



PROFESSIONAL SERVICES AGREEMENT

Design Services

TUMBLEWEED RECREATION CENTER EXPANSION MULTI-GENERATIONAL FACILITY

Project No. PR2201.201

Council Date: May 26, 2022 Item No.

THIS AGREEMENT ("Agreement") is made and entered into on the ____ day of _____, 2022 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Barker Rinker Seacat Architecture**, a Colorado corporation, ("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 **TUMBLEWEED RECREATION CENTER EXPANSION MULTI-GENERATIONAL FACILITY** 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 **483** 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 **\$1,056,370** 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: Acting CIP City Engineer P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3349 Email: kimberly.moon@chandleraz.gov
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Project Manager P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
To Consultant:	LEGAL COMPANY NAME: Barker Rinker Seacat Architecture Mailing Address: 3457 Ringsby Ct., Ste.200 Denver CO 80216 Statutory Agent Name: Corporation Service Company Statutory Agent Mailing Address: 8825 N 23rd Ave #100 Phoenix AZ 85021 CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE: Name: Craig Bouck Title: Partner Phone: 303-455-1366 Email: craigbouck@brsarch.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 Indemnatee from and against any and all Claims, except those arising solely from Indemnatee'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 Indemnatee 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 Agreement 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

This Agreement will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

Kimberly Moon, P.E.
Acting CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Seal

"CONSULTANT"

Barker Rinker Seacat Architecture

Craig Bouck

04/26/2022

Signature

Date

Craig Bouck

Print Name

Partner / Principal

Title

craigbouck@brsarch.com

Signer Email Address

Digitally signed by Craig Bouck
DN: cn=CRAIG E-craigbouck@brsarch.com, o=Barker
Rinker Seacat Architecture, cn=Craig Bouck
Location: Denver
Reason: I am approving this document
Contact Info: Craig Bouck craigbouck@brsarch.com
Date: 2022.04.26 15:54:01 -06'00'

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

Tumbleweed Recreation Center Expansion

EXHIBIT "A-1" **SCOPE OF SERVICES/SCHEDULE**

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

- 1.1 The consultant will provide services for the design, permitting, and development of construction documents for an approximate 21,000 SF expansion to the existing 62,000 SF Tumbleweed Recreation Center facility, located at 745 E Germann Rd, Chandler, Arizona, all as more specifically described below.
- 1.2 The facility design may include, but not be limited to, the addition of new senior focus facilities in support of senior and multi-generational programming as well as a gymnasium addition to the existing center. It is anticipated that a new senior center entry will be provided as part of this project as well as necessary support spaces. The exterior improvements are anticipated to include a new pedestrian area, additional parking, rework of the existing, adjacent retention basin, and the relocation of current bocci ball courts and an outdoor sand volleyball court. There will also be work at other areas affected by this project immediately adjacent to the new addition as well as where it will tie into the existing building to create a cohesive facility.
- 1.3 The project construction, furnishing, and equipping budget as well as all contingencies, is \$10.6 Million to be confirmed and coordinated with City during Design.
- 1.4 The consultant will provide all design services for the Project including, but not limited to, normal architectural, landscape, civil, structural, mechanical, and electrical engineering services. Additional design services requested by the Owner include geotechnical engineering, topographic survey, low voltage, kitchen, and food service design, third party estimating, enhanced signage and wayfinding, acoustic engineering, and record documents.
- 1.5 The work on the exterior of the building is anticipated to be focused on the south and west sides of the existing center. This location may interrupt on-site stormwater structures and existing site amenities that will need to be relocated elsewhere in the park as a part of this project scope.
- 1.6 The design team will need to analyze the existing mechanical system to determine if the existing system has adequate additional capacity to serve the new addition

areas, if the system needs to be expanded, or if standalone units that serve the addition only are the most economical solution. Solutions will need to be reviewed and approved by the City.

- 1.7 The City of Chandler has decided not to formally pursue a LEED certification process, the City has expressed interest in incorporating sustainable design and energy-efficient systems where possible, and cost-effective.
- 1.8 Design and construction will be in accordance with Chandler's Unified Development Manual (UDM) and the current City code.

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.

- 2.1 The Design Team for the project will include the following disciplines and firms:

2.1.1	Architect of Record / Interior Design	Barker Rinker Seacat Architecture (BRS)
2.1.2	Civil Engineer & Landscape Architect	Kimley-Horn (KH)
2.1.3	Structural Engineering	Kimley-Horn (KH)
2.1.4	Mech / Elect / Plumbing Engineering	Henderson Engineers (HE)
2.1.5	Technology / AV / Security / Acoustics	Henderson Engineers (HE)
2.1.6	Foodservice Design	Foodservice Design Professionals (FDP)
2.1.7	Specifications	iBIM Solutions (iBIM)
2.1.8	Cost Consulting	Blundall Associates (BA)
2.1.9	Surveying	RLF Consultants (RLF)
2.1.10	Geotechnical Investigation	RAMM Engineering (RAMM)

3. PROJECT SCHEDULE:

- 3.1 The consultant must perform the services within the times outlined in the Production Schedule included herein and made a part hereof by reference.
- 3.2 The Production Schedule described herein may not be modified or deviated from without the written consent of the City. The consultant must revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or any of the partial completion points listed in the schedule is delayed by two weeks or more. Such an adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. The consultant must take all reasonable actions

necessary to get the project back on schedule and City will cooperate to assist the Consultant.

- 3.3 The anticipated project schedule will commence once a notice to proceed is received from the city. The anticipated phases and durations for the project are as follows:

Phase	Duration	Preliminary Schedule
30% Schematic Design		
Inc. Programming, Community Input, & Schematic Project Design	13 weeks	June - August 2022
End of Phase Review / 30% SD Estimate (Includes 4 Week City Review Period)	5 weeks	September 2022
60% Design Development		
Project Design & Coordination Refinement -End of Phase Submission of Civil Package for First Round of Civil & Development Review	11 weeks	October - December 2022
End of Phase Review / 60% DD Estimate (Includes 4 Week City Review Period)	5 weeks	December - January 2023
98% Construction Document		
Project Design & Coordination Completion to a Full Permit Level -End of Phase Submission of Civil Package for Second Round of Civil & Development Review	10 weeks	February - April 2023
End of Phase City Review / 98% CD Estimate	5 weeks	April - May 2023
100% Construction Document		
Finalize the Design Drawings & Specifications for Permit Submission Addressing City Review 98% CD Review Comments -Submit the 100% CD Package of all Disciplines for Permit Review	4 weeks	May - June 2023
Permit Review	4 weeks	June - July 2023
100% CD Estimate (Concurrent with Permit Review)	-	June - July 2023
Resolve Permit Review Comments and Confirmation from Building Department	4 weeks	July - August 2023
CM@R Sub-Bidding / Reviews / Negotiations	8 weeks	September - October 2023
Design Phase Total	69 weeks	

4. QUALITY CONTROL:

- 4.1 As a part of the project, the design Consultant will develop a quality control plan submitted to and approved by the City for the entire construction phase. This Quality Control Plan will 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 an IBC "special Inspection" by the design engineer.

5. PROGRAMMING & SCHEMATIC DESIGN (30% Document Review):

- 5.1 As for **preliminary research** before preparing the project design, the 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, requirements, etc. relevant to the 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 the City.
 - h. The 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 the construction of this facility.
- 5.2 Regarding **coordination with utility companies and agencies**, the consultant must:
- a. Coordinate with utility companies and agencies per the latest version of the "Public Improvement Project Guide" (PIPG).
 - b. Identify utility conflicts during the initial stages of the design process.
 - c. Coordinate the design and installation of the utilities, which includes, but is not limited to, services for electric, communications, water, storm drainage, irrigation, sanitary systems, etc.

- d. Identify easements for these utilities 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.
- e. The consultant must provide the legal descriptions for any new easements associated with the project.
- f. 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.
- g. Conduct utility meetings to coordinate relocations with utility/agency and establish relocation schedules.
- h. Follow-up with the final design submittal for utility construction and coordination with the bid documents.
- i. Incorporate the utility/agency private developer construction requirements into the bid documents.

5.3 Regarding **geotechnical investigations**, the consultant must:

- a. Perform all soil and pavement borings necessary to complete their work.
- b. 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.

5.4 The consultant must meet with City staff to ascertain the requirements of the Project and will arrive at a mutual understanding of such requirements.

- a. The consultant must perform a total of two (2) Public Information meetings. These will include preparing exhibits, facilitating discussions, and documenting meeting information exchange. The exhibits will include a simple site orientation plan, and one line building component plan(s). The City will advertise and promote the meetings.
- b. The consultant must facilitate two (2) "sub-committee" meetings to gather pertinent information from:
 - i. City staff
 - ii. Recreation and Senior Center Stakeholders Identified by the City

- c. The consultant must prepare a "Program" which will:
 - i. Establish construction budget
 - ii. Complete documentation of site survey from preliminary work
 - iii. Define new buildings space needs
 - iv. Define new building space requirements and amenities necessary to accommodate planned activities in each space
 - v. Define site requirements
 - vi. Create a matrix of spaces, sizes, and amenities
- d. Based on the mutually agreed-upon program, schedule, and construction budget requirements, the 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.
- e. During the schematic design phase, prepare a minimum of three (3) different single-line concept drawing schemes, which depict the size and orientation of the project elements in relation to one another. All options will include structural design concepts as part of the option.
- f. Develop a basic understanding of required furniture layouts for each space that is part of the addition for use in determining FF&E budgeting.
- g. When the design is approximately thirty (30%) percent complete, the Consultant must do the following:
 - i. 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.
 - ii. 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.
 - iii. Attend a City Council meeting and brief City Council, which will include preparing exhibits, rendering(s), computer graphic "fly-around", displaying and explaining such exhibits, etc., to City Council and public while documenting meeting information exchange.
 - iv. Attend a Park Board meeting and brief the Board, which will include preparing exhibits, renderings, computer graphic "fly-around", displaying and explaining such exhibits, etc., to Board members while documenting meeting information exchange.

- v. Prepare vertical sections across the site and through the building.
 - vi. Prepare single line elevation drawing(s) and a perspective sketch of the exterior.
 - vii. Complete a drainage analysis and provide solutions to mitigate the runoff.
 - viii. Identify all necessary offsite improvements such as streets, utilities, irrigation, etc., and depict the scope in a schematic design plan.
 - ix. Submit the project to City for a PreTech review.
 - x. Prepare a construction cost estimate including FF&E estimates for verification with the budget and re-design as necessary to re-align the design with the construction budget.
 - xi. Submit to City's Project Manager for comment a complete digital PDF drawing set with drainage & structural calculations.
- h. The project program will be developed during the start of the schematic design phase to identify the design requirements to meet the needs of the City. It is anticipated that this effort will include multiple meetings with City Staff and two community input sessions. The cost for garnering community input and refinement of the programming of the project is identified as an additional service on the attached Exhibit "B".
- i. Once the program for the facility is defined, BRS and our Consultant Team will advance the project design following local codes and regulations.
- l. Included within this phase are the following services:
 - i. Existing Building Facilities Survey – the Consultant team will conduct an onsite building survey of the existing building areas affected by the project to document current conditions to verify coordination with the existing drawings to be utilized for the full design process. BRS will coordinate with the consultant team their work to document the existing building for each of their disciplines.
 - ii. Exterior Site Survey - RLF will provide a site survey to document existing site conditions and it will be used for construction as well as site development submittals to the City if required.

- iii. Geotechnical Investigation – RAMM Engineering will conduct a subsurface geotechnical investigation at both potential building areas and the parking area to provide recommendations for construction and development.
- p. Using the information gathered above, our team will develop the design and provide information advanced beyond the initial programming design including a site plan, building plans, sections, and elevations illustrating the building improvements.
- q. Anticipated number of meetings/workshops:
 - i. There will be five (5) workshops/meetings during this phase:
 1. Schematic Design Kick-off Meeting 1
 2. Schematic Design Workshop 2
 3. Schematic Design Workshop 3
 4. Schematic Design Workshop 4
 5. Schematic Design Review Meeting 5
 - ii. There will be two (2) public meetings during this phase:
 1. Meeting 1 – General Public (To Coincide with SD Workshop 2)
 2. Meeting 2 – General Public (To Coincide with SD Workshop 3)
 - iii. There will be two (2) Board / Council presentations during this phase:
 1. Schematic Design Council Meeting
 2. Schematic Design Park Board Meeting

6 DESIGN DEVELOPMENT (60% Document Review):

- 6.1 Based on the approved Schematic Design Documents and any adjustments authorized by City in the program, schedule, or construction budget, the 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, the 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. The 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 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. Prepare a construction cost estimate including estimates for FF&E for verification with the budget. Re-design as necessary to re-align the design with the construction budget.
- j. Present a second briefing to the Park Board that will include preparing exhibits, renderings, computer graphic "fly-around", briefing Board members while documenting meeting information exchange.
- k. Conduct a full document set (plans & specs) review in the presence of all consultants City's representatives and any other stakeholders as part of the DD Review Meeting 3.
- l. Submit once to City's Project Manager for comment a complete digital PDF drawing set, specifications, drainage & structural calculations. Include original redline drawings and comments received from the previous review along with a review summary indicating the action taken.
- m. 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.

- n. Consultant to submit 60% PDF civil plans and drainage report to development services for civil plan review. Consultant to retrieve comments from City after review.
- o. In addition to the base services, BRS will initiate the process of identifying opportunities for wayfinding, graphics, and signage within the facility. The cost for this effort starting at this phase is identified as an additional service on the attached Exhibit "B".
- p. Anticipated number of meetings/workshops:
 - a. There will be three (3) workshops & meetings during this phase:
 - i. Design Development Workshop 1
 - ii. Design Development Workshop 2
 - iii. Design Development Review Meeting 3
 - b. There will be one (1) Board presentation during this phase:
 - i. Design Development Park Board (To Coincide with DD Workshop 2)

7 CONSTRUCTION DOCUMENTS (98% Document Review):

- 7.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or the construction budget authorized by the 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. Provide the City of Chandler with a copy of the digital drawing files. Verify Revit or AutoCAD format with the City. Each building system must be "layered" to be able to isolate trades or engineering from architectural components or vice versa.
 - c. Conduct a full document set (plans and specifications) review in the presence of all consultants and City representatives.
 - d. Provide document coordination of work performed by separate contractors or by the City's forces (i.e.: systems furniture or exercise equipment provisions and installation, etc.).

- e. Preparation of a construction cost estimate for verification with the budget will be provided by the CM@R and reviewed by the Consultant. Re-design as necessary to re-align the design with the construction budget.
- f. Prepare bid alternates as necessary to assure the budget can be met.
- g. Submit once to City's Project Manager for comment a complete digital PDF drawing set, specifications, drainage & structural calculations. Include original redline drawings and comments received from the previous review along with a review summary indicating the action taken.
- h. Consultant to submit 98% PDF civil plans and drainage report to development services for civil plan review. Consultant to retrieve comments from City after review.
- i. As the City has identified a Construction Manager at Risk (CM@R) delivery method as its preference for constructing the project.
- j. Anticipated number of meetings/workshops:
 - a. There will be three (3) workshops & meetings during this phase:
 - a. Construction Document Workshop 1
 - b. Construction Document Workshop 2
 - c. Construction Document Workshop 3

8 CONSTRUCTION DOCUMENTS (100% Documents):

- 8.1 Submit bid documents to Development Services for building permits and civil permit plan review.
 - a. All plans, calculations, and specifications will be stamped. The specifications will be 8-1/2" x 11" and in electronic PDF format. Include original redline drawings and comments received from the previous review along with a review summary indicating the action taken.
 - b. Pick-up plan review final comments and prepare digitally stamped files for reproduction. The city will have the bid sets reproduced from these files.
 - c. Assist City in the evaluation of "substitutions and or-equals" and make a recommendation to accept or decline.
 - d. If bids are 10% over or under the "engineers estimate", the Consultant will be required to provide a detailed evaluation explaining differences.

- 8.2 During this phase, the Design Team will address comments from plan review as necessary to achieve approval. BRS is responsible for submitting documents for permitting with permit fees paid by the City.

9 PERIOD OF SERVICE (MILESTONES):

9.1 Following receipt of a "Notice to Proceed" with the design work:

- a. The consultant must complete the design and have all documents ready for bidding within 485 calendar days of the date indicated on the Notice to Proceed.
- b. The consultant must complete all services specified herein following the Production Schedule as noted in section 3.3. In the event delays are experienced beyond the control of the Consultant, the completion date may be extended as mutually agreed upon by City and Consultant.

