANCE REQUIREMENTS

1. General.

- 1.1 At the same time as execution of this Agreement, Consultant must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.
- 1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- 1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- 1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.
- 1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- 1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written contract with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

- 2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability

insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

2.2 *Commercial General Liability-Occurrence Form.* Consultant must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.3 *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* Consultant must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Consultant owned, hired, and non-owned vehicles assigned to or used in the performance of Consultant's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.4 *Workers Compensation and Employers Liability Insurance:* Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

3. Additional Policy Provisions Required.

3.1 *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by City. If not approved, City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to City, its officers, officials, agents, employees, and volunteers.

3.1.1. Consultant's insurance must contain broad form contractual liability coverage.

3.1.2. Consultant's insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by Consultant and must not contribute to it.

3.1.3. Consultant's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- 3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City.
- 3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
- 3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Contract/Agreement.*

- 3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.
- 3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

3.3 *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

- 3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant including City's general supervision of Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.

- 3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

Connection of Existing Fire Protection System. Consultant must provide City of Chandler Fire Marshall a copy of the 30% and 90% design documents for review. The cover letter to the Fire Marshall must request a review for all building fire protection connections to existing, new, or replaced water lines. When water lines of any size are included in the scope of work Consultant is responsible for obtaining information on all existing fire protection systems which could potentially be connected to the water line in the scope of work, and is responsible for the connection, reconnection, and identification of the fire protection system.