



PROFESSIONAL SERVICES AGREEMENT

Design Services

BROOKS CROSSING PARK REBUILD

Project No. PR2205.202

Council Date: January 26, 2023

Item No.

This Agreement ("Agreement") is made and entered into on the ____ day of _____, 2023 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Logan Simpson Design, Inc.**, an Arizona 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 **BROOKS CROSSING PARK REBUILD** 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 enter into an Agreement 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 **322** 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 **\$187,840** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

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

SECTION V--GENERAL CONDITIONS

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

To City:	City of Chandler - Public Works & Utilities Department Attn: CIP City Engineer P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3349 Email: kimberly.moon@chandleraz.gov		
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Ivan Magana, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3362 Email: ivan.magana@chandleraz.gov		
To Consultant:	LEGAL COMPANY NAME:		Logan Simpson Design, Inc.
	Mailing Address:	51 W 3rd St Suite 450, Tempe, AZ 85281	
	Physical Address:	51 W 3rd St Suite 450, Tempe, AZ 85281	
	Statutory Agent Name:	James B. Wright, Attorney at Law, Clark Hill	
	Statutory Agent Mailing Address:		14850 North Scottsdale Road, Suite 500, Scottsdale, Arizona 85254
	Statutory Agent Physical Address:		14850 North Scottsdale Road, Suite 500, Scottsdale, Arizona 85254
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE		
	Name:	Jerry Moar	
	Title:	Director of Landscape Architecture	
	Phone:	(480) 967-1343	
	Email:	jmoar@logansimpson.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 Agreement 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 Agreements 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 Agreement price or payments made on this Agreement or request reimbursement from Consultant following final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

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

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

convenience in accordance with the provisions of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City

for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

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

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

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

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding an Agreement 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 an Agreement 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 Agreement award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this

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

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

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

5.44 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.45 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.

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

"CONSULTANT"

Logan Simpson Design, Inc.

MAYOR

Signature

Date

RECOMMENDED BY:

Jerry Moar

Print Name

Director of Landscape Architecture

Kimberly Moon, P.E.
CIP City Engineer

Title

jmoar@logansimpson.com

Signer Email Address

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE



L O G A N S I M P S O N

December 6, 2022

Ivan Magana, PE
Project Manager
City of Chandler | Public Works & Utilities | Capital Projects Division
975 East Armstrong Way, Building L
Chandler, Arizona 85286
Ivan.Magana@chandleraz.gov

**Re: City of Chandler - PR2205 Brooks Crossing Park Rebuild
Design Documents and Construction Documents**

Dear Mr. Magana:

I am pleased to submit a agreement for Brooks Crossing Park Rebuild. My general understanding of the scope of services is that Logan Simpson will be the Prime Consultant who will lead the development of the approved design concept from Schematic Design through the City of Chandler Permitting and Contractor Guaranteed-Maximum Price (GMP) approval. Logan Simpson has included sub-consultant services to support our "Design Team" that we cannot provide in-house.

I have enclosed the following requested information:

- Exhibit 'A' – Scope of Services
- Exhibit 'B-1' – Logan Simpson's Fee - Breakdown of Tasks with Subconsultant Expenses
- Exhibit 'B-2' – Logan Simpson Fee - Breakdown of Personnel Tasks/Hours
- Exhibit 'A-2' – Subconsultant Scope and Fee Proposal

Logan Simpson proposes to complete the tasks outlined in the scope for a lump sum fee, which includes labor and general expenses. Our work will be billed monthly based on the completion percentage of each task.

Please contact me to discuss this proposal or need more information.

Respectfully,

Jerry Moar, LEED AP BD+C
Director of Landscape Architecture
jmoar@logansimpson.com



**CITY OF CHANDLER - PR2205 BROOKS CROSSING PARK REBUILD
DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS
SCOPE OF SERVICES**

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

1.0 PROJECT DESCRIPTION & SCOPE OF DESIGN SERVICES

- 1.1 The Consultant will provide services for the design, permitting, and development of construction documents for the development of **Brooks Crossing Park (the Project)**, located at 1345 West Calle del Norte in Chandler, Arizona, all as more specifically described herein below.

The scope of the Project is to renovate the existing neighborhood park, which currently includes a volleyball court, basketball court, playground with shade structures, a walking path with lighting, turf retention areas, and mature shade trees. The total park size is approximately 8.5 acres.