10 ADDITIONAL SERVICES PROVIDED FOR THE PROJECT:

10.1 The following services are identified beyond base services for architecture, civil, landscape, structural, mechanical, electrical, plumbing, food service, and specification development for the project. The services below are to be provided and/or are recommended for the project based on scoping information provided by the City. The costs for the services are identified on the attached Exhibit B Fee Summary:

- a. Architecture and Interior Design - Barker Rinker Seacat Architecture (BRS)
 - i. Community Input & Programming – SD Phase
 - ii. Wayfinding, Graphics, and Signage – DD, CD
 - iii. Basic furniture design to establish FF&E budget
- b. MEPT Engineering - Henderson Engineers (HE)
 - i. Fire Protection Performance Design – All Phases
 - ii. Telecommunication Design – All Phases
 - iii. Security Design – All Phases
 - iv. Audio/Visual Design – All Phases
 - v. Acoustic Analysis – All Phases
- c. Cost Estimating - Blundall Associates (BA)
 - i. Cost Estimating at the end of phases – SD 30%, DD 60%, CD 98%, and CD 100%
 - ii. Misc. Estimating Assistance throughout the design which will be applied to

reconciliation and construction budget confirmation with the CM@R – SD, DD, and CD Phases

- d. Surveying – RLF Consultants (RLF)
 - i. Site Survey – SD Phase
 - ii. Underground Utility Locating – SD Phase per PIPG
- e. Geotechnical Consulting – RAMM Engineering (RAMM)
 - i. Geotechnical Investigation and Recommendations Report – SD Phase

11 SUPPLEMENTAL ADDITIONAL SERVICES INCLUDED AS AN ALLOWANCE FOR THE PROJECT:

- 11.1 Allowances shall only be used after written approval from the City representative. The purpose of the allowance is to provide a funding source for the items listed below. Contract reimbursement for an allowance (in whole or in part) is not ensured.
- a. BRS to assist with CM@R procurement submittal review and interview attendance.
 - b. HE to provide emergency generator planning and design for building addition.
 - c. HE to provide Assisted Listening Systems planning and design.
 - d. Foodservice - Foodservice Design Professionals (FDP)
 - i. Design of food service facilities
 - e. At new parking lot associated with building addition, provide design of covered parking with photovoltaic panels similar to existing covered parking at the recreation center.
 - i. Design includes architectural, structural, and electrical consultant costs.
 - f. HE to provide Lightning Protection Design
 - i. Risk analysis calculation and performance specification of a lightning protection system for both the addition and existing building.

12 ASSUMPTIONS & CONSIDERATIONS:

The fees listed Exhibit "B" with this proposal are based on the scope of work described above and the following clarifications:

- a. This proposal is based on information provided by the City during the RFQ process and during a scoping meeting conducted on February 2, 2022. It is anticipated that Schematic Design will commence in June 2022.
- b. Assumes a one-story structure addition to the existing center of primarily new construction of approximately, 21,000 SF.
- c. Project limits are assumed to be to the south and west of the existing recreation center. They are not anticipated to extend into the adjacent right of way.
- d. The site is assumed to be free of environmental hazards and will not require remediation or clean-up.
- e. No traffic engineering study and no traffic signal design are anticipated.
- f. A conventional foundation with a slab on grade floors is anticipated. A structural floor at grade is not anticipated.
- g. Levels of design and coordination for AV, Security, and Telecom/Raceways are per the direction provided by the City in response on February 16, 2022, to a Low Voltage Scoping Document provided by BRS. Low Voltage Scoping Matrix is included at the end of this document.
- h. A new kitchen design is included in this proposal.
- i. Commissioning services will be provided by the City and are excluded from this proposal.
- j. Detailed life cycle cost studies for building systems and equipment are excluded.
- k. The project will be designed with energy efficiency measures and sustainable concepts, but there will be no LEED or other certification sought for this project.
- l. Design alternates will be evaluated and considered during the Schematic Design phase. The final direction and scope of the project will be established

after the schematic design phase. If design alternates are to be carried past the SD phase, it will be an additional service.

- m. We are anticipating that documents will be provided in electronic format suitable for printing beyond those identified above. Any additional printing of milestone phase documents, record drawings, or required submittal documents can be provided as a reimbursable expense.
- n. The project will be constructed by a Construction Manager at Risk (CM@R) delivery method.
- o. All fees for permits and jurisdictional approvals, utilities, and taxes have been excluded.

End of Exhibit "A"

EXHIBIT A-2 CONSULTANT SCOPE

April 7, 2022

Mr. Bill Clifford, R.A., LEED AP
Associate, Project Manager
Barker Rinker Seacat Architecture
3457 Ringsby Ct.
Suite 200
Denver, CO 80216

RE: City of Chandler Tumbleweed Recreation Center Expansion

Dear Mr. Clifford,

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this letter agreement to BRS Architecture (Client) for providing civil engineering, landscape architecture and building structural engineering services for the Tumbleweed Recreation Center Expansion project in Chandler, Arizona. The following is a summary of the requested scope and fee as per the provided scoping form. We have attached our scope of work per each discipline with the corresponding level effort / fee derivation.

Fee Summary

Landscape Architecture	30%SD	60%DD	98%CD	100%CD	CA	Total
Base: Community Center	\$ 10,540	\$ 12,280	\$ 11,440	\$ 5,835		\$ 40,095
Add: Second Bid Package	N/A	N/A	N/A	N/A		N/A
Add: Record Documents	N/A	N/A	N/A	N/A		\$ -
Civil Engineering	30%SD	60%DD	98%CD	100%CD	CA	Total
Base: Community Center	\$ 30,290	\$ 27,415	\$ 25,620	\$ 5,840		\$ 89,165
Add: Record Documents	N/A	N/A	N/A	N/A		\$ -
Structural Engineering	30%SD	60%DD	98%CD	100%CD	CA	Total
Base: Community Center	\$ 18,200	\$ 26,400	\$ 44,600	\$ 1,700		\$ 90,900
Add: Second Bid Package	N/A	N/A	\$ 9,800	N/A		\$ 9,800
Add: Structural Design of Solar Canopy	N/A	N/A	\$ 6,500	N/A		\$ 6,500

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions at 602 321 8350

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Sean Wozny, P.E.
Associate

Jeff Kratzke, P.L.A.
Vice President

City of Chandler

TUMBLEWEED RECREATION CENTER EXPANSION FINAL DESIGN SCOPE OF WORK

April 7, 2022

Prepared for: BRS ARCHITECTS

Prepared by:

7740 North 16th Street, Suite 300
Phoenix, Arizona 85020
(602) 944-5500 | Tel
(602) 944-7423 | Fax

Kimley»Horn
Expect More. Experience Better.

SUMMARY OF TASKS

Task 1.0 Schematic Design (June – Aug. 22) (13 Weeks).....2

Task 2.0 Design Development (Oct– Dec. 22) (11 Weeks)6

Task 3.0 Construction Documents (Feb – Apr 23) (10 Weeks).....10

Task 4.0 Final Construction Documents (May – June 23) (8 Weeks).....14

The following document provides the Tumbleweed Recreation Center Expansion Final Design project scope of work for Kimley-Horn for Landscape Architecture, Civil Engineering and Building Structural Engineering as requested by BRS Architects based on their Scope of Work outline.

The Civil 60% Development Submittal shall include preliminary drainage report and water & sanitary sewer basis of design reports. The final drainage report and water / sanitary sewer basis of design reports will be submitted with the 90% plan submittal which will be the second submittal to development services.

TASK 1.0 SCHEMATIC DESIGN (JUNE – AUG. 22) (13 WEEKS)

TASK 1.1 PROJECT DESIGN MEETINGS (3 MEETINGS)

The Consultant will attend three design meetings throughout the schematic design phase. Kimley-Horn shall include representatives from Civil and Landscape Architecture disciplines.

TASK 1.2 SANITARY SEWER BASIS OF DESIGN REPORT - PRELIMINARY

The Consultant shall provide a Sanitary Sewer Basis of Design Report, which will develop the design criteria and demand for the sanitary sewer needs for the Phase-1 improvements. Sanitary sewer demand shall include Phase-1 Recreation Center, Aquatics Facility, up to three standalone restroom buildings.

The sewer report shall include the following identified tasks:

- Design Criteria
- Sanitary Sewer Demand Calculations
- Sanitary Sewer Infrastructure Layout

Deliverables

1. Sanitary Sewer Basis of Design Report – Preliminary Draft

TASK 1.3 WATER BASIS OF DESIGN REPORT – PRELIMINARY

The Consultant shall provide a Water Basis of Design Report, which will develop the design criteria for the potable water needs for the Phase-1 improvements. Water Demands shall include Phase-1 Recreation Center, Aquatics Facility, up to three standalone restroom buildings, drinking fountains, and irrigation system demand.

The water report shall include the following identified tasks:

- Design Criteria
- Water Demand Calculations
- Water Infrastructure Layout

Deliverables

1. Water Basis of Design Report – Preliminary Draft

TASK 1.4 DRAINAGE REPORT – PRELIMINARY DRAFT

The Consultant will prepare onsite hydrology and hydraulics analysis for the existing recreation center and adjacent park area. The analysis will be used to evaluate the existing drainage routing, conveyance and runoff volume storage. The proposed site improvements will be evaluated to determine modifications to the existing onsite retention to incorporate the additional stormwater runoff generated from the new building expansion. Infrastructure includes inlets, storm drains and retention basins. The retention basins will be sized to store the 100-year, 2-hour storm event for the individual drainage areas per the City of Chandler's Design Standards & Policies.

The Consultant will prepare a drainage report to provide design documentation for the park drainage design and the off-site improvements. The report will follow the outline provided in the City of Chandler Design Standards & Policies. Supporting exhibits will be prepared to supplement the report. Anticipated exhibits include but are not limited to:

- Location Map
- Floodplain Map
- Onsite Drainage Map
- Offsite Drainage Map

The Consultant will prepare a Draft Drainage Report as part of the 30% design submittal. The Consultant will respond to comments from the City of Chandler. The final drainage report addressing City of Chandler Comments will be provided for submittal with the Design Development submittal.

Deliverables

1. Preliminary Drainage Report

TASK 1.5 UTILITY COORDINATION

This task includes preliminary coordination with utilities to kickoff utility coordination efforts. The purpose of this task is to collect and review utility record drawings; develop a map of existing utilities; establish expectations of utility agencies for their commitment to the project, and to initiate discussions for required utility services for the park site. A utility clearance letter will be required from all utility providers with utilities within the project area. Once final plans have been completed, the Consultant shall submit water, sanitary sewer and irrigation plans to Maricopa County environmental services (MCESD) to complete the Approval to Construct permit application. All non-City agency and City required submittal fees shall be the responsibility of the City of Chandler. The utility conflict review submittals shall occur at the milestone submittals with reproduction cost as part of the Consultant reimbursable expense.

These tasks include:

- Collect and review utility record drawings
- Prepare utility map based on record drawings and topographic mapping
- Prepare exhibit to determine location of new utility services
- Prepare, attend, and hold up to four utility coordination meetings with utility companies that have facilities within the project improvement area

- Write and publish meeting notes
- Prepare utility inventory and identify utility conflicts and required services
- Pothole exhibit
- Utility conflict review plan submittals at schematic design, design development and construction documents with final no conflict clearance letters as required by the City of Chandler.
- Utility agency plan submittals
- Utility clearance letters
- MCESD ATC Permit Submittal (Final Permit Plans)

Deliverables

1. Utility Pothole location map for CMAR to conduct utility location services
2. Exhibit showing locations of new utility services
3. Agenda and notes for utility coordination meeting
4. Utility inventory showing utility conflicts and required services
5. Utility signoff of utilities prior to permit review and approval by City of Chandler

TASK 1.6 DEMOLITION PLANS

The Consultant shall provide onsite demolition plans for the proposed project site improvements.

Deliverables

1. Demolition Plans, 24"x36"

TASK 1.7 WATER AND FIRE PLANS & DETIALS

The Consultant shall prepare onsite domestic water plans to provide domestic water service and fire line design to the proposed recreation center. The plan will provide domestic water service and fire line design to within five feet of the building and will be coordinated with the building MEP for sizing and location tie-in. The water sizing, layout and design shall adhere to the City of Chandler design standards and details as well as MAG standards and specifications.

Deliverables

1. Water and Fire Plans & Details, 24"x36".

TASK 1.8 SANITARY SEWER PLANS & DETAILS

The Consultant shall prepare onsite sanitary sewer plans to provide sanitary sewer service connection to the proposed recreation center. The plan will provide sanitary sewer service to within five feet of the building and will be coordinated with the building MEP for sizing and location tie-in. The sanitary sewer service layout and design shall adhere to the City of Chandler design standards and details as well as MAG standards and specifications.

Deliverables

1. Sanitary Sewer plans, 24"x36" with sewer plan and profile as required by the City for Civil Permit.

TASK 1.9 PAVING PLANS & DETAILS

The Consultant shall prepare onsite paving plans for the proposed parking area for the recreation center expansion. Paving plans shall include proposed parking lot layout with curb and gutter layout and pavement improvements including sidewalk, trash and recycle enclosure, and driveway connections to the existing parking area. The parking and drive aisle pavement structural section shall be per recommendations from the site geotechnical report. The consultant shall include turning template exercises based on the City of Chandler design vehicles for fire and garbage trucks. Plans shall include pavement sections as per the recommendations determined by the geotechnical engineer in the geotechnical report.

Deliverables

1. Onsite paving plans, 24"x36".

TASK 1.10 GRADING AND DRAINAGE PLANS & DETAILS

The Consultant shall provide a grading and drainage plan as determined necessary based on the recreation building expansion footprint. Grading and Drainage plans shall include spot elevations and contouring for the proposed parking areas, sidewalk and proposed building expansion finish floor elevation. The grading and drainage plan will provide the required onsite retention volume as per the drainage report. The grading plans shall include the new parking area, required drainage improvements and the relocated park amenities based on the new footprint of the recreation center building. The grading and drainage plans shall utilize the City of Chandler engineering standards.

Deliverables

1. Grading and Drainage Plans & Details, 24"x36".

TASK 1.11 HARDSCAPE PLANS & DETAILS

The Consultant shall prepare onsite hardscape plans for the recreation center expansion and the park site. Hardscape areas include the plaza area and surrounding building expansion area, sidewalk / pathway connections and the relocated park amenities impacted with the building expansion. The project team will work together to determine materials, layout and site furnishing types and locations.

Deliverables

1. Hardscape Plans & Details for the park site, 24"x36" & enlargements as necessary to convey design.

TASK 1.12 LANDSCAPE PLANS & DETAILS

The Consultant shall prepare landscape plans for the recreation center expansion footprint, the relocated park improvements, and proposed parking area. The team will work with the City to develop the initial plant palette.

Deliverables

1. Landscape Plans & Details, 24"x36" as per City of Chandler applicable standards.

TASK 1.13 IRRIGATION PLANS & DETAILS

The Consultant shall prepare irrigation plans for the recreation center expansion footprint, the relocated park improvements, and proposed parking area. The team will work with the City to evaluate the existing irrigation system, controller and existing pressures at the proposed point of connection / tie-in.

Deliverables

1. Irrigation Plans & Details, 24"x36" as per City of Chandler applicable standards.

TASK 1.14 TECHNICAL SPECIFICATIONS

The Consultant shall work with the City to provide project technical specifications based on the site improvements associated with the recreation center expansion. Specifications shall utilize CSI format and incorporate City of Chandler standards as required.

Deliverables

1. Project Specifications, 8 ½" x 11".

TASK 2.0 DESIGN DEVELOPMENT (OCT– DEC. 22) (11 WEEKS)

TASK 2.1 PROJECT DESIGN MEETINGS (2 MEETINGS)

The Consultant will attend two design meetings throughout the design development phase. Kimley-Horn shall include representatives from Civil and Landscape Architecture disciplines.

TASK 2.2 SANITARY SEWER BASIS OF DESIGN REPORT - FINAL

The Consultant shall provide a Sanitary Sewer Basis of Design Report, which will develop the design criteria and demand for the sanitary sewer needs for the Phase-1 improvements. Sanitary sewer demand shall include Phase-1 Recreation Center, Aquatics Facility, up to three standalone restroom buildings.

The sewer report shall include the following identified tasks:

- Design Criteria
- Sanitary Sewer Demand Calculations
- Sanitary Sewer Infrastructure Layout

Deliverables

1. Sanitary Sewer Basis of Design Report – Final

TASK 2.3 WATER BASIS OF DESIGN REPORT – FINAL

The Consultant shall provide a Water Basis of Design Report, which will develop the design criteria for the potable water needs for the Phase-1 improvements. Water Demands shall include Phase-1 Recreation Center, Aquatics Facility, up to three standalone restroom buildings, drinking fountains, and irrigation system demand.

The water report shall include the following identified tasks:

- Design Criteria
- Water Demand Calculations
- Water Infrastructure Layout

Deliverables

1. Water Basis of Design Report – Final

TASK 2.4 DRAINAGE REPORT – FINAL

The Consultant will prepare onsite hydrology and hydraulics analysis for the existing recreation center and adjacent park area. The analysis will be used to evaluate the existing drainage routing, conveyance and runoff volume storage. The proposed site improvements will be evaluated to determine modifications to the existing onsite retention to incorporate the additional stormwater runoff generated from the new building expansion. Infrastructure includes inlets, storm drains and retention basins. The retention basins will be sized to store the 100-year, 2-hour storm event for the individual drainage areas per the City of Chandler's Design Standards & Policies.

The Consultant will prepare a drainage report to provide design documentation for the park drainage design and the off-site improvements. The report will follow the outline provided in the City of Chandler Design Standards & Policies. Supporting exhibits will be prepared to supplement the report. Anticipated exhibits include but are not limited to:

- Location Map
- Floodplain Map
- Onsite Drainage Map
- Offsite Drainage Map

The Consultant will prepare a Draft Drainage Report as part of the 30% design submittal. The Consultant will respond to comments from the City of Chandler. The final drainage report addressing City of Chandler Comments will be provided for submittal with the Design Development submittal.

Deliverables

1. Final Drainage Report

TASK 2.5 UTILITY COORDINATION

This task includes preliminary coordination with utilities to kickoff utility coordination efforts. The purpose of this task is to collect and review utility record drawings; develop a map of existing utilities; establish expectations of utility agencies for their commitment to the project, and to initiate discussions for required utility services for the park site. A utility clearance letter will be required from all utility providers with utilities within the project area. Once final plans have been completed, the Consultant shall submit water, sanitary sewer and irrigation plans to Maricopa County environmental services (MCESD) to complete the Approval to Construct permit application. All non-City agency and City required submittal fees shall be the responsibility of the City of Chandler. The utility conflict review submittals shall occur at the milestone submittals with reproduction cost as part of the Consultant reimbursable expense.

These tasks include:

- Collect and review utility record drawings

- Prepare utility map based on record drawings and topographic mapping
- Prepare exhibit to determine location of new utility services
- Prepare, attend, and hold up to four utility coordination meetings with utility companies that have facilities within the project improvement area
- Write and publish meeting notes
- Prepare utility inventory and identify utility conflicts and required services
- Pothole exhibit
- Utility conflict review plan submittals at schematic design, design development and construction documents with final no conflict clearance letters as required by the City of Chandler.
- Utility agency plan submittals
- Utility clearance letters
- MCESD ATC Permit Submittal (Final Permit Plans)

Deliverables

1. Utility Pothole location map for CMAR to conduct utility location services
2. Exhibit showing locations of new utility services
3. Agenda and notes for utility coordination meeting
4. Utility inventory showing utility conflicts and required services
5. Utility signoff of utilities prior to permit review and approval by City of Chandler

TASK 2.6 DEMOLITION PLANS

The Consultant shall provide onsite demolition plans for the proposed project site improvements.

Deliverables

1. Demolition Plans, 24"x36".

TASK 2.7 WATER AND FIRE PLANS & DETIALS

The Consultant shall prepare onsite domestic water plans to provide domestic water service and fire line design to the proposed recreation center. The plan will provide domestic water service and fire line design to within five feet of the building and will be coordinated with the building MEP for sizing and location tie-in. The water sizing, layout and design shall adhere to the City of Chandler design standards and details as well as MAG standards and specifications.

Deliverables

1. Water and Fire Plans & Details, 24"x36".

TASK 2.8 SANITARY SEWER PLANS & DETAILS

The Consultant shall prepare onsite sanitary sewer plans to provide sanitary sewer service connection to the proposed recreation center. The plan will provide sanitary sewer service to within five feet of the building and will be coordinated with the building MEP for sizing and location tie-in. The sanitary sewer service layout and design shall adhere to the City of Chandler design standards and details as well as MAG standards and specifications.

Deliverables

1. Sanitary Sewer plans, 24"x36" with sewer plan and profile as required by the City for Civil Permit.

TASK 2.9 PAVING PLANS & DETAILS

The Consultant shall prepare onsite paving plans for the proposed parking area for the recreation center expansion. Paving plans shall include proposed parking lot layout with curb and gutter layout and pavement improvements including sidewalk, trash and recycle enclosure, and driveway connections to the existing parking area. The parking and drive aisle pavement structural section shall be per recommendations from the site geotechnical report. The consultant shall include turning template exercises based on the City of Chandler design vehicles for fire and garbage trucks. Plans shall include pavement sections as per the recommendations determined by the geotechnical engineer in the geotechnical report.

Deliverables

1. Onsite paving plans, 24"x36".

TASK 2.10 GRADING AND DRAINAGE PLANS & DETAILS

The Consultant shall provide a grading and drainage plan as determined necessary based on the recreation building expansion footprint. Grading and Drainage plans shall include spot elevations and contouring for the proposed parking areas, sidewalk and proposed building expansion finish floor elevation. The grading and drainage plan will provide the required onsite retention volume as per the drainage report. The grading plans shall include the new parking area, required drainage improvements and the relocated park amenities based on the new footprint of the recreation center building. The grading and drainage plans shall utilize the City of Chandler engineering standards.

Deliverables

1. Grading and Drainage Plans & Details, 24"x36".

TASK 2.11 HARDSCAPE PLANS & DETAILS

The Consultant shall prepare onsite hardscape plans for the recreation center expansion and the park site. Hardscape areas include the plaza area and surrounding building expansion area, sidewalk / pathway connections and the relocated park amenities impacted with the building expansion. The project team will work together to determine materials, layout and site furnishing types and locations.

Deliverables

1. Hardscape Plans & Details for the park site, 24"x36" & enlargements as necessary to convey design.

TASK 2.12 LANDSCAPE PLANS & DETAILS

The Consultant shall prepare landscape plans for the recreation center expansion footprint, the relocated park improvements, and proposed parking area. The team will work with the City to develop the initial plant palette.

Deliverables

1. Landscape Plans & Details, 24"x36" as per City of Chandler applicable standards.

TASK 2.13 IRRIGATION PLANS & DETAILS

The Consultant shall prepare irrigation plans for the recreation center expansion footprint, the relocated park improvements, and proposed parking area. The team will work with the City to evaluate the existing irrigation system, controller and existing pressures at the proposed point of connection / tie-in.

Deliverables

1. Irrigation Plans & Details, 24"x36" as per City of Chandler applicable standards.

TASK 2.14 TECHNICAL SPECIFICATIONS

The Consultant shall work with the City to provide project technical specifications based on the site improvements associated with the recreation center expansion. Specifications shall utilize CSI format and incorporate City of Chandler standards as required.

Deliverables

1. Project Specifications, 8 ½" x 11".

TASK 2.15 DEVELOPMENTAL SERVICES SUBMITTAL – 60% CIVIL

The Consultant shall submit the drainage report and the water & sanitary sewer basis of design reports with the civil plans to the City of Chandler Development services for review.

Deliverables

1. Civil Development Services Submittal Package, Civil Plans, Drainage Report and Water & Sanitary Sewer Basis of Design Reports

TASK 3.0 CONSTRUCTION DOCUMENTS (FEB – APR 23) (10 WEEKS)

TASK 3.1 PROJECT DESIGN MEETINGS (2 MEETINGS)

The Consultant will attend two design meetings throughout the construction document phase. Kimley-Horn shall include representatives from Civil and Landscape Architecture disciplines.

TASK 3.2 UTILITY COORDINATION

This task includes preliminary coordination with utilities to kickoff utility coordination efforts. The purpose of this task is to collect and review utility record drawings; develop a map of existing utilities; establish expectations of utility agencies for their commitment to the project, and to initiate discussions for required utility services for the park site. A utility clearance letter will be required from all utility providers with utilities within the project area. Once final plans have been completed, the Consultant shall submit water, sanitary sewer and irrigation plans to Maricopa County environmental services (MCESD) to complete the Approval to Construct permit application. All non-City agency and City required submittal fees shall be the responsibility of the City of Chandler. The utility conflict review submittals shall occur at the milestone submittals with reproduction cost as part of the Consultant reimbursable expense.

These tasks include:

- Collect and review utility record drawings
- Prepare utility map based on record drawings and topographic mapping
- Prepare exhibit to determine location of new utility services
- Prepare, attend, and hold up to four utility coordination meetings with utility companies that have facilities within the project improvement area
- Write and publish meeting notes
- Prepare utility inventory and identify utility conflicts and required services
- Pothole exhibit
- Utility conflict review plan submittals at schematic design, design development and construction documents with final no conflict clearance letters as required by the City of Chandler.
- Utility agency plan submittals
- Utility clearance letters
- MCESD ATC Permit Submittal (Final Permit Plans)

Deliverables

1. Utility Pothole location map for CMAR to conduct utility location services
2. Exhibit showing locations of new utility services
3. Agenda and notes for utility coordination meeting
4. Utility inventory showing utility conflicts and required services
5. Utility signoff of utilities prior to permit review and approval by City of Chandler

TASK 3.3 DEMOLITION PLANS

The Consultant shall provide onsite demolition plans for the proposed project site improvements.

Deliverables

1. Demolition Plans, 24"x36".

TASK 3.4 WATER AND FIRE PLANS & DETIALS

The Consultant shall prepare onsite domestic water plans to provide domestic water service and fire line design to the proposed recreation center. The plan will provide domestic water service and fire line design to within five feet of the building and will be coordinated with the building MEP for sizing and location tie-in. The water sizing, layout and design shall adhere to the City of Chandler design standards and details as well as MAG standards and specifications.

Deliverables

1. Water and Fire Plans & Details, 24"x36".

TASK 3.5 SANITARY SEWER PLANS & DETAILS

The Consultant shall prepare onsite sanitary sewer plans to provide sanitary sewer service connection to the proposed recreation center. The plan will provide sanitary sewer service to within five feet of the building and will be coordinated with the building MEP for sizing and location tie-in. The sanitary sewer service layout and design shall adhere to the City of Chandler design standards and details as well as MAG standards and specifications.

Deliverables

1. Sanitary Sewer plans, 24"x36" with sewer plan and profile as required by the City for Civil Permit.

TASK 3.6 PAVING PLANS & DETAILS

The Consultant shall prepare onsite paving plans for the proposed parking area for the recreation center expansion. Paving plans shall include proposed parking lot layout with curb and gutter layout and pavement improvements including sidewalk, trash and recycle enclosure, and driveway connections to the existing parking area. The parking and drive aisle pavement structural section shall be per recommendations from the site geotechnical report. The consultant shall include turning template exercises based on the City of Chandler design vehicles for fire and garbage trucks. Plans shall include pavement sections as per the recommendations determined by the geotechnical engineer in the geotechnical report.

Deliverables

1. Onsite paving plans, 24"x36".

TASK 3.7 GRADING AND DRAINAGE PLANS & DETAILS

The Consultant shall provide a grading and drainage plan as determined necessary based on the recreation building expansion footprint. Grading and Drainage plans shall include spot elevations and contouring for the proposed parking areas, sidewalk and proposed building expansion finish floor elevation. The grading and drainage plan will provide the required onsite retention volume as per the drainage report. The grading plans shall include the new parking area, required drainage improvements and the relocated park amenities based on the new footprint of the recreation center building. The grading and drainage plans shall utilize the City of Chandler engineering standards.

Deliverables

1. Grading and Drainage Plans & Details, 24"x36".

TASK 3.8 HARDSCAPE PLANS & DETAILS

The Consultant shall prepare onsite hardscape plans for the recreation center expansion and the park site. Hardscape areas include the plaza area and surrounding building expansion area, sidewalk / pathway connections and the relocated park amenities impacted with the building expansion. The project team will work together to determine materials, layout and site furnishing types and locations.

Deliverables

1. Hardscape Plans & Details for the park site, 24"x36" & enlargements as necessary to convey design.

TASK 3.9 LANDSCAPE PLANS & DETAILS

The Consultant shall prepare landscape plans for the recreation center expansion footprint, the relocated park improvements, and proposed parking area. The team will work with the City to develop the initial plant palette.

Deliverables

1. Landscape Plans & Details, 24"x36" as per City of Chandler applicable standards.

TASK 3.10 IRRIGATION PLANS & DETAILS

The Consultant shall prepare irrigation plans for the recreation center expansion footprint, the relocated park improvements, and proposed parking area. The team will work with the City to evaluate the existing irrigation system, controller and existing pressures at the proposed point of connection / tie-in.

Deliverables

1. Irrigation Plans & Details, 24"x36" as per City of Chandler applicable standards.

TASK 3.11 STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

The Consultant shall provide a stormwater pollution prevention plan as determined by the construction improvement footprint to provide erosion control measures to ensure protection of stormwater discharge to existing MS4 permit facilities. The stormwater pollution prevention plan will be included with the grading and drainage plans as required by the City of Chandler for permitting. If the project utilizes an at-risk grading permit a SWPPP will be required for permit. The stormwater pollution prevention plan shall include recommended best mitigation practice details.

Deliverables

1. Stormwater Pollution Prevention Plan & Details, 24"x36".

TASK 3.12 HORIZONTAL CONTROL PLANS

The Consultant shall provide a horizontal control plan to provide horizontal control and location for proposed improvements based on the survey control provided by the surveyor for the project. Plans will include layout information utilizing control points and tables providing horizontal control utilizing northing and easting point information.

Deliverables

1. Horizontal Control Plan, 24"x36".

TASK 3.13 TECHNICAL SPECIFICATIONS

The Consultant shall work with the City to provide project technical specifications based on the site improvements associated with the recreation center expansion. Specifications shall utilize CSI format and incorporate City of Chandler standards as required.

Deliverables

1. Project Specifications, 8 ½" x 11".

TASK 3.14 DEVELOPMENTAL SERVICES SUBMITTAL – CIVIL CD SUBMITTAL

The Consultant shall submit the final drainage report and the final water & sanitary sewer basis of design reports with the civil plans to the City of Chandler Development services for review.

Deliverables

1. Civil Development Services Submittal Package, Civil Plans, Final Drainage Report and Final Water & Sanitary Sewer Basis of Design Reports

TASK 4.0 FINAL CONSTRUCTION DOCUMENTS (MAY – JUNE 23) (8 WEEKS)

TASK 4.1 DEMOLITION PLANS

The Consultant shall provide onsite demolition plans for the proposed project site improvements.

Deliverables

1. Demolition Plans, 24"x36".

TASK 4.2 WATER AND FIRE PLANS & DETAILS

The Consultant shall prepare onsite domestic water plans to provide domestic water service and fire line design to the proposed recreation center. The plan will provide domestic water service and fire line design to within five feet of the building and will be coordinated with the building MEP for sizing and location tie-in. The water sizing, layout and design shall adhere to the City of Chandler design standards and details as well as MAG standards and specifications.

Deliverables

1. Water and Fire Plans & Details, 24"x36".

TASK 4.3 SANITARY SEWER PLANS & DETAILS

The Consultant shall prepare onsite sanitary sewer plans to provide sanitary sewer service connection to the proposed recreation center. The plan will provide sanitary sewer service to within five feet of the building and will be coordinated with the building MEP for sizing and location tie-in. The sanitary sewer service layout and design shall adhere to the City of Chandler design standards and details as well as MAG standards and specifications.

Deliverables

1. Sanitary Sewer plans, 24"x36" with sewer plan and profile as required by the City for Civil Permit.

TASK 4.4 PAVING PLANS & DETAILS

The Consultant shall prepare onsite paving plans for the proposed parking area for the recreation center expansion. Paving plans shall include proposed parking lot layout with curb and gutter layout and pavement improvements including sidewalk, trash and recycle enclosure, and driveway connections to the existing parking area. The parking and drive aisle pavement structural section shall be per recommendations from the site geotechnical report. The consultant shall include turning template exercises based on the City of Chandler design vehicles for fire and garbage trucks. Plans shall include pavement sections as per the recommendations determined by the geotechnical engineer in the geotechnical report.

Deliverables

1. Onsite paving plans, 24"x36".

TASK 4.5 GRADING AND DRAINAGE PLANS & DETAILS

The Consultant shall provide a grading and drainage plan as determined necessary based on the recreation building expansion footprint. Grading and Drainage plans shall include spot elevations and contouring for the proposed parking areas, sidewalk and proposed building expansion finish floor elevation. The grading and drainage plan will provide the required onsite retention volume as per the drainage report. The grading plans shall include the new parking area, required drainage improvements and the relocated park amenities based on the new footprint of the recreation center building. The grading and drainage plans shall utilize the City of Chandler engineering standards.

Deliverables

1. Grading and Drainage Plans & Details, 24"x36".

TASK 4.6 HARDSCAPE PLANS & DETAILS

The Consultant shall prepare onsite hardscape plans for the recreation center expansion and the park site. Hardscape areas include the plaza area and surrounding building expansion area, sidewalk / pathway connections and the relocated park amenities impacted with the building expansion. The project team will work together to determine materials, layout and site furnishing types and locations.

Deliverables

1. Hardscape Plans & Details for the park site, 24"x36" & enlargements as necessary to convey design.

TASK 4.7 LANDSCAPE PLANS & DETAILS

The Consultant shall prepare landscape plans for the recreation center expansion footprint, the relocated park improvements, and proposed parking area. The team will work with the City to develop the initial plant palette.

Deliverables

1. Landscape Plans & Details, 24"x36" as per City of Chandler applicable standards.

TASK 4.8 IRRIGATION PLANS & DETAILS

The Consultant shall prepare irrigation plans for the recreation center expansion footprint, the relocated park improvements, and proposed parking area. The team will work with the City to evaluate the existing irrigation system, controller and existing pressures at the proposed point of connection / tie-in.

Deliverables

1. Irrigation Plans & Details, 24"x36" as per City of Chandler applicable standards.

TASK 4.9 STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

The Consultant shall provide a stormwater pollution prevention plan as determined by the construction improvement footprint to provide erosion control measures to ensure protection of stormwater discharge to existing MS4 permit facilities. The stormwater pollution prevention plan will be included with the grading and drainage plans as required by the City of Chandler for permitting. If the project utilizes an at-risk grading permit a SWPPP will be required for permit. The stormwater pollution prevention plan shall include recommended best mitigation practice details.