- 1.2 Based on the concept development stage that included two public meetings (virtual – online portal), the City has approved the following Project improvements:
- Replacement of existing Play Structures and adding a new Tot Lot Play Area with Shade Sails
 - Replace the existing Volleyball Court with a new Pickleball Court
 - Add new Exercise/Circuit Training Station Area (Off-the-shelf with custom)
 - Add Two 20' by 20' shade ramada (Off-the-shelf with custom columns) with BBQ (no gas/electric)
 - Add and replace Site furnishings (standard park rule signage, benches, and trash receptacle)
 - Add a Drinking Fountain (chilled)
 - Improve ADA-compliant Concrete Walkways (based on ADA audit)
 - Replace Lighting (LED lighting – 100% Use till dusk and then 50% until 10:30)
 - Improve on the Landscape and Irrigation (Add additional shade trees and remove non-function turf along the perimeter to low water-use plant material)
- 1.3 The construction, furnishing, and equipping budget is approximately **\$1.7 million**. All construction and furnishing will be completed within this budget. The Project does not include right-of-way or street improvement along Calle del Norte.
- 1.4 The Consultant shall provide all design services for the Project, including, but not limited to, normal landscape, geotechnical, civil, and electrical engineering services. Logan Simpson will be the Prime Consultant providing landscape architectural services and managing the "Design Team" through Schematic Design (SD – 30%), Design Development (DD – 60%), and

Construction Documents (CDs 98% and 100%). The subconsultants on Logan Simpson's "Design Team" are as follows:

- **Geotechnical Services** - Ninyo & Moore (N&M) will conduct geotechnical exploration, which includes soil borings and collecting soil samples. They will complete the on-site soil laboratory testing, then prepare the Project's Geotechnical Report. Their fieldwork and preparation of the final geotechnical report will be part of the Preliminary Stage (5.0).
- **Survey** - Wood Patel (WP) will prepare the site boundary and topographic survey. Their fieldwork and preparation for the final survey will be part of the Preliminary Stage (5.0).
- **Civil Engineering** - Wood Patel (WP) will provide design and CD services through permitting. Their CDs will include the grading & drainage, and water plan. WP will provide technical specifications and probable cost estimations at each design stage.

WP will also coordinate with utility companies and agencies per the latest "Public Improvement Project Guide" (PIPG) version. WP will identify utility conflicts during the Project's preliminary and schematic design stages. Their due diligence and utility coordination will start during the Preliminary stage.

- **Electrical Engineering** - Wright Engineering (WE) will provide electrical design and CD services through permitting. Their CDs will include lighting/power services for pedestrian areas, seating, and signage required for COT Permit. WP will provide specifications and probable cost estimations at each design stage.
- **Structural Engineering (Allowance - See Item #11)** - On an as-needed basis Caruso Turley Scott (CTS) will provide structural design and CD services through permitting. Their CDS will include structural details and calculations for the shade structure and walls required for City Permit.

2.0 ASSIGNMENT

- 2.1 The design agreement has been awarded to Logan Simpson based on their proposed personnel and specified consultants described above. Any deviations or substitutions of these team members shall be pre-approved in writing by City. Those persons listed in "Exhibit B" will perform those portions of the work.

3.0 PROJECT SCHEDULE

- 3.1 Logan Simpson shall perform the services within the schedule included herein and made a part hereof by reference. Logan Simpson shall revise and submit an updated schedule for review whenever it is demonstrated that the time for completion of the Project Design or any 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. Logan Simpson will take all reasonable actions necessary to get the Project back on schedule, and City will cooperate to assist Logan Simpson's Design Team.



- 3.2 **Project Management (Item 5.0 through 9.0)** - As the Prime Consultant, Logan Simpson will provide project management and coordination with the City. After notice-to-proceed, Logan Simpson will schedule a video conference meeting with the City's Project Manager to review protocol, Scope, Schedule, and critical issues. Logan Simpson anticipates the design schedule to take approximately **46 weeks**, including City and Utility Agency stakeholder review and coordination. The proposed breakout of the schedule is as follows:

Task #	Description of Tasks	Duration (Weeks)
5.0	Preliminary design (15%)	
5.1	Due Diligence and Data Gathering	6
Preliminary Total		6 Weeks
6.0	Schematic Design (SD - 30%)	
6.2	Preparation of SD Design Package with Initial Cost Estimate	2
	City Review	2
6.3	City/Design Team Coordination - SD Plan Review and Revisions	1
SD Total		5 Weeks
7.0	Design Development (DD - 60%)	
7.1	Preparation of the DD for Site Plan Submittal	6
	City Review	4
7.2	City/DesignTeam Coordination - DD Plan Review and Revisions	1
DD Total		11 Weeks
8.0	Construction Documents (CD - 98% Initial Permit Submittal)	
8.1	Preparation of the CDs (98%) for initial Permit Submittal	4
	City Review	4
8.2	City/DesignTeam Coordination - CD Plan Review and Revisions	1
98% CD Total		9 Weeks
9.0	Construction Document (CD - 100% Final Submittal)	
9.1	Preparation of the final CDs (100%) for Permit Approval	2
	City Review	4
9.2	Contractor Procurement	9
100% CD Total		15 Weeks
Anticipated Design Schedule		46 Weeks



4.0 QUALITY CONTROL AND VALUE ENGINEERING:

- 4.1 Logan Simpson will implement a Design Quality Control process as part of the Project. Before each submittal, the team will review the plans, including Logan Simpson's Principal Landscape Architect and Logan Simpson's Project Manager. The Quality Control Plans will be saved as part of the overall Project Records. Each submittal will also include a complete document set (plans & specs) review in the presence of the design team and the City's representatives.
- 4.2 Logan Simpson Design Team will work cooperatively with City's representatives to align the design with the budget. The value engineering effort will start during the SD stage and include additional focused meetings addressing: relationships between components and construction materials. As part of each submittal, Logan Simpson's team will prepare a preliminary cost estimate for verification with the construction budget. Any re-design necessary to re-align the design with the construction budget will be completed before moving to the next design stage.