Deliverables

1. Stormwater Pollution Prevention Plan & Details, 24"x36".

TASK 4.10 HORIZONTAL CONTROL PLANS

The Consultant shall provide a horizontal control plan to provide horizontal control and location for proposed improvements based on the survey control provided by the surveyor for the project. Plans will include layout information utilizing control points and tables providing horizontal control utilizing northing and easting point information.

Deliverables

1. Horizontal Control Plan, 24"x36".

Kimley-Horn

\$250.00	\$205.00	\$185.00	\$205.00	\$185.00	\$150.00	\$115.00	\$105.00	\$75.00
----------	----------	----------	----------	----------	----------	----------	----------	---------

Task 1.0 Schematic Design / Conceptualization and Criteria Design Phase 30% SD (June 2022 - Aug 2022)(13 Weeks)

1.1 Project Meetings Schematic Design (3 Design Meetings)			6		6					\$	2,460
1.2 Sanitary Sewer Basis of Design Memo (Preliminary)				1	2	2	8			\$	1,795
1.3 Water Basis of Design Report (Preliminary)				1	2	2	8			\$	1,795
1.4 Drainage Report (Preliminary)				2	4	8	24			\$	5,110
1.5 Utility Coordination										\$	-
1.5.1 Utility Coordination Meetings (3 Meetings)				3	3					\$	1,170
1.5.2 Individual Utility Coordination Meetings (3 Meetings)				3	3					\$	1,170
1.5.3 Utility Bluestake Design Ticket Request and Mapping					1			4		\$	485
1.5.4 Existing Utility Base Mapping								8		\$	1,440
1.5.5 Development of Utility Pothole List (CMAR to Pothole)						2				\$	300
1.6 Demolition Plan					1	2		8		\$	1,325
1.7 Water & Fire Plans & Details				2	4		4	8		\$	2,450
1.8 Sanitary Sewer Plan & Details				2	4		4	8		\$	2,450
1.9 Paving Plans & Details				2	4		8	16		\$	3,750
1.10 Grading & Drainage Plans & Details				2	4		8	24		\$	4,590
1.11 Hardscape Plans & Details		2	4			2		16		\$	3,130
1.12 Landscape Plans & Details		2	4			2		16		\$	3,130
1.13 Irrigation Plans & Details		2	4			2		16		\$	3,130
1.14 Technical Specifications		1	2	1	2					\$	1,150
Subtotal Hours	-	13	14	25	34	26	64	120	4		300

2.1 Project Meetings Schematic Design (2 Design Meetings)		
2.2 Project Meetings Schematic Design (2 Design Meetings)		

2.1 Project Meetings Schematic Design (2 Design Meetings)			4		4					\$	1,640
2.2 Sanitary Sewer Basis of Design Memo (Final)				1	1	2		8		\$	1,530
2.3 Water Basis of Design Report (Final)				1	1	2		8		\$	1,530
2.4 Drainage Report (Final Report)				2	2	4		12		\$	2,640
2.5 Utility Coordination				2		4			8	\$	1,610
2.6 Demolition Plan					1	2	4	8		\$	1,785
2.7 Water & Fire Plans & Details				2	4		8	16		\$	3,750
2.8 Sanitary Sewer Plan & Details				2	4		8	8		\$	2,910
2.9 Paving Plans & Details				2	4		8	24		\$	4,590
2.10 Grading & Drainage Plans				2	4		8	32		\$	5,430
2.11 Hardscape Plans & Details		2	4			4		24		\$	4,270
2.12 Landscape Plans & Details		2	4					16		\$	3,430
2.13 Irrigation Plans & Details		2	4			4		16		\$	3,430
2.14 Technical Specifications		1	2	1	2					\$	1,150
Subtotal Hours	-	11	14	19	23	26	36	172	8		300

3.1 Project Meetings Schematic Design (2 Design Meetings)	
3.2 Preliminary Construction	

3.1 Project Meetings Schematic Design (2 Design Meetings)		4		4				\$	1,640
3.2 Utility Coordination			1		2		8	\$	1,105
3.3 Demolition Plan				1	2	4	8	\$	1,785
3.4 Water & Fire Plans & Details			2			4	8	\$	2,450
3.5 Sanitary Sewer Plans & Details			2	4		8	24	\$	4,590
3.6 Paving Plans & Details			2	4		8	16	\$	3,750
3.7 Grading & Drainage Plans & Details			2	4		8	40	\$	6,270
3.8 Hardscape Plans & Details	2	4			4		16	\$	3,430
3.9 Landscape Plans & Details	2	4			4		16	\$	3,430
3.10 Irrigation Plans & Details	2	4			4		16	\$	3,430
3.11 Storm Water Pollution Prevention Plans & Details			1	2	4		8	\$	2,015
3.12 Horizontal Control Plans			1	2	4		8	\$	2,015
3.13 Technical Specifications	1	2	1	2				\$	1,150
Subtotal Hours	-	11	14	16	23	24	32	160	8

4.1 Demolition Plan

4.1 Demolition Plan										\$	-
4.2 Water & Fire Plans & Details				1	1		2	8		\$	1,460
4.3 Sanitary Sewer Plans & Details				1	1		2	8		\$	1,460
4.4 Paving Plans & Details				1	1		2	8		\$	1,460
4.5 Grading & Drainage Plans & Details				1	1		2	8		\$	1,460
4.6 Hardscape Plans & Details		1	2				2	8		\$	1,945
4.7 Landscape Plans & Details		1	2				2	8		\$	1,945
4.8 Irrigation Plans & Details		1	2				2	8		\$	1,945
4.9 Storm Water Pollution Prevention Plans & Details										\$	-
4.10 Horizontal Control Plans										\$	-
Subtotal Hours	-	3	6	4	4	6	14	56	-		93

TASK 5.0 C – Application Analysis (MAY 2009) (LJ-2004)(25)W-1

TASK 5.0 Construction Administration (May 2023 - July 2024)(65 Weeks)										
5.1 Bi-Weekly Construction Meetings (65 Weeks - 15 Meetings for Civil LA)			10		10					\$ 3,700
5.2 Submittal Review		2	4	2	4					\$ 2,300
5.3 Issue Requests for Information (RFI)			2		2			8		\$ 1,580
5.4 Issue Architectural Supplemental Instructions (ASI)			4		8			16		\$ 3,900
5.5 Project Close Out - Punch Walks		2	2	2	2					\$ 1,560
5.6 Record Drawings			8		8			24		\$ 5,480
5.7 Aqua Engineering Construction Administration										\$ 3,915
Subtotal Hours	-	4	30	4	34	-	-	48	-	120

City of Chandler

TUMBLEWEED RECREATION CENTER EXPANSION FINAL DESIGN SCOPE OF WORK

STRUCTURAL ENGINEERING SERVICES

February 15, 2022

March 18, 2022 (Updated)

April 1, 2022 (Updated)

Prepared for: BRS ARCHITECTS

Prepared by:

7740 North 16th Street, Suite 300
Phoenix, Arizona 85020
(602) 944-5500 | Tel
(602) 944-7423 | Fax

Kimley»Horn
Expect More. Experience Better.

SUMMARY OF TASKS

Task 1.0 Schematic Design (June – Aug ‘22) (13 Weeks).....2

Task 2.0 Design Development (Oct – DEC ‘22) (11 Weeks)3

Task 3.0 Construction Documents (FEB – June ‘23) (14 Weeks Of Design)5

The following document provides the Tumbleweed Recreation Center Expansion Final Design project scope of work for Kimley-Horn for Landscape Architecture, Civil Engineering and Building Structural Engineering as requested by BRS Architects based on their Scope of Work outline.

TASK 1.0 SCHEMATIC DESIGN (JUNE – AUG '22) (13 WEEKS)

TASK 1.1 PROJECT DESIGN MEETINGS (UP TO 6 MEETINGS)

The Consultant will attend up to six virtual design team meetings throughout the schematic design phase. These are assumed to be one-hour meetings, attended by up to two Kimley-Horn structural engineers.

TASK 1.2 DUE DILIGENCE SITE VISIT

The Consultant will participate in one site visit during this phase of the project to review existing conditions for coordination of structural connections of the proposed addition to the existing building. Up to two structural engineers will be in attendance.

TASK 1.3 GEOTECHNICAL COORDINATION

The Consultant shall coordinate with the architect to determine boring locations and required geotechnical design parameters for the design of the building foundations, foundations for other site amenities, and any site retaining walls.

Deliverables

1. Mark-up for desired boring locations
2. PDF mark-ups on preliminary geotechnical report
3. Preliminary column and wall reactions

TASK 1.4 STRUCTURAL NARRATIVE

The Consultant will prepare a structural narrative for submittal at the milestone submittal for the Schematic Design phase. The structural narrative will address the general, schematic design level details of the following:

- Design codes and design loads
- Foundation system
- Up to three vertical and lateral load carrying structural systems will be studied, with the preferred structural systems being documented in the SD narrative
- Roof system
- Façade back-up structural system
- Entry canopy structural system

- Required fire protection
- Slab-on-grade design requirements
- The design of a solar canopy over the parking area, matching the structural system of the existing, can be provided as an added service

Deliverables

1. 8 ½" x 11" PDF narrative document, in the client's desired format

TASK 1.5 GENERAL FRAMING PLANS

In addition to the structural narrative provided as part of task 1.4, the Consultant will provide general Schematic Design level framing plans for the addition. The structural model and framing plans will be generated based on the Client's provided Revit model.

Deliverables

1. Framing Plans, 24"x36"

TASK 2.0 DESIGN DEVELOPMENT (OCT – DEC '22) (11 WEEKS)

TASK 2.1 PROJECT DESIGN MEETINGS (UP TO 5 MEETINGS)

The Consultant will attend up to five virtual design team meetings throughout the design development phase. These are assumed to be one-hour meetings, attended by up to two Kimley-Horn structural engineers.

TASK 2.2 DUE DILIGENCE SITE VISIT

The Consultant will participate in one site visit during this phase of the project to review existing conditions for coordination of structural connections of the proposed addition to the existing building. Up to two structural engineers will be in attendance.

TASK 2.3 GEOTECHNICAL COORDINATION

The Consultant shall coordinate with the geotechnical engineer to finalize the required geotechnical design parameters for the design of the building foundations, foundations for other site amenities, any site retaining walls, vapor barrier requirements, and all other elements requiring geotechnical design input from the geotechnical engineer.

Deliverables

1. PDF mark-ups on geotechnical report, as required
2. Final column and wall reactions

TASK 2.4 STRUCTURAL DESIGN

The Consultant will complete the design of the building addition, site amenities, and site retaining walls to a Design Development level.

These tasks include the following structural design scope, and include the following assumptions:

- Structural modelling of the building
- Preliminary design of:
 - Building vertical and lateral load carrying frame—with the following assumptions:
 - Building gravity and lateral frame will be ordinary masonry shear walls
 - Roof structure assumed to be metal deck on open web bar joists and joist girders
 - The building expansion will be structurally isolated from the existing building, with the only connection being at the hallway connection between the existing kitchen and maintenance room
 - Façade back-up system—façade assumed to be insulated metal panels and glazing supported by a cold formed steel stud or masonry backup wall
 - Foundations—assumed to be shallow spread and strip footings
 - Retaining walls greater than 3'-0" in exposed height
 - Courtyard canopy—assumed to be constructed of corrugated or standing seam metal roof deck on structure steel beams and columns, and assumed to be structurally isolated from the remainder of the building structure
 - Up to two structural steel egress stairs, as required
 - Post-tensioned slab-on-grade within the building
 - The design of a solar canopy over the parking area, matching the structural system of the existing, can be provided as an added service

TASK 2.5 STRUCTURAL PLANS & DETAILS

The Consultant shall provide the following DD structural plans and details, 24"x36" in PDF format.

Deliverables

1. General Notes, Schedules, and Structural Special Inspection Outline
2. Foundation Plan
3. Slab-on-Grade Plan
4. Framing Plan
5. Structural Details

TASK 2.6 TECHNICAL OUTLINE SPECIFICATIONS

The Consultant shall provide outline project technical specifications for items associated with the structural scope of work of the recreation center expansion. Specifications shall utilize CSI format.

Deliverables

1. Structural Outline Technical Specifications, 8 ½" x 11".

TASK 3.0 CONSTRUCTION DOCUMENTS (FEB – JUNE '23) (14 WEEKS OF DESIGN)

TASK 3.1 PROJECT DESIGN MEETINGS (UP TO 5 MEETINGS)

The Consultant will attend up to five virtual design team meetings throughout the construction documents phase. These are assumed to be one-hour meetings, attended by up to two Kimley-Horn structural engineers.

TASK 3.2 DUE DILIGENCE SITE VISIT

It is assumed that no due diligence site visit will be required at this phase of the project.

TASK 3.3 STRUCTURAL DESIGN

The Consultant will finalize the design of the building addition, site amenities, and site retaining walls.

These tasks include the following structural design scope, and include the following assumptions:

- Finalize structural modelling of the building
- Finalize design of:
 - Building vertical and lateral load carrying frame—with the following assumptions:
 - Building gravity and lateral frame will be ordinary masonry shear walls

- Roof structure assumed to be metal deck on open web bar joists and joist girders
- The building expansion will be structurally isolated from the existing building, with the only connection being at the hallway connection between the existing kitchen and maintenance room
- Façade back-up system—façade assumed to be insulated metal panels and glazing supported by a cold formed steel stud or masonry backup wall
- Foundations—assumed to be shall spread and strip footings
- Retaining walls greater than 3'-0" in exposed height
- Courtyard canopy—assumed to be constructed of corrugated or standing seam metal roof deck on structure steel beams and columns, and assumed to be structurally isolated from the remainder of the building structure
- Up to two structural steel egress stairs
- Site amenities
- Post-tensioned slab-on-grade within the building
- Roof framing required to support mechanical equipment on the roof and the design of the housekeeping pad; connection of mechanical equipment to the house keeping pad by the mechanical engineer and the equipment supplier
- The design of a solar canopy over the parking area, matching the structural system of the existing, can be provided as an added service

TASK 3.4 STRUCTURAL PLANS & DETAILS

The Consultant shall provide the following structural plans and details for permit, 24"x36" in PDF format.

Deliverables

1. General Notes, Schedules, and Structural Special Inspection Outline
2. Foundation Plan(s)

3. Slab-on-Grade Plan(s)
4. Framing Plan(s)
5. Enlargement Structural Plans as required
6. Building Sections if required
7. Structural Details
8. Miscellaneous Structural Details

TASK 3.5 TECHNICAL OUTLINE SPECIFICATIONS

The Consultant shall provide final project technical specifications for items associated with the structural scope of work of the recreation center expansion. Specifications shall utilize CSI format.

Deliverables

Structural Outline Technical Specifications, 8 ½" x 11".

ONE-PAGE FEE ESTIMATE																	Calculate Cost & Rates based on:		
Project Name: Tumbleweed Recreation Center					Client: BRS Architecture					Date of Fee Estimate: 4-6-2022					Region: MOUNTAIN				
Staff (hours)																	Org: ALL		
Task #	Task name	P	P1	P2	P3	P4	P5	P6	P7	P8	D7	D8	CO5	CO6	T1	Admin (N4)	Accounting (B4)	Total Hours	Labor Sub-Total
1	Schematic Design																	0.0	\$ -
2	Administration							2									4	6.0	\$ 939
3	Meetings						6	2										12.0	\$ 2,324
4	Due Diligence Site Visit						5	2										7.0	\$ 1,255
5	Desktop Plan Review						8	1										9.0	\$ 1,508
6	Geotech Coordination						4	1										5.0	\$ 868
7	Coordination w/ Design Team						5	2										7.0	\$ 1,255
8	Prelim Design						10	1										11.0	\$ 1,828
9	General Framing Plans						10	1					40					51.0	\$ 5,350
10	Structural Narrative						10	2										12.0	\$ 2,055
11																		0.0	\$ -
12	Design Development																	0.0	\$ -
13	Administration						2	2									4	8.0	\$ 1,259
14	Meetings						5	3										8.0	\$ 1,482
15	Due Diligence Site Visit						5	2										7.0	\$ 1,255
16	Geotech Coordination						2											2.0	\$ 320
17	Coordination w/ Design Team																	0.0	\$ -
18	Structural Design																	0.0	\$ -
19	Structural Model				25		5											30.0	\$ 3,840
20	Foundations				5		2											7.0	\$ 928
21	Columns				5		2											7.0	\$ 928
22	Masonry walls				5		2											7.0	\$ 928
23	Roof joists and decking				5		2											7.0	\$ 928
24	Misc elements				5		2											7.0	\$ 928
25																		0.0	\$ -
26	Revit / Plan Production						8							80				88.0	\$ 8,326
27	Outline Specifications						5	1										6.0	\$ 1,028
28	QC						15	3										18.0	\$ 3,082
29																		0.0	\$ -
30																		0.0	\$ -
31																		0.0	\$ -
32	Construction Documents																	0.0	\$ -
33	Administration						2	1									4	7.0	\$ 1,032
34	Meetings						5	2										7.0	\$ 1,255
35	Due Diligence Site Visit																	0.0	\$ -
36	Coordination w/ Design Team																	0.0	\$ -
37	Structural Design																	0.0	\$ -
38	Structural Model				20		5											25.0	\$ 3,232
39	Foundations				8		2											10.0	\$ 1,293
40	Columns				15		2											17.0	\$ 2,144
41	Masonry walls				15		2											17.0	\$ 2,144
42	Roof joists and decking				8		2											10.0	\$ 1,293
43	Connections				10		2											12.0	\$ 1,536
44	Canopy				15		2											17.0	\$ 2,144
45	Site elements				5		2											7.0	\$ 928
46	Misc elements				10		2											12.0	\$ 1,536
47	Facade				15		5											20.0	\$ 2,624
48	Cold Formed Metal Framing																	0.0	\$ -
49	Stair Stringers and Landings				5		2											7.0	\$ 928
50	PT Slab-on-grade				15		4							10				29.0	\$ 3,345
51	Revit / Plan Production				10		10							100				120.0	\$ 11,623
52	Technical Specifications						8	2										10.0	\$ 1,735
53	QC						15	5										20.0	\$ 3,536
54																		0.0	\$ -
55																		0.0	\$ -
56																		0.0	\$ -
57																		0.0	\$ -
58																		0.0	\$ -
59																		0.0	\$ -
60	Bidding and Negotiations																	0.0	\$ -
61																		0.0	\$ -
62																		0.0	\$ -
63	Construction Administration																	0.0	\$ -
64	Administration																	0.0	\$ -
65	Site Visits																	0.0	\$ -
66	OAC Meetings / Site Visits																	0.0	\$ -
67	RFIs																	0.0	\$ -
68	Submittals																	0.0	\$ -
69	ASIs																	0.0	\$ -
70	Punchlist																	0.0	\$ -
71																		0.0	\$ -
72	SECOND BID PACKAGE (ADD SERVICE)				10		15	2						60				87.0	\$ 9,355
73	STRUCTURAL DESIGN OF SOLAR CANOPY (ADD SERVICE)				25		10	4						25				64.0	\$ 7,751
74																		0.0	\$ -
75																		0.0	\$ -
Typical Distribution of Hours																			
Total Hours =		0	0	0	236	0	212	45	0	0	0	0	315	0	0	0	12	820.0	\$ 102,048

AGREEMENT FOR PROFESSIONAL SERVICES

Date: April 5, 2022

(Proposal is valid for 30 days)

Client

Barker Rinker Seacat Architecture
3457 Ringsby Court, Unit 200
Denver, CO 80216
Contact: Kevin Armstrong

Project

Tumbleweed Recreation Center Expansion
Multi-Generational Facility
Chandler, AZ
Henderson Project Number: 2150004554

Project Description and Scope of Services

Henderson Engineers, Inc. (Henderson) will provide mechanical, electrical, plumbing and fire protection ("M/E/P/FP") drawings and specifications. Henderson's specific scope of services is set forth in the following Scope of Services.

The existing 71,000 sf recreation center is a two-level building with an open courtyard in the center. Renovation work of the existing center is not expected except as needed to connect to the new addition areas.

The addition areas will focus on the new senior program area. The area will include event and classroom space of approximately 9000 sf. The gym will be approximately 9,000 sf. for an approximate 21,000 sf. total. A commercial kitchen is included within the fee. The senior area addition will be added to the west building. The gymnasium will be added on the north side of the facility. The addition will be fully sprinkled.

Mechanical scope includes evaluation of the existing mechanical system to determine if it is adequate to serve the addition spaces. If it is not capable, new mechanical system capacity may be an expansion of existing system or new standalone system. Equipment anchorage, duct and pipe roof supports shall be provided by the structural engineer.

Electrical scope includes specification of light fixtures for entirety of addition. Intent of fixtures to meet functional lighting needs. Refer to architectural lighting section below scope and the scope of services for areas containing decorative lighting.

Site work will consist of the following:

- Specification of exterior light fixtures (tree lighting, step lighting, landscape lighting, monument lighting) based on landscape design concepts.
 - Coordination with Landscape architect on locations and design intent.
- Parking lot lighting with photometric plan in coordination with civil/ landscape plans.
- Coordination of outdoor power needs (electric vehicle charging, power, food truck power, etc)
- Site lighting controls to meet local energy code requirements.
- Design related to site irrigation by others.

Architectural Lighting Scope of services (within base fee):

- Henderson Engineers will provide architectural interior lighting design services for the main lobby. The rest of the building lighting shall be provided as general lighting. Lighting design services will include all phases of the design process. An in-person meeting is not included.
 - SD Phase
 - Design narrative complete with preliminary hand-drawn sketches, renderings, or research imagery to begin the lighting design conversation
 - DD Phase
 - Light fixture research with manufacturer's informational cut sheets
 - Hand-drawn coordination details related to lighting and architecture to be provided for inclusion into architectural set
 - A preliminary light fixture schedule to be included

- CD Phase
 - Final light fixture schedule with detailed notes, control/dimming system specification and coordinated lighting plans and details

Acoustical Scope of services (base):

- Spaces included:
 - Gymnasiums
 - Classrooms
 - Multipurpose Event Space
- Meet with the Architect, Owner, and project engineer(s) for coordination of acoustical input with the other disciplines associated with the project.
 - Up to three (3) virtual meetings have been allocated.
- Provide concepts and recommendations to control sound levels and reverberant buildup in large gathering spaces.
- Provide concepts and recommendations for suitable sound isolation between adjacent spaces, between the interior and the exterior of the building, and between mechanical, electrical and plumbing equipment rooms and adjacent noise-sensitive spaces identified above.
- Review of the architectural contract documents as they relate to the acoustical characteristics of these spaces, including but not limited to: Wall, ceiling & Floor assembly design as well as overall wall and building section review.
- Provide recommendations and suggested specifications for sound retarding doors and operable partitions, if required.
- Prepare mechanical, electrical, and plumbing (MEP) systems noise and vibration control guideline recommendations for reference by the project engineer(s) during system design.
- Review MEP systems documents as required to identify potential noise and vibration concerns in noise-sensitive spaces.

Sound AV and Music (base):

- Provide design and specifications for overhead speakers to broadcast paging and background music within the new addition. System constraints, such as available power and voltage, shall be established by the City's AV personnel.
- Provide design of A/V system infrastructure for classrooms, multipurpose rooms, conference rooms, lobby within the new building addition. Infrastructure design shall include conduit and cabling to facilitate the City's planned AV installations.
- Placement or specification of enclosures, racks, cabinets or other AV elements are excluded.
- Design of any AV system or subsystem is excluded.
- Design or specification for any powered or unpowered equipment is excluded.
- In-person meetings and site visits are excluded.

Cable TV System Design

- Provide structured cabling design and specifications for expansion of the existing CATV system to include TV jacks, coax cable, cable management.
- Provide analog CATV signal distribution to include splitters, switches, and amplification equipment.
- Design shall be as coordinated with the owner's IT department.
- Design of signal acquisition equipment is excluded.
- In-person meetings and site visits are not included.

Telecommunications Scope of services (base):

IT Infrastructure (Phone/Data)

- Provide structured cabling design and specifications for expansion of the existing communications network to include work area outlets serving voice and data needs, and wireless access point locations as established by the owner's IT department and preferred telephone system vendor.
- Cabling design shall include copper & fiber optic cabling, copper and fiber optic patch panels, equipment racks, telecom grounding, wire management, and detailed buildouts of new communication room(s) within the addition.

- Design or specification for any active (powered) equipment such as telephones, network switches, routers, wireless access points, network controllers, or servers are excluded.
- Design or specification of UPS systems or equipment is excluded.
- In-person meetings and site visits are not included.

WiFi System Design

- Provide structured cabling design and specifications to serve wireless access points as located by the owner's IT department (see IT Infrastructure paragraph).
- In-person meetings and site visits are not included.

Security Scope of Services (base):

Video Surveillance System Design

- Provide Video Surveillance System design for observation and recording of the entrances into the new building addition and the adjoining parking area as viewable from cameras mounted to the building addition.
- Design shall include cameras, camera mounts, video recording servers, and coordinated network infrastructure needs.
- Drawings shall indicate the location of cameras, power supplies (if needed), and the owner's planned network switches.
- Design shall coordinate with the IT system infrastructure design to assure support for the installed cameras and recording servers.
- In-person meetings and site visits are not included.

Access Control System Design

- Provide full Access Control System design for the building addition in coordination with the City's security consultant.
- Design will include centralized control panel(s), power supplies, card readers, door contacts, request to exit devices and remote release buttons.
- System shall reside on the City's network.
- In-person meetings and site visits are not included.

Intrusion Detection System Design

- Provide Intrusion Detection System design for the building addition as an extension to the facility's existing Intrusion Detection system.
- Design will include connections from new sensor devices within the addition to the existing control panel. Devices may include door contacts, motion sensors, duress buttons, glass break sensors, and if desired, vibration sensing on owner-identified assets such as safes or vaults.
- The exact extent of the system shall be developed with the Owner prior to design.
- In-person meetings and site visits are not included.

Emergency Life Safety Generator (allowance):

- Emergency Life Safety generator back-up for path of egress lighting support of the addition only. UPS design is not included.

Assisted Listening Design (allowance):

- Design of an assisted listening system for the multipurpose event room.

Lighting Protection (allowance):

- Risk analysis calculation and performance specification of a lightning protection system for both the addition and existing building.

Covered Parking (allowance):

- Exterior lighting for covered parking of 50 parking spaces.
- Provisions for photovoltaics located on top of the covered parking. PV design to be provided by others.

Project Assumptions:

- Design and construction will be in accordance with the Chandler Unified Development Manual (UDM) and current City code.
- Completion of LEED Building certification is not included within scope. Sustainable practices will be implemented:
 - Artificial lighting is designed to be highly efficient and to minimize electrical and heat loads.
 - Use of low water fixtures.
 - Alternate heating and cooling strategies should be studied to maximize the recovery of expended heat for reuse.
- Energy modeling is not included within scope. Comcheck will be performed to comply with local energy code.
- Phasing of MEPF systems while the new additions are completed and tied into the existing systems.
- Fire Protection/Fire Alarm Design by performance specification only.
- Rough-in and coordination of food service and bar equipment selected/specified by food service consultant.
- Coordinate connection to civil scope at 5ft outside of building perimeter. Civil engineer to design perimeter foundation drainage to daylight (perforated pipe surrounding foundation that drains to daylight or storm conveyance).

Services and Fee Detail

Fee Type	Progressively Billed	Fixed Fee
Base	Base: Community Center/ Site - Schematic Design (MEP) (15%)	\$13,500
	Base: Community Center/ Site – Design Development Documents (MEP) (25%)	\$22,500
	Base: Community Center/ Site - Construction Documents (MEP) (60%)	\$54,000
	Total Base Community Center/ Site Fee (MEP)	\$90,000
Base Acoustics	Base: Acoustics - Community Center/ Site - Schematic Design (15%)	\$1,350
	Base: Acoustics - Community Center/ Site – Design Development Documents (25%)	\$2,250
	Base: Acoustics - Community Center/ Site - Construction Documents (60%)	\$5,400
	Total Base Acoustics - Community Center/ Site Fee	\$9,000
Base Fire Protection	Base: Fire Protection - Community Center/ Site - Schematic Design (15%)	\$1,125
	Base: Fire Protection - Community Center/ Site – Design Development (25%)	\$1,875
	Base: Fire Protection - Community Center/ Site - Construction Documents (FP) (60%)	\$4,500
	Total Base Fire Protection Community Center/ Site Fee	\$7,500
Base Telecom	Base: Telecommunications - Community Center/ Site - Schematic Design (15%)	\$1,575
	Base: Telecommunications - Community Center/ Site – Design Development Documents (25%)	\$2,625
	Base: Telecommunications - Community Center/ Site - Construction Documents (60%)	\$6,300
	Total Base Telecommunications - Community Center/ Site Fee	\$10,500
Base Security	Base: Security - Community Center/ Site - Schematic Design (15%)	\$1,530
	Base: Security - Community Center/ Site – Design Development Documents (25%)	\$2,550
	Base: Security - Community Center/ Site - Construction Documents (60%)	\$6,120
	Total Base Security - Community Center/ Site Fee	\$10,200
Base AV	Base: AV - Community Center/ Site - Schematic Design (15%)	\$1,350
	Base: AV - Community Center/ Site – Design Development Documents (25%)	\$2,250
	Base: AV - Community Center/ Site - Construction Documents (60%)	\$5,400
	Total Base AV - Community Center/ Site Fee	\$9,000
Generator Allowance	Total Generator Allowance	\$6,000
Assisted Listening System Allowance	Total Assisted Listening System Allowance (Main Senior Event Space)	\$3,000
Lightning Protection Allowance	Total Lightning Protection Allowance	\$1,500
Covered Parking Allowance	Total Covered Parking Allowance	\$3,500
	Estimated Reimbursable Expenses (Travel and lodging)	\$1,500
	Reimbursable Expenses Multiplier	1.05
	Professional Services Start/End Date	(3/2022)/ (7/2023)

SCOPE OF SERVICES

Only services marked with an "X" are included in the Scope of Services.
Services not marked can be provided as Additional Services if requested. Services not listed are excluded.

Disciplines included in Scope of Services (See following sections for specific tasks):

- ☒ Mechanical
- ☒ Electrical
- ☒ Plumbing
- ☒ Fire protection – performance specification
- ☐ Refrigeration
- ☒ Acoustics
- ☒ Audio-Visual
- ☒ Security
- ☒ Architectural lighting
- ☒ Telecom
- ☐ Broadcast
- ☐ Energy Modeling

Document Submittals:

- ☒ Schematic Design
- ☒ Design Development
- ☒ Construction Documents Review – 50%
- ☒ Construction Documents Review – 98%
- ☒ 100% Construction Documents/ Permit
- ☐ Design based on prototype provided by client
- ☐ This project is intended to serve as a prototype for use in the design of subsequent projects.

Specifications Format:

- ☐ Specifications on drawings
- ☒ MasterFormat book specifications

BIM:

- ☐ Develop BIM Execution Plan
- ☐ Export Clash Detection Views
- ☐ Perform Clash Detection
- ☐ Host BIM Coordination Meetings

Compliance Documentation:

Refer to Energy Modeling section for services relating to performance path energy code compliance.

- ☒ ASHRAE 90.1 or IECC Energy Code compliance form completion for MEP systems (prescriptive path only).
- ☐ Mall or landlord forms
- ☐ Permit application forms

LEED™:

Refer to Energy Modeling section for services relating to building simulation for building certification programs.

- ☒ Design to the requirements of a LEED rating system is excluded.

WELL™ Building Standard:

Refer to Acoustics section for services relating to acoustics services relating to WELL rating system requirements.

- ☒ Design to the requirements of a WELL rating system is excluded.

Schematic Design Phase:

Refer to Meetings and Travel Time for additional services included within this phase.

- ☒ Basis of design narratives
- ☐ Construction document sheet index
- ☐ Major equipment sizing and location plan
- ☐ Preliminary equipment room sizing
- ☐ Chase sizing estimates (based on rules of thumb)
- ☐ Plenum space allocation analysis
- ☒ Preliminary site plan showing utility connection points
- ☐ HVAC zoning plan
- ☐ HVAC Controls system integration philosophy
- ☒ Define lighting level criteria
- ☐ Establish preliminary sanitary/storm invert elevation
- ☐ Create as-built drawings of existing conditions

Design Development Phase:

Refer to Meetings and Travel Time for additional services included within this phase.

- ☐ Demolition drawings
- ☒ Electrical single-line Diagrams
- ☒ Mechanical single-line Diagrams
- ☒ HVAC load calculations
- ☐ Incorporate smoke evacuation concept (concept provided by 3rd party code consultant). Excludes rational analysis.
- ☒ Equipment cut sheets
- ☒ Equipment plans
- ☒ Interior lighting design services
 - Refer to Energy Compliance Documentation section for associated scope.
 - Refer to Architectural Lighting section for associated scope.
 - Items not marked will be provided by the architect, owner or other 3rd party consultant and will not be signed/sealed by Henderson.
- ☒ Normal lighting layout
- ☒ Emergency lighting layout
- ☐ Coordinate lighting layout with a separate specialty lighting designer
- ☒ Normal lighting selection/specification

- ☒ Emergency lighting selection/specification
- ☒ Coordinate lighting selection/specification with architect or separate specialty lighting design
- ☒ Lighting controls
- ☒ Lighting circuiting
- ☒ Exterior façade lighting design services
 - Refer to Energy Compliance Documentation section for associated scope.
 - Refer to Architectural Lighting section for detailed information on associated scope.
 - Items not marked will be provided by the architect, owner or other 3rd party consultant and will not be signed/sealed by Henderson.
 - ☒ Normal lighting layout
 - ☒ Emergency lighting layout
 - ☒ Coordinate lighting layout with a separate specialty lighting designer
 - ☒ Normal lighting selection/specification
 - ☐ Emergency lighting selection/specification
 - ☒ Coordinate lighting selection/specification with architect or separate specialty lighting design
 - ☒ Lighting controls
 - ☒ Lighting circuiting
- ☒ Exterior site lighting/ Parking Lot Lighting design services
 - Refer to Energy Compliance Documentation section for associated scope.
 - Refer to Architectural Lighting section for detailed information on associated scope.
 - Items not marked will be provided by the architect, owner or other 3rd party consultant and will not be signed/sealed by Henderson.
 - ☒ Normal lighting layout
 - ☐ Emergency lighting layout
 - ☐ Coordinate lighting layout with a separate specialty lighting designer
 - ☐ Normal lighting selection/specification
 - ☐ Emergency lighting selection/specification
 - ☐ Coordinate lighting selection/specification with separate specialty lighting design
 - ☒ Lighting controls
 - ☒ Lighting circuiting
- ☒ Device layout (for a single typical room)
- ☒ Zone terminal unit layout
- ☒ Preliminary equipment and lighting schedules
- ☒ Two line duct/pipe mains in/out chases
- ☐ Typical floor section
- ☒ Details
- ☒ Specifications table of contents
- ☒ Roof drain riser location and slope height requirement
- ☐ Dust Collection equipment plan
- ☐ Specialized exhaust equipment plan

Construction Document Phase:

Refer to Meetings and Travel Time for additional services included within this phase.