5.0 PRELIMINARY DESIGN (15%)

- 5.1 As and for preliminary research before preparing the project design, Logan Simpson's Design Team will perform a document search for utility as-builts, rights-of-way, survey ties and benchmarks, City policies, regulations, standards, design manuals, and requirements, reports and investigations, master plans, computer model data and field surveys that are relevant for the Project.
 - ***Due Diligence and Data Gathering*** - Logan Simpson will study the City's CDBG Grant Specifications, ADA, Crime Prevention through Environmental Design (CPTED), and other applicable City of Chandler codes and standards. Logan Simpson will visit the project site to review the existing conditions and develop a preliminary inventory of the Park's components (i.e., hardscape – walkways and site furnishings, landscape, and irrigation). The following sub-consultant task will be completed:
 - Geotechnical - Ninyo and Moore (N&M) – Perform geotechnical exploration, which will include excavating four (4) soil borings within the vicinity of the proposed playground, entry sign, and shade ramadas. N&M will complete the on-site soil laboratory testing, then prepare the Project's Geotechnical Report. N&M's scope of services will be completed during the SD stage.
 - Survey - Wood Patel (WP) – Prepare the boundary and topographic survey. The survey will include complete topographical and property data of the immediate site. The survey will utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans. The benchmark location and elevation will be clearly defined for this Park's construction. Any Easements for these utilities will be identified on the survey, and necessary information will be provided to City's Real Estate Department to allow City to complete the acquisition (if any) during the SD phase. The survey



will also provide the legal descriptions for the natural gas and electrical service easements.

- Civil Engineering - Wood Patel (WP) – Perform due diligence and site reconnaissance tasks, including starting the utility coordination. Coordination with utility companies and agencies will be in accordance with the latest version of the "Public Improvement Project Guide" (PIPG).
- Electrical Engineering - Wright Engineering (WE) – Perform due diligence and site reconnaissance tasks.

6.0 SCHEMATIC DESIGN (SD - 30% Document Review)

6.1 When the design is approximately thirty percent complete, Logan Simpson's Design Team will provide the following SD tasks:

- ***Preparation of Schematic Design (SD) and a Preliminary Cost Estimate*** - After the Preliminary Design tasks, Logan Simpson will prepare an SD Plan (20-scale, rendered plan graphic) showing the final layouts of program elements. The SD Plan will include a brief narrative describing the overall design approach and images showing the proposed play components, site furnishings, and landscape improvements. Also, the SD plan will include two (2) illustrative 3-D rendered site perspective vignettes. The Design Team will prepare a preliminary cost estimate of the construction (itemized with unit prices). The program elements will be itemized and quantified with unit prices. The following sub-consultant tasks will be completed:
 - Civil Engineering - (WP) – Prepare the Grading & Drainage SD Preliminary plan/approach and SD Preliminary Water plan/approach with a preliminary cost estimate.
 - Electrical Engineering - (WE) – Electrical SD Preliminary plan/approach with a preliminary cost estimate.
- ***City/Design Team Coordination – SD Plan Review and Revisions*** - After the City Team reviews the SD package, Logan Simpson will participate in a City/Design Team coordination meeting to process the City's SD review comments and receive direction before starting the DD stage of the Project. The meeting will be held as Video Conference Meeting.

7.0 DESIGN DEVELOPMENT (DD 60% - CITY SITE PLAN SUBMITTAL)

7.0 Based on the approved SD Documents and any adjustments authorized by the City in the program, schedule, and estimate of probable cost, Logan Simpson will prepare, for approval by the City, DD Documents consisting of drawings and other documents described below. All applicable City checklist items are required to be incorporated in the design documents for the City Site Plan Submittal. Logan Simpson will provide the following DD task:



- ***Preparation of Design Development (DD), Technical Specifications, and Estimate of Probable Cost*** - After Logan Simpson received feedback on the SD submittal. Logan Simpson will start incorporating review comments and prepare the DD Plan (20-scale, rendered plan graphic) showing the final design and specifications.

The DD Plan submittal will be formatted per the City's Site Plan Submittal. The DD submittal will include an updated brief narrative describing the overall design approach and images showing the proposed play components, site furnishings, and landscape improvements. Also, the DD plan will include updated illustrative 3-D rendered site perspective vignettes.

The overall DD Project documents will include plans, elevations, sections, schedules, and notes as required to fix and describe the Project as to civil, structural, and electrical. WP and WE will prepare their DD design engineering plans, notes, and details that meet the City's Site Plan Submittal Checklist. WP and WE documents will also include their updated probable cost estimate and technical specifications.