- ☒ HVAC Piping plans (if required)
- ☒ HVAC duct plans
- ☒ Ventilation calculations
- ☒ Air balance calculations
- ☒ Electrical power plans
- ☒ Interior lighting plans
- ☒ Exterior facade lighting plans
- ☒ Exterior site lighting plans
- ☒ Plumbing piping plans
- ☒ Plumbing riser diagram
- ☒ Final specifications
- ☒ Final calculations
- ☒ Final schedules
- ☒ Final details
- ☒ Final HVAC control sequences and setpoint matrix
- ☒ Refer to section below for Telecom detailed services
- ☐ Extension of utility site services to area of work
- ☒ Generator power design

System Purpose

- ☐ Healthcare EPSS (NEC Art. 517)
- ☒ Emergency (NEC Art. 700)
- ☐ Legally Required (NEC Art. 701)
- ☐ Standby (NEC Art. 702)

Installation Type

- ☐ Permanently installed
- ☐ Temporary/Portable installation
- ☐ Design for UPS / back-up power
- ☒ Lightning protection performance specification
- ☐ Dust Collection plans
- ☐ Specialized exhaust system plans

Coordination Services

Consultants' deliverables must be provided to Henderson at least 5 working days prior to any Henderson deliverable issue date influenced by the consultant content. Refer to Meetings and Travel Time for additional services included within this phase.

- ☐ Coordinate lighting design provided by architect, owner, or 3rd party lighting consultant
- ☐ Coordinate with IT, security, AV consultant
- ☒ Coordinate with food service consultant
- ☐ Coordinate with 3rd party commissioning agent
- ☐ Coordinate with 3rd party code consultant
- ☐ Coordinate with 3rd party medical equipment consultant

Bid/Negotiation Phase

Refer to Meetings and Travel Time for additional services included within this phase.

- ☒ Respond to Bidder Questions
- ☐ Bid Review and Analysis

Limited Construction Administration Services

Refer to Meetings and Travel Time for additional services included within this phase.

- ☐ Participate in weekly construction conference calls. Presuming [#] week(s) in schedule and [#] hour(s) per call.
- ☐ Respond to construction RFI's within [5] business day(s) of receiving construction RFI at Henderson.
- ☐ Review submittals within [10] business day(s) of receiving submittals at Henderson. (maximum of [2] review(s) per submittal)
- ☐ Review O&M manual within [10] business day(s) of receiving O&M manual at Henderson. (maximum of [1] review(s)) for general inclusion of all required items.
- ☐ Review Test & Balance report within [10] business day(s) of receiving report at Henderson. (maximum of [1] review(s))
- ☐ Review contractor as-built drawings (including up to [1] review(s) of each system). Reviews limited to adherence to owner required format and general knowledge of the project.
- ☐ Prepare record drawings to include all issued addendums, change orders requiring drawing updates, and construction RFI's requiring drawing updates.
- ☐ Review and comments on [#] cost estimate(s). Reviews limited to comments on quantities and general system level costs based on past experience. Review is contingent on adequate back-up documentation from contractor/ estimator.

Studies:

- ☐ MEP existing conditions analysis
- ☐ Opinion of probable construction cost
- ☐ Opinions of probable luminaire cost
- ☐ Fault-current study
- ☐ Electrical coordination study
- ☐ Arc flash study
- ☐ Computational Fluid Dynamics (CFD) fire modeling
- ☐ Smoke control rational analysis report. Excludes fire modeling.
- ☒ Lightning protection risk analysis
- ☐ Infection Control Analysis

Fire Protection:

- ☒ Fire Alarm performance specification with device layout
- ☐ Fire Alarm design drawings with wiring, voltage drop and battery calculations

- ☒ Fire Sprinkler performance specification only (No sprinkler layout)
- ☐ Fire Sprinkler drawings with sprinkler layout and performance specification
- ☐ Fire Sprinkler design drawings with sprinkler locations, pipes and hydraulic calculations
- ☐ Fire Pump design

Architectural Lighting:

- ☒ Interior architectural lighting design services
- ☐ Exterior façade architectural lighting design services
- ☒ Exterior site architectural lighting design services
- ☒ Coordination Meetings: 1 in-town
- ☒ Design intent narrative
- ☒ Lighting Concept Design
- ☒ Lighting layout documents
- ☒ Light fixture cut sheets
- ☐ Lighting control intent diagrams
- ☐ Lighting Calculations
- ☐ Development of custom luminaires
- ☐ Full or partial scale lighting mockups
- ☐ Lighting photometric calculations
- ☐ Lighting detail sketches
- ☐ On-site aiming of lighting fixtures: [#] site visit(s)
- ☐ On-site programming: [#] site visit(s)

Audio-Video (AV):

- ☒ AV System design
 - ☒ Event and Classroom Space
 - ☐ Existing Building
 - ☒ Main Lobby
 - ☐ Kitchen Facility
 - ☒ Gym
- ☐ Sound masking system design
- ☒ Television distribution design
- ☐ Sound system design
- ☐ Digital signage system design
- ☐ IPTV (internet protocol television) design
- ☐ AV systems commissioning

Physical Security:

- ☒ Access control system design
- ☐ Door intercom system design
- ☐ Programmable logic controller (PLC) detention control system design.
- ☐ Emergency/blue light phone system design
- ☒ Intrusion detection system design
- ☒ Video surveillance system design
- ☐ Physical Security Risk Assessment

Telecom:

- ☒ Interior structured cabling system design
- ☐ Outside plant structured cabling system design
- ☐ Wi-Fi system design

- ☐ "HEAT" mapping
- ☐ Grid Layout
- ☐ Network electronics system specification
- ☐ Telephone system specification
- ☐ Distributed Antenna System (DAS)
 - ☐ Cellular
 - ☐ Public Safety Radio (First Responders)
- ☐ Intercom system design
- ☐ Area-of-Refuge system design
- ☐ Cabling for AV and Security designed by others

Acoustics:

- ☐ On-site acoustical assessment of existing spaces: [#] site visit(s)
- ☐ Environmental noise assessment: [#] site visit(s)
- ☒ Recommendations for room acoustics and/or reverberation control
- ☒ Recommendations for sound isolation
- ☐ Acoustic modeling and auralization
- ☒ Review architectural documents relating to acoustics
- ☒ Recommendations for sound retarding doors and/or operable partitions
- ☒ MEP systems noise control guidelines
- ☒ Review MEP systems documents relating to noise
- ☐ Building vibration assessment
- ☐ Acoustic commissioning
- ☐ [1] Acoustical Construction Site Visit

Broadcast:

- ☐ Venue broadcast prewire
- ☐ Venue broadcast control rooms design
- ☐ Sports complex broadcast design
- ☐ Post-production (edit suite) design
- ☐ Television studio design
- ☐ Broadcast system commissioning: [#] site visit(s)

Energy Modeling:

- ☐ Benchmarking and climate analysis
- ☐ Conceptual Design phase – Simple Box modeling
- ☐ Conceptual Design phase – Energy Model Massing studies. Includes up to 3 alternatives
- ☐ Schematic Design phase Load Reduction energy modeling
- ☐ Schematic Design phase HVAC System Selection energy modeling
- ☐ Schematic Design phase LEED v4: IP credit Integrative Process modeling
- ☐ Design Development phase energy modeling

- ☐ Contract Document phase – Rating system energy modeling
 - ☐ LEED v4: EA credit Optimize Energy Performance
 - ☐ Other Rating System: _____
- ☐ Contract Document phase – energy code performance path compliance modeling
 - ☐ ASHRAE 90.1 / IECC energy code
 - ☐ California Title 24 Part 6 energy code
- ☐ As-Built Energy Modeling. (not calibrated)
- ☐ Post-occupancy / calibrated energy modeling
- ☐ Shading analysis
- ☐ Life Cycle Cost Analysis (LCCA / LCA). Completed with First Cost and O&M Costs by others.

Meetings and Travel Time

These numbers include the numbers for meetings and observations referenced elsewhere in the document.

- ☒ Perform [1] initial site observation visit with report. (MEPFP)
- ☒ Participate in [3] in-person client workshops (1-SD, 1-DD, 1-CD). Participate in [3] virtual client workshops (1-SD, 1-DD, 1-CD).
- ☐ Attend [#] pre-bid meeting(s).
- ☐ Attend [#] bid opening meeting(s).
- ☐ Attend [#] on-site construction meeting(s).
- ☐ Perform [construction site observation visits with report.

Additional Services

The services listed under Scope of Services which are not checked may be considered additional services. Additional services shall be provided only upon authorization by the Client and shall be paid for by the Client as hereinafter provided. Fees will be invoiced on a time and expense basis for any Additional Services authorized in writing by the Client, and will be invoiced separately at the following standard hourly rates. Other additional services may include, but are not limited to:

- Modifications to base building utilities or utility improvements to space.
- Evaluation of substitutions requiring review of calculations and/or significant system change including impact on additional building systems/architecture.
- Value engineering.
- Responses to construction RFIs where such information is available to the contractor.
- Services made necessary due to default or insufficient work of a contractor.
- Envelope compliance documentation based on architect's proposed design.
- BIM Renderings.
- Design of theatrical/stage lighting.
- Photorealistic renderings of lighting designs.
- Under-slab or underground package for submittals or permit.
- Equipment procurement packages.
- Siphonic Storm Systems design.
- Foundation Drainage design.
- Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Consultant is party thereto.
- Design of broadcast lighting.
- Storm water design.
- Documentation of, or modification to, base building utilities within tenant space which services other spaces.
- Street lighting.
- Solar hot water system design.
- Photovoltaic power system design.
- Lightning protection design.
- Wind power system design.
- Mock-ups.
- Daylighting modeling or design.
- Computational fluid dynamics (CFD) modeling applications not explicitly listed elsewhere.
- Preparation or modification of BIM model for the purpose of integration into computer maintenance management system (CMMS).
- Involvement in Water Management Program.

Assumptions

Basis of Proposal

The Scope of Services above is based on the information provided to Henderson as of the date of this proposal. Changes to the scope, changes in conditions, additional information, or redesigns may necessitate additional services.

Plan documents

Plans are generally coordinated with other disciplines but minor clashes may still exist. It is the expectation of Henderson that an installation contractor will be retained to cross check final equipment and component dimensions once they have completed the submittal process. Specifications and/or details will include some accessories that are not shown on plans due to scale limitations. Plumbing plans cover components within 5'-0" outside of the building and do not include foundation drainage.

BIM Assumptions

Definition of BIM Model

Building Information Model (Model) is a digital representation of physical and functional characteristics of a facility. A Model is a shared knowledge resource for information about a facility forming a reliable basis for decisions during its life-cycle; defined as existing from earliest conception to demolition.

Level of Development (LOD):

In general terms, systems covered by this scope of work are graphically represented within the Model as a specific system, object, or assembly with approximate quantities, size, shape, location, and orientation (LOD 300 as defined by AIA Document G202-2013). Model content is limited to show the routing and installation intent of building systems and is generally coordinated with the architectural design and design of other consultants. Final coordination is the responsibility of the installation contractor.

Authorized Uses are Limited to the Following:

The Model is suitable for general clash detection with other consultants' elements and systems. If the Model is used to generate quantity take offs for cost estimating purposes, there is no guarantee of completeness or accuracy. When conflicts arise, the contract documents take precedence over the Model. The Model may be used to show ordered, time-scaled appearance of majority of detailed architectural and other consultants' elements and systems. The Model and its content may only be used as stated above and only for this Project. It may not be used for any other purpose without first obtaining Henderson's written permission.

Copyright and Distribution:

Henderson is not transferring its copyrights or other rights in the Model or the Model content. The Client will be given a license to use the Model for the Authorized Uses listed above. The recipient may not distribute the Model or the content of the Model, to any other person or entity, including contractors or other consultants on the Project, nor may it be shared with anyone within the Client's organization who does not have a need to access it for the listed uses on this project without the written consent of Henderson.

BIM Execution Plan (BEP)

As soon as is practicable, but in no event later than thirty (30) days after the execution of the Contract between the Owner and the Construction Manager, all Project Participants shall meet, confer and use their best efforts to agree upon the terms of or modifications to a BIM Execution Plan. In the event of a conflict between this contract and the BEP, this contract shall control unless all parties agree in writing to adopt the BEP.

Facility Management Integration Excluded

The Model will be used to represent the design intent for reference on this Project only. The Model is not intended to be used for data integrated into a Computerized Maintenance Management System (CMMS). It is not intended to be used for ongoing operations. This service use can be provided as an additional service.

Level of Assumed Reliability

Unless otherwise stated in the agreed BEP, the reliability of existing objects is assumed to be Level 0 as defined below.

- Level 0 – Object location is based on as-built information. Henderson is not responsible for accuracy of assumed object locations.
- Level 1 – Object location is based on Radar scanning, Lidar scanning, or Photogrammetry identified

information. Henderson is entitled to rely on provided information with the assumption that scanned objects are within 6 inches of their indicated location. Properties of and data associated with scanned objects are not verified.

- Level 2 – Object location is based on Level 1 plus physical verification of object properties.

Expert Witness

Expert witness services and other services related to legal proceedings are explicitly excluded from this Agreement.

Hygrothermal Analysis

Hygrothermal Analysis services and other services related to vapor barriers are explicitly excluded from this Agreement.

Fee Details

All Compensation to be in US Dollars net of tax

Reimbursable Expenses

Client shall reimburse Henderson, at the multiplier listed in the Fee Detail, for reimbursable expenses necessarily incurred by Henderson in relation to the Project. Reimbursable expenses include, but are not limited to:

- a. Travel expenses including, but not limited to, airfare, lodging, airport parking, and car rental.
- b. Automobile mileage, required to meet Project meeting requirements and site visit requirements, calculated at the current published IRS standard mileage rate.

HOURLY RATE SCHEDULE - \$ per hour

Engineering Rates

Director and Executive	215-230
Practice / Technical Manager	195-200
Project Manager	185-195
Senior Engineer/Designer	185
Lead Engineer/Designer	160
Engineer / Designer III	145
Engineer / Designer II	130
Engineer / Designer I	120
Site Observation Specialist	115
BIM Technician	90
Project Administration	85-90

Construction Management + Commissioning

Director and Executive	215-230
Construction Management	210
Pre-Construction Management	160
Project Development	155
Commissioning Manager / Agent	165
Technician	130
Estimator	155
Project Administration	85-90



CONSTRUCTION COST CONSULTANTS

SCOPE OF WORK TUMBLEWEED RECREATION CENTER EXPANSION Chandler, Arizona

We anticipate the provision of estimates at SD, DD, and 98% CD with an updated estimate at 100% CD.

Furniture budgeting will be incorporated into the estimates which will be based on budget information provided by BRS interiors staff.

As set forth in the BRS Consulting Template dated February 11, 2022, in addition to the provision of estimates at the four above-mentioned phases, we anticipate, as instructed in the BRS Template, providing an additional 20 hours throughout the design process for miscellaneous estimating, detailed review of CMGC periodic estimates and feedback for review, and provision of overall project budget cost control of the owner's project budget.

As requested in Bill Clifford's email of March 15, 2022, we will participate in estimate reconciliation meetings with the CMAR at the SD, DD, and CD phases.

The following is a brief outline of our typical procedures for providing design phase cost control and cost estimating services.

Schematic Design Phase:

Provide a preliminary estimate based on outline drawings and specifications to ensure that the proposed design falls within the estimated budget. The estimate will be prepared by way of measuring all major components of the work and pricing at unit prices applicable to a competitively bid project in the appropriate geographic area.

Estimate unit pricing will be compiled and cross-checked from a number of sources. Pricing will be initiated using our in-house data files from previously completed similar projects. Some unit prices will be re-calculated in-house using current local prevailing wage scales and materials prices solicited from local vendors. Other prices will be checked by soliciting installed unit prices for materials/systems from local specialist sub-contractors. Finally, pricing will be cross-checked against RS Means construction cost manuals adjusted to the local market. Data from the Means manuals is used to supplement general and project-

specific cost information solicited from contractors, subcontractors and product vendors.