The document will also be submitted with an updated probable cost estimate. The components will be itemized and quantified with unit prices. If needed, Value Engineering of the design will be completed cooperatively with the entire design team and City's representatives. This effort will occur as early as effectively possible and consist of a focused meeting addressing: relationships of components, construction materials, and building systems. Prepare a construction cost estimate for verification with the budget. Re-design as necessary to re-align the design with the construction budget.

Logan Simpson Team will prepare 8.5" by 11" MS Word Supplemental (MAG) specifications.

To continue coordination with the Utility Companies, WP will submit preliminary plans, specifications, and design calculations to utilities/agencies for review and use during their DD design for service improvements or any necessary relocations. WP will conduct utility meetings to coordinate relocations with the utility/agency and establish relocation schedules. WP will follow up with the CD submittals for utility construction and coordination with their bid documents.

- 4.3 ***City/Design Team Coordination – DD Plan Review and Revisions*** - After the City reviews the DD Site Submittal package, Logan Simpson will participate in a City/Design Team coordination meeting to process review comments. The meeting will be held as Video Conference Meeting. The DD documents will be revised and re-submitted to development services for City Site and Civil Plan Review. The submittal will include the original redline drawings and comments received from the City's review process, along with a review summary indicating the action taken.



8. CONSTRUCTION DOCUMENTATION (CDs) SERVICES (98%)

- 8.1 Based on the approved DD Documents and any further adjustments authorized in the scope, schedule, and probable cost estimate authorized by the City, Logan Simpson will prepare, for approval by the City, Construction Documents consisting of drawings and other documents described below. All applicable City Permit checklist items are required to be incorporated in the CD documents for the initial Permit Submittal. Logan Simpson will provide the following 98% CD task:

- ***Preparation of the CDs (98%) for initial Permit Submittal*** - Logan Simpson Design Team will prepare CDs will be provided in digital (AutoCAD Release 2020 or later and Adobe Acrobat PDF) format. The AutoCAD files will utilize the established City of Chandler benchmarks and reference locations of benchmarks on the plans. Also, the AutoCAD files will be "layered" so the City can isolate each trade (i.e., civil, electrical, hardscape, landscape, and irrigation) base information. Logan Simpson will provide a copy of the AutoCAD files as part of the CD submittals.

The CDs will include plans, elevations, sections, schedules, notes, and specifications as required to bid and construct the Project. The City's PM will provide the Project Cover Sheet. If needed, bid alternates (per the project scope items shown above) will be incorporated into the plan to ensure the budget is met.

The 98% CDs will be submitted to the City's Project Manager - complete drawing sets, specifications, drainage & structural calculations, one of which will be reproducible. Submit to DevSubmit to City of Chandler Development Services for civil permit plan review. Below are Logan Simpson's construction documents:

- ***Existing Landscape Conditions and Demolition Plan*** - Logan Simpson will prepare existing landscape conditions to plan for the affected project area based on the survey information provided by WP and the additional data gathered from the site visit. The plans will include the plant inventory (size and health) of the trees to be protected in place and other existing Project features to remain (i.e., sidewalk and light poles). The plan will include all demolition for removing and salvaging existing Project components.
- ***Hardscape Construction Documents*** - Logan Simpson will develop the final layout of the hardscape site components such as walkways, seat walls, entry signage, pickleball court, playground, ramada or shade sail structure, and site furnishings (City Standard tables, trash receptacle, and bollards). Logan Simpson will design the hardscape finishes (color, texture, and materials).

The hardscape construction documents will use WP's survey files to georeference fixed control points for staking the location of paving, structures, and other programmed components. The hardscape materials, finishes, dimensions, and implementation details will be identified and detailed in the plan. WP will establish all vertical elevations for the hardscape.



- ***Landscape Construction Documents*** - Logan Simpson will design the landscape with aesthetically pleasing plant material durable in a low water-use and low maintenance environment. The landscape plan will identify the final locations of inert ground cover and vegetation, including the establishment of contractor-supplied plant materials. The plans will also include a complete plant key, materials schedule, and quantities. Logan Simpson will provide details (City Standard) for all landscape components.
- ***Irrigation Construction Documents*** - Logan Simpson will develop an irrigation design that meets the water management goals for the Project's on-site. The new drip irrigation system will be connected to the existing domestic meter and backflow preventer within the ROW. Any revisions to the existing turf rotors and spray system will be designed for 100% coverage of all renovated turf areas. The irrigation plans will identify all necessary piping and equipment (City Standard), all essential electrical wiring details, and diagrams for the system to operate. Logan Simpson will provide installation details (City Standard) for all irrigation components.
- ***Probable Cost Estimate and Technical Specifications*** - The CD submittal will include the updated probable cost estimate. The components will be itemized and quantified with unit prices. Logan Simpson will prepare 8.5" by 11" MS Word Supplemental (MAG) specifications.
- Logan Simpson's Design Team Subconsultants will provide the following:
 - WP will prepare the grading & drainage, and water plan CDs, including installation details. Their WP will also complete all "Utility Coordination" for the final Permitted Plans.
 - WE will develop the security, pedestrian, and signage lighting CDs, including the photometric and installation details.
 - CTS will prepare the required structural details and calculations for the ramada and low walls if needed.
- ***City/Design Team Coordination – CD Plan Review and Revisions*** - After the Project Stakeholders have completed the initial permit review of the 98% CDs, Logan Simpson will participate in a City/Design Team coordination meeting to process review comments and receive direction before starting the 100% Final CD. The meeting will be held as Video Conference Meeting.

9.0 CONSTRUCTION DOCUMENTS (100% FINAL SUBMITTAL)

- 9.1 After the 98% City Review and City/Design Team Coordination meeting, Logan Simpson will revise and re-submit bid documents to City Development Services for building permits. All plans and specifications will be stamped. The specifications will be 8-1/2" x



11" and in electronic format on a thumb drive in Microsoft Word 365. Plans will be black line prints on a thumb drive, AutoCAD 2020 later, and Adobe Acrobat PDF) format. The submittal will include original redline drawings, comments from the previous review, and a summary indicating the action taken. Logan Simpson will provide the following Bid & Award task:

- Assist the City in the preparation of the Bid Form.
- Attend and participate in the pre-bid conference to answer technical questions from potential bidders.
- Assist the City in evaluating "substitutions and or-equals" and recommend accepting or declining.
- Prepare addenda for review and approval by City. The City will distribute the addendums to the Contractors.
- If bids are 10% over or under the "engineers estimate," Logan Simpson will provide a detailed evaluation explaining the differences.

10.0 OWNER'S ALLOWANCE

The scope includes a **\$16,500.00 (10% Design Fee)** Owner allowance for additional services. The purpose of the allowance is to cover unforeseen or design tasks associated with this Project. Contract reimbursement for an allowance (in whole or part) is not ensured. The allowances shall only be used after written approval from the City representative.

11.0 STRUCTURAL ALLOWANCE

The scope includes a **\$6,000.00** structural allowance for support through the CD design stage. On an as-needed basis, Caruso Turley Scott (CTS) will provide structural design and CD services through permitting. Their CDS will include structural details and calculations for the shade structure and walls required for City Permit. Contract reimbursement for an allowance (in whole or part) is not ensured. The allowances shall only be used after written approval from the City representative.

PROPOSED FEE:

The Logan Simpson Design Team (including sub-consultant services and City Allowance) proposes completing the work described above for a total fee of **\$187,840.00**. There are no expenses for the Permit Fee.

ADDITIONAL SERVICES

Logan Simpson will provide project-related services in addition to those identified above if requested in writing by City. Such services shall be considered additional services. Logan Simpson's fees for other services shall be based on an amendment to this agreement and the firm's standard hourly rates.



November 10, 2022
Proposal No. 12PHX02-04836

Mr. Jerry Moar, ASLA, LEED AP BD+C
Director of Landscape Architecture
Logan Simpson Design, Inc.
51 West Third Street, Suite 450
Tempe, Arizona 85281

Subject: Proposal to Provide Geotechnical Services
 Brooks Crossing Park Improvements
 1345 Calle Del Norte
 Chandler, Arizona

Dear Mr. Moar:

Ninyo & Moore is pleased to submit this proposal to provide geotechnical services for the above-mentioned project. This proposal is based on the information that we received from your office and it outlines our scope of services, project assumptions, anticipated schedule, and fee.

SITE AND PROJECT DESCRIPTION

The project site is located within the existing Brooks Crossing Park located at 1345 Calle Del Norte in Chandler, Arizona. The 8.5-acre area of improvement is currently relatively flat and occupied by volleyball court, basketball court, playground with shade structures, walking path with lighting, turf retention areas, and mature shade trees.

The planned improvements include the design and construction of the following features:

- Replacement of existing playground structures;
- Pickleball court to replace the existing volleyball court;
- Two shade ramadas;
- Site furnishings (standard park rule signage, benches, and trash receptacle);
- ADA-compliant concrete walkways;
- Security lighting; and
- Landscape and irrigation improvements.