Quantities and pricing are subject to a parametric analysis and checked against cost models for projects of a similar function and size to ensure that there are no inconsistencies in the estimates.

The estimate will be presented in an elemental/systems format and will form the cost plan that is the base of all subsequent construction cost control during the design process. The financial impact of any proposed design changes can be readily assessed by reference to the cost plan.

Design Development Phase:

During detailed design of the various functional elements we will provide continuous cost control. The design of each element is analyzed and the cost is checked with the cost plan, and the impact on the overall budget is noted. If a proposed design solution will result in a budget overrun, we will advise the owner and the designer of potential savings that will bring the overall cost projection back within the established budget.

At completion of design development documents we will prepare the design development estimate submittal. The estimate will be prepared by way of detailed measurement of all major components of the work and pricing at unit prices applicable to a competitively bid project in the appropriate geographic area. We will present this estimate in an elemental/systems format, as this better facilitates analysis of the estimate and comparison with systems costs for similar projects. The cost analysis is a further check on the accuracy and structure of the estimate.

It is usually at this stage that we work with the design team to prepare a list of additive alternates to the proposed base bid design package. This alternate list serves two primary functions. The first is as a shopping list for additional items the owner would like incorporated into the project but for which there may not be sufficient funding. Secondly, by identifying some materials/systems as alternates and reducing the base bid package size we can create an additional degree of comfort in a volatile bidding climate that the base bids will definitely be under the project budgets. We usually recommend that alternates are structured to involve a minimum number of subcontractors/suppliers to limit possible confusion during bid preparation and to ensure the receipt of the best possible bids by maximizing contractor comfort.

98% Construction Document Phase:

We will provide a final cost check on the substantially complete working drawings to assess the impact of possible changes in the bidding climate such as major unexpected labor or material cost increases. This estimate can also be presented in the CSI format to assist the designer and owner in the analysis of bids and the checking of contractors' payment schedules.

100% Construction Document Phase:

We will update the 98% Construction Document phase estimate based on any new information or changes reflected on the 100% Construction Documents.

TUMBLEWEED RECREATION CENTER EXPANSION, Chandler, Arizona
Blundall Associates, Inc. - Construction Cost Consultants

REVISED MARCH 17, 2022, TO REFLECT REQUESTED CHANGE IN SCOPE

Role	Hourly Rate	30% SD		60% DD		98% CD		100% CD	
		Hours	Fee	Hours	Fee	Hours	Fee	Hours	
Principal	\$ 175.00	8.00	\$ 1,400.00	12.00	\$ 2,100.00	16.00	\$ 2,800.00	2.00	\$
Project Manager/ Sr. Estimator	\$ 135.00	16.00	\$ 2,160.00	16.00	\$ 2,160.00	20.00	\$ 2,700.00	2.00	\$
Estimator	\$ 80.00	24.00	\$ 1,920.00	40.00	\$ 3,200.00	48.00	\$ 3,840.00	8.00	\$
			\$ -		\$ -		\$ -		\$
CMAR Reconciliation	\$ 135.00	4.00	\$ 540.00	6.00	\$ 810.00	8.00	\$ 1,080.00		\$
			\$ -		\$ -		\$ -		\$
			\$ -		\$ -		\$ -		\$
Total		52	\$ 6,020.00	74	\$ 8,270.00	92	\$ 10,420.00	12	\$ 1,260.00

Fee Proposal Summary:	Estimating
30% SD	\$ 6,020.00
60% DD	\$ 8,270.00
98% CD	\$ 10,420.00
100% CD	\$ 1,260.00
Miscellaneous Estimating - 20 Hrs	\$ 2,800.00
Total Fee	\$ 28,770.00



February 17, 2022

Revised: April 4, 2022

Project: **P2022042 Tumbleweed Recreation Center**

Reference: **Topographic Survey & Control Mapping**

Bill Clifford R.A. LEED AP Associate, Project Manager
BARKER RINKER SEACAT ARCHITECTURE
O 303.455.1366 ext. 163 brsarch.com

RLF Consulting is pleased to submit this proposal for Land Surveying Services

Our scope and fee are based on the following assumptions:

- The project area contains approximately 8.5 acres of land.
- The following Parcels are included as part of this proposal for reference to the Maricopa County Assessors data (APN), 303-33-004B
 - Owner Name: CHANDLER CITY OF
 - Property Address: 745 E GERMANN RD CHANDLER 85286
 - Mailing Address: PO BOX 4008 MS 606 CHANDLER AZ 85244
 - Deed Number: 940515043
- The Deed & or Plat of record shall be used for the proposed of defining the subject parcel(s)
- The Horizontal Datum will be based on the Arizona Coordinate System, 1983, (Central) Zone
- The Vertical Datum will be based on NAVD 88 City of Chandler

Task 001 – Topographic Survey & Control Mapping

- Verify horizontal and vertical control
- The subject parcel boundary shall be verified and referenced to the deed of record and depicted on the survey to include review of record data and perform calculations for the determination of the boundary / right-of-way of the subject parcel and conduct a field survey of the subject property to recover any available evidence of the boundary for the purpose of defining the right of way
- The limits of topographic survey consist of the subject parcel(s) area , attached.
- Provide site topography to include contours at 1-foot intervals, with spot elevations at critical locations (i.e. high points, low points, at top and bottom of curb line, edge of pavement, etc.).
- Locate existing planimetric features and visible utilities to include sewer manholes, water valves, grates, inlets, and other features as delineated on the aerial exhibit.
- Plot easements, lease areas or other documents of record as provided by the client.
- RLF will use traditional survey methodology to produce 3D models to produce topographic mapping.



Task 002 - Underground Utility Locating

- RLF will obtain underground utility information utilities (private and public) located, including flowlines where applicable, in survey area and to the next structure upstream/downstream beyond the survey area.

Project deliverables-

- 2D/3D CAD Basemap in Civil 3D format. | DTM Surface in Civil 3D format. | xml surface data | Georeferenced Ortho Image ASCII Point Files | Sealed Topographic Survey sheet and Control Meta data

Proposed Fee

Task 001 - Survey Fee.....\$9,500.00

Task 002 – Underground Utility Locating Survey Fee..... \$2,400.00

Sincerely,

RLF CONSULTING, LLC

Mike Fondren PLS
2165 W. PECOS RD STE. 5 | CHANDLER, AZ 85224
D. (480)719.7196 | Main. (480) 445.9189
1101 W. Grant Rd. Suite 208 | Tucson, AZ 85705
o. (520) 230-7753 | c. (480) 550-2649
WWW.RLFCONSULTING.COM

ACCEPTED BY:

Print Name

Date

RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.

ATTACHMENT "A" Proposal for Geotechnical Engineering Services

For: Barker Rinker Seacat Architecture

RAMM Project No. PG22209; Revised: April 7, 2022

PROJECT: Tumbleweed Recreation Center Expansion
745 East Germann Road
Chandler, Arizona

DESCRIPTION:

The proposed project will consist of building additions to the existing Tumbleweed Recreation Center, new adjacent paved parking and drives, and possibly new solar canopies within the existing Tumbleweed Park in Chandler, Arizona.

SCOPE OF SERVICES:

1. Test borings will be performed to determine subsurface conditions and obtain representative samples for laboratory analyses. Three test borings 15 feet in depth or prior auger refusal is proposed in the building addition areas and two test borings 15 feet in depth in the new paved parking / solar canopy areas. The use of a private locator is also anticipated. Public utility clearance will be requested through the Bluestake Center. Site access, privately owned on-site utility locations, and associated costs are the responsibility of the owner and/or agreeing party. RAMM, its employees, subcontractors and other agents cannot be held responsible for damages to buried facilities, utilities, and/or structures which are untraceable and/or unidentified by the owner and/or agreeing party.

2. Laboratory analyses of representative samples will include:

Moisture Content and Dry Density
Compression
Swell
Minus No. 200 Sieve and Plasticity Index
Soluble Sulfates and Chlorides

3. The field and laboratory data will be used in engineering evaluation and analyses to formulate our geotechnical recommendations.

4. An Engineer's report will be provided presenting the results of the field and laboratory testing, and recommendations for foundation support (including footing types, depths, bearing capacities, and estimated settlements), lateral earth pressures, site development, site classification, materials suitability, site grading and preparation procedures, corrosion potential of site soils to concrete, and thickness of on-site pavements.

RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.

ATTACHMENT "A" Proposal for Geotechnical Engineering Services

For: Barker Rinker Seacat Architecture

RAMM Project No. PG22209; Revised: April 7, 2022

PROJECT: Tumbleweed Recreation Center Expansion
745 East Germann Road
Chandler, Arizona

COMPLETION TIME:

Final report approximately 5 to 7 weeks after authorized to proceed.

Completion time is contingent upon utility clearance and field exploration coordination.

FEE:

We will complete the proposed geotechnical supplemental services for a lump sum fee of \$3,350.00



Foodservice Design Professionals

Dallas: 972.245.5300
Houston: 281.350.2323

April 6, 2022 REVISION II

PROJECT: Tumbleweed Recreation Center (TRCE)

OWNER: City of Chandler, AZ

TO: Bill Clifford
Barker Rinker Seacat Architecture (BRS)
3457 Ringsby Court
Unit 200
Denver, CO 80216

FROM Foodservice Design Professionals
Lance Brooks
2655 Villa Drive, Suite 233.
Farmers Branch, Texas 75234

Our proposal includes the professional services as listed in Article 1.0 through 8.0 necessary to design, plan, and coordinate the Foodservice Areas for the above referenced project. In addition, it includes all Administrative and Contract Administration services, from Schematic Design through Construction Administration. These services are hereinafter known as the "Basic Services." It is prepared and offered by Foodservice Design Professionals, hereinafter known as the "Consultant," to "Barker Rinker Seacat Architecture" hereinafter known as the "Architect." Our proposal is intended to form the basis of an agreement between the "Architect" and the "Consultant" for the services and fees.

SCOPE OF PROJECT:

The Foodservice areas and criteria described hereafter are to form the scope of the work to be performed by the Consultant. They are in accordance with our understanding of the Owner's needs and project requirements.

AREAS TO BE DESIGNED AND CRITERIA:

- Scope of work: Design Services Only SD-CD. Design production kitchen to accommodate the Senior Ctr Facility. The fee includes facility assessment and documentation of the existing kitchen facility. This fee accommodates the proposed equipment budget of \$300,000.00.

EXCLUSIONS:

We exclude from our proposal any Foodservice areas or criteria not defined or the following items:

- Utensils, tabletop supplies and equipment otherwise known as Smallwares.
- Interior Design related to the foodservice areas.
- Office furniture and equipment, communications and point of sales (POS) systems, etc.
- Dining room furnishings and equipment.



1. GENERAL:

1.1 Full services will be provided for Foodservice systems which shall include but not be limited to consultation and review, full-service design, preparation of Construction Documents including detailed technical specifications, assistance in analysis of Construction Bids, Construction Administration, and Code Analysis.

1.2 For the purpose of maintaining continuity, we propose to designate project responsibilities to representatives of the firm who shall be authorized to act on our behalf.

Project Administrator/Designer: Lance Brooks

Assistant Project Manager: Megan Johnson

1.3 Our services will be performed in a manner, sequence, and timing so as to be coordinated with the Owner's requirements and services of the Architect and other Consultants.

1.4 We will prepare and provide progress copies of reports, drawings, specifications and other documents for Architect/Consultant coordination and Owners' review at intermediate intervals and each phase of progress. The documents may include on request a current budget or cost estimate for our part of the work, based on the current drawings and specifications. The Consultant, the Owner and/or their agents, Architects and other Consultants shall review the documents for design intent and estimated budget conformance. The Owner, Architect or their agents will issue a written approval and notice to proceed, and/or instructions for changes or modifications. Changes and/or modifications when required will be incorporated, reviewed and approved in writing before proceeding to the next phase of the project.

1.5 We propose to provide all design drawings and documents in the Architects' format or typical CSI three-part format for specifications.

1.5.1 Drawings, including equipment plan, utility plans, elevations, sections and details will be prepared using Revit on the Architect's standard sheet size, title block and drafting standards.

1.5.2 All documents may be furnished in their native electronic format on request.

1.6 The Consultant agrees to enter into a Standard AIA Contract Document Agreement between the Architect and Consultant, if required.

2. ARCHITECTS OR OWNERS RESPONSIBILITIES: Provide the Consultant with reasonable promptness at the appropriate phase all required information regarding this Part of the Project as outlined hereafter and as specified.

2.1 Pertinent preliminary and updated Revit or reproducible Architectural background base sheets at intermediate intervals and phases of the project when necessary to communicate a spatial description of the foodservice areas and/or any changes to the space which will affect the Work of the Consultant.

2.2 Project Information provided by the Architect of Record including:



- Project directory including all primary code and Jurisdictional Authorities, Consultants, Designers, Engineers, Architects, Contractors and Owner's Representatives.
 - Initial Foodservice equipment estimated budget.
 - Project Revit, graphic and quality control standards and policies.
- 2.3 Pertinent building construction details, mechanical, electrical, plumbing and structural characteristic of the building or site, which affect the work of the Consultant.
- 2.4 Architect/Owners' design standards for Foodservice materials and equipment if applicable.
- 2.5 Foodservice operations program and planning documents outlining the following if available:
- Menu and operational concepts.
 - Staffing requirements.
 - Hours of operations.
 - Anticipated types, numbers and frequencies of persons to utilize operation.
 - Objectives of the Foodservice operation.
 - Special materials, production, and delivery requirements.
 - Historical data for current operations.
 - Spatial program for all Foodservice areas.
- 2.6 Owner operational and maintenance standards.
- 2.7 Insurance underwriter criteria.
- 2.8 Architects/Owners' schedule for the project.
- 2.9 The Architect/Owner will render decisions in a timely manner pertaining to design and document submittals prepared by the Consultant in order to avoid unreasonable delays in the orderly and sequential progress of the Consultant's Work. Architect/Owner's agent or representative shall issue any instructions, approvals, changes, modifications or directives to the Consultant in writing and in a timely matter.
- 2.10 The Architect shall provide the Consultant with a complete set of Contract Documents and/or a set of all Contract Documents pertaining to this portion of the work for their records at no cost to the Consultant. In addition, the Consultant shall be provided with copies of all Bids for this Part of the Work, Contracts, correspondence, change orders, and other documentation which may affect the Work performed by the Consultant.
- 2.11 The Architect shall submit drawings for this project during Permit to all local jurisdiction permitting authorities as required. Any foodservice related comments from permitting authorities shall be forwarded to the Consultant for response.
- 3. CONCEPTUAL OR PRE-DESIGN PHASE:** Consultant proposes to provide the following services during this phase of the project.
- 3.1 To attend meetings, *as specified in Section 9.1*, to consult with the Owner and/or their agents, Architects, Foodservice personnel, Administrators and Consultants.
- 3.2 To gather and analyze all data pertinent to defining the scope of the overall requirement and scope of the Foodservice operations.



4. **SCHEMATIC DESIGN PHASE:** Consultant proposes to provide the following services during this phase of the project.
 - 4.1 To attend project meetings, as specified in Section 9.1, and assist the project team in confirming or formulating design capacities, menu/concept definition, design, schedule and operation systems identification. Further to review the architectural and interior design goals and requirements and make any recommendations needed to coordinate the work of the Architect and other Consultants.
 - 4.2 To prepare conceptual, schematic design studies, drawings, sketches, narratives or other illustrations necessary to indicate the utilization of space within the foodservice areas.
 - 4.3 To prepare a Schematic Design drawing of the Foodservice areas, along with a preliminary list for Foodservice Materials and Equipment based upon the basic concepts. The list may be used to locate and identify in preliminary form, distinct materials and equipment, options, features, etc., and provide the basis for a preliminary estimated budget.
 - 4.4 To prepare a final Schematic Design study of the Foodservice areas along with the preliminary estimated budget for review and approval by the Owner.
5. **DESIGN DEVELOPMENT PHASE:** Consultant proposes to provide the following services during this phase of the project.
 - 5.1 To attend Design Development meetings, as specified in Section 9.1, with the Owner, their agents, Architects, and Consultants as necessary to review and coordinate the design work.
 - 5.2 To prepare Design Development drawings and illustrations detailing and scheduling all Foodservice areas and their functional aspects with relationship to the program.
 - 5.3 To prepare a project manual for in-house use only which shall contain manufacturer's catalogue sheets or other illustrations as may be necessary to indicate the equipment selections, components and general construction standards. Components will be keyed to the drawings and will describe the quantities, options, features and utility requirements. The document will include a check list of all items requiring coordination of the Architect/Owner and their Consultants and an outline specification for the work to be performed.
 - 5.4 To review, develop design details, and coordinate with the interior designer and Architect/Owner the Foodservice equipment, materials and areas.
 - 5.5 To provide an updated estimated budget for the Foodservice equipment for approval by the Architect and Owner based on the Design Development documents.
 - 5.6 To review all national, state and local codes governing Foodservice facilities at the Project site and to make recommendations for compliance.
 - 5.7 To work with an Engineer to confirm compliance with all applicable local and state laws, if required.
6. **CONTRACT DOCUMENT PHASE:** Consultant proposes to provide the following services during this phase of the project.