SCOPE OF SERVICES

Our scope of services for this project is summarized below:

- Review available published and in-house geotechnical reports, topographic information, soil surveys, geologic literature, and aerial photographs of the project area.
- Conduct a field trip to the site for geologic reconnaissance.
- Conduct a site visit to select and mark out the proposed boring locations.
- Contact Arizona 811 to evaluate utility locations prior to drilling.
- Perform a geotechnical exploration, which will include the excavating of three soil borings. These borings will extend 5 to 15 feet deep and will be advanced with a truck mounted drill rig using hollow-stem augers (HSAs).
- Collect soil samples in the borings for laboratory testing and analysis. The boreholes will be backfilled with drilling spoils. Ninyo & Moore personnel will log the borings in general accordance with the Unified Soil Classification System and ASTM D2488 by observing cuttings and split-spoon samples. The soil samples will be transported to a Ninyo & Moore laboratory for testing.
- Perform laboratory testing that will evaluate the on-site soil's index, strength and chemical characteristics.
- Prepare a geotechnical report to include logs of the exploratory borings and results of the laboratory testing. The report will include a cover letter sealed by a Professional Engineer licensed in the State of Arizona. The report will include the following:
 - Site vicinity map and boring plan map;
 - Description of work scope, laboratory, and field procedures;
 - Encountered subsurface soil and groundwater conditions;
 - General seismic characteristics in accordance with International Building Code;
 - Geologic hazards;
 - Excavation characteristics of on-site soils;
 - Earthwork factors;
 - Potential for re-use of on-site soils;
 - Subgrade preparation measures in building and non-building areas;
 - Allowable net soil bearing pressures for shallow spread foundations and recommended dimensions and depths;
 - Estimated settlements (total and differential settlements) for the recommended foundation types and sizes;

- New pavement section; and
- Recommendations relative to site drainage.

ASSUMPTIONS

We have made the following assumptions in the preparation of this proposal:

- The site is accessible to normal, two-wheel drive, truck-mounted drilling equipment, and site access will be granted.
- The new borings will be situated around the existing features.
- The work can be accomplished using HSA operating at a normal rate of penetration.
- Some ground disturbance should be expected as a result of our field work.
- No traffic control measures will be needed for this project.
- Ninyo & Moore will not need to obtain any environmental clearance as a part of this project.

SCHEDULE

We are prepared to initiate this project immediately and could begin the field work immediately. The fieldwork should be finished within three to four weeks after we receive right-of-entry. We anticipate issuing our report within about eight weeks from the date we receive right-of-entry. Preliminary recommendations can be provided about one week after the field work is done.

FEE

We propose to perform the work scope described above for a lump sum fee of \$6,900 (Six Thousand Nine Hundred Dollars). This fee is based on the scope of services presented above and our understanding of the project. Any additional services, not included in the aforementioned scope, will be charged on a time-and-materials basis in accordance with our current Schedule of Fees. To authorize our services, please sign and return the attached Work Authorization and Agreement.



Revised September 30, 2022
January 18, 2022

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Phoenix AZ 85021
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www.woodpatel.com

Mr. Jerry Moar
Director of Landscape Architecture
Logan Simpson Design, Inc.
51 West Third Street, Suite 450
Tempe, AZ 85281

480.967.1343
jmoar@logansimpson.com

Re: **PR2205 City of Chandler – Brooks Crossing Park Improvement**
Boundary and Topographic Survey Agreement
Chandler, Arizona

Dear Mr. Moar:

Wood, Patel & Associates, Inc. (WOODPATEL) is pleased to provide **Logan Simpson Design, Inc.** (Client) with this Boundary and Topographic Survey Agreement for the above referenced 8.5± acre improved site located at 1345 West Calle Del Norte.

SCOPE OF SERVICES

1. Boundary and Topographic Survey

We will prepare a Boundary and Topographic Survey for this site in accordance with the Client-furnished parcel description. Contours and spot elevations shown on the survey will be based on City of Chandler Datum.

Should research and field measurements determine that there is a problem with the furnished parcel description, the section monumentation, or the physical fit with surrounding parcels, we will promptly notify your office and stop work pending joint resolution on how to proceed.

The survey shall be performed to the appropriate standards of precision and accuracy consistent with local practice and the requirements of law. The survey shall employ proper field procedures, instrumentation, and adequate survey personnel in order to achieve these accuracies.

As necessary, we will coordinate our work with Mr. Moar. Our work product will be a reproducible Boundary and Topographic Survey with certification. An electronic file is available for Client's use.

We anticipate the survey will be complete within thirty-five (35) working days after receiving authorization, retainer, and parcel description.

Darrel E. Wood, PE, RLS
Ashok C. Patel, PE, RLS
Michael T. Young, PE
Thomas R. Gettings, RLS
Darin L. Moore, PE, LEED GA
Jeffrey R. Minch, PE, CFM
Robert D. Gofonia, PE, RLS
Nicholas E. Brown, PE
Daniel W. Matthews, PE
Ethan A. Boyle, PE
Frank M. Koo, PE
Gabriel S. Rios, RLS
John M. Bulka, PE
Daniel J. Cronin, PMP
James G. Taillon, CFM
Joseph C. Daconta, PE, CFM, PH
John G. Ritchie, PE
Derek C. Nichols, PE
Steven C. McKee, PE
Brian J. Diehl, RLS
Matthew R. Pruitt, PE, CFM
Isaac J. Thomas, PE, CFM
Karen C. Hobbs, PE
Diana B. Kelly, PE
Chelsea J. Trotter, PE
Anthony K. Humphrey, PE
Patrick Wolf, PE, CFM
Darrell E. Smith, PE
Loc Nguyen, PE

FEE SUMMARY

1.	Boundary and Topographic Survey	\$12,030
2.	Additional Services.....	Hourly
TOTAL		\$12,030 + Hourly

PAYMENT

Payment will be due upon submittal of the Invoice.

October 3, 2022

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Mr. Jerry Moar
Director of Landscape Architecture
Logan Simpson Design, Inc.
51 West Third Street, Suite 450
Tempe, AZ 85281

480.967.1343
jmoar@logansimpson.com

Re: **PR2205 City of Chandler – Brooks Crossing Park Improvements**
Chandler, Arizona
Professional Civil Engineering Services

Dear Mr. Moar:

Thank you for inviting Wood, Patel & Associates, Inc. (WOODPATEL) to submit this Professional Civil Engineering services Agreement to Logan Simpson Design (Client) for the Brooks Crossing Park Improvements. WOODPATEL has successfully completed projects in the City of Chandler. This has allowed us to develop an understanding of the expectations, design requirements and policies required to meet the project goals.

We understand this project will consist of an 8.5± acre neighborhood park development for the City of Chandler located at 1345 West Calle Del Norte in Chandler, Arizona. Our services are based on the Client provided RFP email dated September 22, 2022, with a concept rendering of the Brooks Crossing improvement plan included.

Below is our scope of services and fee summary for Professional Civil Engineering services based on our understanding of the project and without specific meetings with the City of Chandler. These items follow an industry standard outline of services for Schematic Design, Design Development, Construction Documents and Post Design.

Michael T. Young, PE
Darin L. Moore, PE
Jeffrey R. Minch, PE, CFM
Robert D. Gofonia, PE, RLS
Nicholas E. Brown, PE
Daniel W. Matthews, PE
Ethan A. Boyle, PE
Frank M. Koo, PE
Gabriel S. Rios, RLS
John G. Ritchie, PE
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Isaac J. Thomas, PE, CFM
Anthony K. Humphrey, PE
Patrick Wolf, PE, CFM
Darrell D. Smith, PE
Chuck Christiansen, PE
Philip Sarandos, PE
Venkata S. Bayareddy, PE
Aaron K. Feldberg, PE

EMERITUS
Darrel E. Wood, PE, RLS
Ashok C. Patel, PE, RLS

FEES

1. SITE VISIT, DATA COLLECTION AND RESEARCH	\$1,640
2. SCHEMATIC DESIGN (30% PHASE)	\$10,440
a. Preliminary Grading & Drainage Plan	
b. Preliminary Water Plan	
c. Meetings and Conference Calls (Assume two (2) 1-hour virtual meetings)	
3. DESIGN DEVELOPMENT (60% PHASE)	\$17,140
a. Grading & Drainage Plan	
b. Water Plan	
c. Technical Specifications	
d. Engineer's Opinion of Probable Cost	
e. Meetings and Conference Calls (Assume two (2) 1-hour virtual meetings)	
4. CONSTRUCTION DOCUMENTS – PERMIT SUBMITTAL (98% PHASE).....	\$22,700
a. Grading & Drainage Plan	
b. Drainage Report	
c. Water Plan	
d. Technical Specifications	
e. Engineer's Opinion of Probable Cost	
f. Meetings and Conference Calls (Assume two (2) 1-hour virtual meetings)	
5. CONSTRUCTION DOCUMENT – ISSUE FOR CONSTRUCTION (100% PHASE)	\$15,620
a. Grading & Drainage Plan	
b. Drainage Report	
c. Water Plan	
d. Technical Specifications	
e. Engineer's Opinion of Probable Cost	
f. Meetings and Conference Calls (Assume two (2) 1-hour virtual meetings)	
6. PRE-CONSTRUCTION ADMINISTRATION PHASE	\$1,200
a. Bidding Request-for-Information Reviews & Responses	
TOTAL	\$68,740

2022 HOURLY FEE SCHEDULE

ENGINEERING & SURVEYING

Project Manager IV	\$230
Project Manager III	\$200
Project Manager II	\$185
Project Manager I	\$170
Project Manager	\$160
Engineer VI	\$180
Engineer V	\$160
Engineer IV	\$150
Engineer III	\$140
Engineer II	\$130
Engineer I	\$120
Engineer	\$110
Technician V	\$140
Technician IV	\$120
Technician III	\$110
Technician II	\$100
Technician I	\$90
Technician	\$80
Surveyor VI	\$145
Surveyor V	\$130
Surveyor IV	\$120
Surveyor III	\$110
Surveyor II	\$100
Surveyor I	\$90
Surveyor	\$80
2-Man Survey Crew	\$195
1-Man Survey Crew	\$125