- 6.1 To attend design meetings, as specified in Section 9.1, with the Owner, their agents, Architects and Consultants to properly coordinate the Contract Documents.
- 6.2 Based on the approved Design Development documents and any further adjustments in the Scope or quality of the Project or in the Project estimated budget authorized by the Owner or Architect, we will prepare for approval, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project.
 - 6.2.1 The drawings will indicate the size and location of all equipment, equipment schedules, utility schedules and special general construction requirements which are directly related to the function of the Foodservice equipment. Additionally, drawings shall include all necessary equipment elevations, sections and details.
 - 6.2.2 The specifications will describe all requirements for equipment and materials procurement, contractor's responsibilities, and performance standards necessary to receive competitive bids on the work to be performed in conjunction with these services.
 - 6.2.3 All services provided will comply with federal, state and local codes, regulations and agencies having jurisdiction at the project site. Foodservice Design Professionals will provide all plans and specifications to the Architect/Owner for their submission to code and jurisdictional authorities for plan review, approval and permitting.
- 6.3 Provide an updated estimated budget for the Foodservice equipment.
7. **NEGOTIATING PHASE:** Consultant proposes to provide the following services during this phase of the project.
 - 7.1 Provide a list of qualified bidders for the project and to assist the Owner or Architect in the obtaining of bids or negotiated proposals for the Foodservice work.
 - 7.2 Provide written document interpretations, clarifications, addendums or changes required for this Part of the Work.
 - 7.3 To consult with or assist the Architect/Owner in evaluating the bids and contractors for this part of the work.
 - 7.4 Provide all cost analysis reduction required for negotiating bids consistent with the approved estimated budgets and Scope of Project approved by the Owner or Architect.
8. **HEALTH DEPT:** FDP will submit to the Health Department for review, if required.
9. **SCHEDULE OF MEETINGS AND TRIPS:**
 - 9.1 We agree to meet as necessary when requested, providing such visits are authorized by the Architect/Owner, in conjunction with regular or special job meetings or reviews. In addition, the cost of travel and lodging associated with review meetings and trips outside a 50-mile radius of the DFW Metroplex, scheduled or non-scheduled, shall be a reimbursable expense. Such expenses are to be in accordance with the terms and conditions as described under "Reimbursable Expenses," as specified in the Master Agreement.



10. COMPENSATION FOR PROFESSIONAL SERVICES:

- 10.1 For the basic services as hereinbefore described under Sections 3.0 through 8.6, we propose a professional fee of:

**For A Lump Sum Fee of \$14,200.00
Plus Travel and Lodging Expenses estimated at \$800.00 each (2 trips max)
(Meals not included).**

For the Project plus any reimbursements as provided for in Section 11

- 10.4 Any fees paid for securing the approvals of authorities having jurisdiction over the project are to be paid by the Owner.

11. REIMBURSABLE EXPENSES:

- 11.1 FDP proposes to be compensated for reimbursable expenses at the actual expense incurred by Foodservice Design Professionals. Reimbursable expenses include, but may not be limited to the following items:
- Special mailing or shipping expenses of printed data, drawings, samples, etc.
 - Reproduction of printed data other than inter-Consultant coordination printings.
 - Material for mock-ups or renderings.
 - Architect's web-based project management software.
- 11.2 Major progress CAD/Revit plotting and/or printing at the end of each phase or review milestones described under Section 3.0 through 8.6 are included in the cost of the Basic Services. Additional plotting or printing multiple sets of documents will be charged at the current commercial printing rates.

12. EXTRA SERVICES:

- 12.1 Extra Services shall be defined as those services necessary to make changes in previously approved drawings, specifications and/or an appreciable change in the scope of the project as described under "Areas to be Designed & Criteria." No additional services will be performed without the written consent of the Architect or Owner.
- 12.2 For extra services, we propose to be compensated on a time and material basis for such time as may be actually devoted to the extra services.



Project Principal	\$250.00
Project Manager	\$125.00
Production Manager	\$100.00
Production Staff / Secretarial Support	\$90.00

- 12.3 Reimbursable expenses related to extra services will be charged on the same basis as described under the Section titled "Reimbursable Expenses."

EXHIBIT "B"
COMPENSATION AND FEES

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		
Task 4.0 Quality Control		
Task 5.0 Programming & Schematic Design (30%)		\$ 214,041
Task 6.0 Design Development (60%)		\$ 208,376
Task 7.0 Construction Documents (98%)		\$ 276,382
Task 8.0 Construction Documents (100%)		\$ 47,681
Task 9.0 Period of Service		
Task 10.0 Additional Services		\$ 124,420
10.1.a.i	Community Input & Programming - SD Phase	\$ 24,000
10.1.a.ii	Wayfinding, Graphics, and Signage - DD, CD	\$ 7,200
10.1.a.iii	Basic furniture design to establish FF&E budget - All phases	\$ 3,000
10.1.b.i	Fire Protection Performance Design - SD-CD	\$ 7,500
10.1.b.ii	Telecommunication Design - SD-CD	\$ 10,500
10.1.b.iii	Security Design - SD-CD	\$ 10,200
10.1.b.iv	Audio/Visual Design - SD-CD	\$ 9,000
10.1.b.v	Acoustic Analysis - SD-CD	\$ 9,000
10.1.d.i	Cost Estimating and CMAR reconciliation - All phases	\$ 25,970
10.1.d.ii	Cost Estimating Misc. Assistance - All phases	\$ 2,800
10.1.e.i	Site Survey - SD Phase	\$ 9,500
10.1.e.ii	Underground Utility Locating - SD Phase	\$ 2,400
10.1.f.i	Geotechnical Investigation Report - SD Phase	\$ 3,350
Task 11.0 Allowances		\$ 161,670
11.1.a	CMAR On Site Interview (includes travel expenses)	\$ 4,500
11.1.b	Emergency Generator Design for Addition	\$ 6,600
11.1.c	Assisted Listening System Design	\$ 3,300
11.1.d	Food Service Design	\$ 15,620
11.1.e	Covered Parking with PV Panels at new Parking	\$ 20,000
11.1.f	Lightning Protection Analysis and Performance Spec	\$ 1,650
	Owners Allowance	\$ 110,000
REIMBURSABLE EXPENSES		\$ 23,800
13.1	BRS Reimbursable Travel Expense Budget	\$ 21,000.00
13.2	Consultant Reimbursable Travel Expense Budget	\$ 2,800.00
TOTAL PROJECT COST:		\$ 1,056,370

EXHIBIT "B-2"
Hours and Rates

		Craig Bouck	Kevin Armstrong	Bill Clifford			
		Partner	PIC	PM	DM	D3	Interiors
		\$ 240	\$ 205	\$ 190	\$ 150	\$ 130	\$ 1
TASK DESCRIPTION							
Task 1.0 Project Description & Scope of Construction							
Task 2.0 Assignment							
Task 3.0 Project Schedule							
Task 4.0 Quality Control							
Task 5.0 Programming & Schematic Design (30%)		71	55	186	283	163	94
Task 6.0 Design Development (60%)		48	56	122	232	178	77
Task 7.0 Construction Documents (98%)		57	33	144	274	264	91
Task 8.0 Construction Documents (100%)		14	0	54	80	40	23
Task 9.0 Period of Service							
Task 10.0 Additional Services (part of fee)		33	39	89	0	0	79
10.1.a.i	Community Input & Programming - SD Phase	33	39	42			
10.1.a.ii	Wayfinding, Graphics, and Signage – DD, CD						59
10.1.a.iii	Basic furniture design to establish FF&E budget - All phases						20
10.1.b.i	Fire Protection Performance Design – SD-CD			4			
10.1.b.ii	Telecommunication Design – SD-CD			6			
10.1.b.iii	Security Design – SD-CD			5			
10.1.b.iv	Audio/Visual Design – SD-CD			5			
10.1.b.v	Acoustic Analysis – SD-CD			5			
10.1.c.i	Cost Estimating and CMAR reconciliation – All phases			14			
10.1.c.ii	Cost Estimating Misc. Assistance – All phases			1			
10.1.d.i	Site Survey – SD Phase			5			
10.1.d.ii	Underground Utility Locating – SD Phase			1			
10.1.e.i	Geotechnical Investigation Report – SD Phase			2			
Task 11.0 Allowances							
Task 13.0 Reimbursable Expenses							

Exhibit: Fee Summary

Tumbleweed Recreation Center Expansion Scope of Services - Fee Allocation

Prepared 22-Feb-2022
Revised 23-Mar-2022
Revised 7-Apr-2022

Construction Budget				Includes Owner budgets for the following: On Site Construction; Building Construction and Owner Contingencies (\$10.6M)				
Building & Site Construction Cost		\$ 10,600,000						
Design Fee Allocation								
Base Design Services				SD cost	DD cost	CD 98% cost	CD 100% cost	CA cost (N/A)
Architecture & Interiors	BRS	\$ 428,820		\$ 141,511	\$ 115,781	\$ 137,222	\$ 34,306	\$ -
Civil Engineer	KH	\$ 89,165		\$ 30,290	\$ 27,415	\$ 25,620	\$ 5,840	\$ -
Landscape Design	KH	\$ 40,095		\$ 10,540	\$ 12,280	\$ 11,440	\$ 5,835	\$ -
Structural Engineer	KH	\$ 90,900		\$ 18,200	\$ 26,400	\$ 44,600	\$ 1,700	\$ -
MEP Engineer	HE	\$ 90,000		\$ 13,500	\$ 22,500	\$ 54,000	\$ -	\$ -
Specifications	iBIM	\$ 7,500		\$ -	\$ 4,000	\$ 3,500	\$ -	\$ -
Base Design Consultant Subtotal		\$ 317,660		\$ 72,530	\$ 92,595	\$ 139,160	\$ 13,375	\$ -
Additional Requested Services				SD cost	DD cost	CD cost	CD 100% cost	CA cost (N/A)
Architecture & Interiors BRS								
Base	Community Input & Programming	\$ 24,000		\$ 24,000	\$ -	\$ -	\$ -	\$ -
Base	Wayfinding / Graphics / Signage	\$ 7,200		\$ -	\$ 2,000	\$ 4,800	\$ 400	\$ -
Base	Furniture Design / Budget	\$ 3,000		\$ 1,200	\$ 1,200	\$ 300	\$ 300	\$ -
Allow	Furniture Procurement	\$ 12,000		\$ -	\$ -	\$ -	\$ -	\$ -
Allow	CMAR On-Site Interviews (inc travel)	\$ 4,500		\$ -	\$ -	\$ -	\$ -	\$ -
Allow	Covered Parking	\$ 9,000		\$ -	\$ -	\$ -	\$ -	\$ -
Civil Engineer KH								
Landscape Design KH								
Structural Engineer KH								
Allow	Covered Parking	\$ 7,150		\$ -	\$ -	\$ -	\$ -	\$ -
MEP Engineer HE								
Base	Fire Protection Performance Design	\$ 7,500		\$ 1,125	\$ 1,875	\$ 4,500	\$ -	\$ -
Base	Telecommunication Design	\$ 10,500		\$ 1,575	\$ 2,625	\$ 6,300	\$ -	\$ -
Base	Security Design	\$ 10,200		\$ 1,530	\$ 2,550	\$ 6,120	\$ -	\$ -
Base	AV Design	\$ 9,000		\$ 1,350	\$ 2,250	\$ 5,400	\$ -	\$ -
Base	Acoustic Analysis	\$ 9,000		\$ 1,350	\$ 2,250	\$ 5,400	\$ -	\$ -
Allow	Assisted Listening System	\$ 3,300		\$ -	\$ -	\$ -	\$ -	\$ -
Allow	Emergency Generator	\$ 6,600		\$ -	\$ -	\$ -	\$ -	\$ -
Foodservice Design FDP								
Allow	Food Service Design	\$ 15,620		\$ -	\$ -	\$ -	\$ -	\$ -
Base	In-Person Meetings (2)	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Cost Estimating BA								
Base	SD (30% Est + CMAR Recon)	\$ 6,020		\$ 6,020	\$ -	\$ -	\$ -	\$ -
Base	DD (60% Est + CMAR Recon)	\$ 8,270		\$ -	\$ 8,270	\$ -	\$ -	\$ -
Base	CD (98% Est + CMAR Recon)	\$ 10,420		\$ -	\$ -	\$ 10,420	\$ -	\$ -
Base	CD (100% Est + CMAR Recon)	\$ 1,260		\$ -	\$ -	\$ -	\$ 1,260	\$ -
Base	Misc. Estimating Assistance	\$ 2,800		\$ 1,400	\$ 1,080	\$ 320	\$ -	\$ -
Surveying RLF								
Base	Survey Scope	\$ 9,500		\$ 9,500	\$ -	\$ -	\$ -	\$ -
Base	Underground Utility Locating	\$ 2,400		\$ 2,400	\$ -	\$ -	\$ -	\$ -
Geotechnical Consulting RAMM								
Base	Testing & Recommendations Report	\$ 3,350		\$ 3,350	\$ -	\$ -	\$ -	\$ -
Additional Services Subtotal		\$ 124,420		\$ 54,800	\$ 24,100	\$ 43,560	\$ 1,960	\$ -
Total Base + Additional Services Fee		\$ 870,900		Proposed Fee Combining All Services Listed Above				

Estimated Reimbursable Expense Budget		Estimated Breakdown by Phase				
		SD cost	DD cost	CD 98% cost	CD 100% cost	CA cost
Total Budgeted Travel Expenses	\$ 21,000	\$ 9,000	\$ 5,000	\$ 7,000	\$ -	

Exhibit: Hourly Rates and Consultant Staff List

Tumbleweed Recreation Center Expansion

Hourly Rates - Effective Jan 1, 2022

Prepared 2/22/2022
Revised 4/22/2022

Architect of Record (Prime)

Architecture & Interior Design

Barker Rinker Seacat Architecture (BRS)

Role	\$ / hour
Partner	240
Principal	205
Project Manager	190
Design Manager	150
Designer IV	140
Designer III	130
Designer II	115
Designer I	110
Project Administration	135

Consultant Staff List

Kimley Horn - Civil Engineering

Sean Wozny

Kimley Horn - Landscape Architecture

Jeff Kratzke

Marissa Pellegrini

Kimley Horn - Structural Engineering

Ben Henderson

Henderson Engineering - Mechanical Engineering

Ken Visconti

Henderson Engineering - Electrical Engineering

Omid Mottahed

Maria Unruh

Blundall Associates - Cost Estimating

Martyn Blundall

RLF Consulting - Land Surveying

Mike Fondren

Ricker-Atkinson-McBee-Morman & As - Geotech

Demetrius Rugley

Foodservice Design Professionals - Food Service

Lance Brooks

Civil Engineering &

Landscape Architecture

Kimley-Horn (KH)

Role	\$ / hour
Project Manager	250
Senior Landscape Architect	205
Landscape Architect	185
Senior Engineer	205
Engineer	185
Designer	150
Analyst	115
Tech / Drafter	105
Admin / Clerical	75

Structural Engineering

Kimley-Horn (KH)

Role	\$ / hour
Senior Structural Engineer	235
Engineer	165
Designer	126
CAD / BIM	113
Administration	80
Accounting	125

MEP Engineering, Fire Protection, Technology

Security, AV Systems, Acoustics

Henderson Engineers (HE)

Role	\$ / hour
Director and Executive	215-230
Practice / Technical Manager	195-200
Project Manager	185-195
Senior Engineer / Designer	185
Lead Engineer / Designer	160
Engineer / Designer III	145
Engineer / Designer II	130
Engineer / Designer I	120
Site Observation Specialist	115
BIM Technician	90
Project Administration	85-90

Food Service

Food Service Design Professionals (FDP)

Role	\$ / hour
Project Principal	250
Project Manager	125
Production Manager	100
Production Staff	90
Secretarial Support	90

Specifications

iBIM Solutions (iBIM)

Role	\$ / hour
Gregory Markling	150
Administrative Support	50

Cost Estimating

Blundall & Associates (B&A)

Role	\$ / hour
Principal	175
Project Manager / Senior Estimator	135
Estimator	80

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. (Does not apply to Professional Liability coverage.)
- 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; 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

Standard Details and Specifications. Consultant must be familiar with City's latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of City's Unified Development Manual, may be found and downloaded from City's website at <http://www.chandleraz.gov/udm>.

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, field notes, tracings, studies, investigations, design analyses, original drawings, original mylars, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of City and are to be delivered to the Project Manager before the final payment is made to Consultant. In the event these Documents are altered, modified or adapted without the written consent of Consultant, which consent Consultant must not unreasonably withhold, City agrees to hold Consultant harmless to the extent permitted by law from the legal liability arising out of City's alteration, modification or adaptation of the Documents.

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 Consultant to be suitable for re-use for any other project. Any re-use without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

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

License to City for Reasonable Use. With this Agreement, Consultant and its subconsultants hereby grant a license to City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works.

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional

seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.