EXHIBIT A - FEE SUMMARY

Brooks Crossing Park Improvements

Contract No.: PR2205

Date: 9/30/2022

Task	Work Task Description	Cost
1.0	SITE VISIT, DATA COLLECTION AND RESEARCH	\$ 1,640.00
2.0	30% CONSTRUCTION DOCUMENTS - PRELIMINARY DESIGN PHASE	
A	PRELIMINARY GRADING & DRAINAGE PLAN	\$ 7,600.00
B	PRELIMINARY WATER PLAN	\$ 2,440.00
C	MEETINGS & CONFERENCE CALLS (ASSUME 2-1 HOUR VIRTUAL MEETINGS)	\$ 400.00
3.0	60% CONSTRUCTION DOCUMENTS - DESIGN DEVELOPMENT PHASE	
A	GRADING & DRAINAGE PLAN	\$ 10,040.00
B	WATER PLAN	\$ 3,680.00
C	TECHNICAL SPECIFICATIONS	\$ 1,600.00
D	OPINION OF PROBABLE COST	\$ 1,420.00
E	MEETINGS & CONFERENCE CALLS (ASSUME 2-1 HOUR VIRTUAL MEETINGS)	\$ 400.00
3.1	98% CONSTRUCTION DOCUMENTS - FINAL DESIGN PHASE	
A	GRADING & DRAINAGE PLAN	\$ 10,720.00
B	DRAINAGE REPORT	\$ 3,240.00
C	WATER PLAN	\$ 4,360.00
D	TECHNICAL SPECIFICATIONS	\$ 1,880.00
E	OPINION OF PROBABLE COST	\$ 2,100.00
F	MEETINGS & CONFERENCE CALLS (ASSUME 2-1 HOUR VIRTUAL MEETINGS)	\$ 400.00
3.2	100% CONSTRUCTION DOCUMENTS - FINAL DESIGN PHASE	
A	GRADING & DRAINAGE PLAN	\$ 6,520.00
B	DRAINAGE REPORT	\$ 2,280.00
C	WATER PLAN	\$ 3,680.00
D	TECHNICAL SPECIFICATIONS	\$ 1,600.00
E	OPINION OF PROBABLE COST	\$ 1,140.00
F	MEETINGS & CONFERENCE CALLS (ASSUME 2-1 HOUR VIRTUAL MEETINGS)	\$ 400.00
4.0	PRE-CONSTRUCTION PHASE	
A	BID RFI REVIEWS & RESPONSES	\$ 1,200.00
Subtotal		\$ 68,740.00
Total		\$ 68,740.00

September 28, 2022

Logan Simpson Design
51 West Third St., Ste. 450
Tempe, Arizona 85281

Re: **Brooks Crossing Park Improvements**

Attn: Jerry Moar

Dear Jerry,

Wright Engineering appreciates this opportunity to submit a proposal for electrical engineering services on the above referenced project. The following services will be performed in a professional manner to meet City of Chandler requirements:

Electrical Design Scope of Services:

1. Coordinate design with City of Chandler and landscape architect as required.
 - a. Project coordination will be performed primarily via email, telephone calls, and virtual meetings
 - b. Up to 8 coordination meetings, either in-person or virtual, are included in this scope.
2. Visit the site to determine existing conditions and electrical configuration. Please note, this task will require extensive onsite discovery of the existing conditions, electrical equipment, and loads being served. Up to (1) one visit.
3. Review existing electrical drawings and load calculations for site.
4. Determine existing peak demand loads and coordinate proposed electrical loads.
5. Design the electrical power system to meet local codes and requirements.
6. Prepare 24" X 36" electrical construction drawings showing all new equipment to include the following:
 - a. Electrical service entrance section modifications or updates as required.
 - b. Update playground lighting to LED using existing light poles and electrical circuits.
 - c. Provide details for lighting in new playground shade sails.
 - d. Update lighting at proposed Pickleball court area. Adjust pole locations if necessary, specify new LED lighting
 - e. Power and lighting for 2 new shade ramadas
 - f. Power to a proposed chilled drinking fountain
 - g. Replace existing light fixtures to LED on existing concrete walkway lighting poles.

- h. Add new light poles and LED light locations as required for new ADA adjusted sidewalk locations.
- 7. Prepare photometric calculations showing all lighting averages, uniformities and any spill light at adjacent property lines.
- 8. All lighting on/off control will be designed per client's requirements with 100% level until dusk then 50% level until 10:30pm. All necessary equipment will be shown on the plans.
- 9. Prepare necessary elevation view and installation details of the equipment listed above to help determine layout and size.
- 10. Prepare load calculations and single line diagram.
- 11. Prepare panel schedule and other electrical installation details as required.
- 12. Prepare a conduit and wire table showing all power conduits and wire for equipment listed above.
- 13. Prepare system fault current and voltage drop calculations as required.
- 14. Prepare an engineer's opinion of probable electrical construction costs, bid tabulation & project specific electrical specifications in MAG format at 60%-DD, 98%-CD and 100%-CD stages.
- 15. Structural calculations for the light foundations are included below as an allowance if required by the reviewing agency.
- 16. Perform in-house QAQC review and modifications.
- 17. The above plans will be provided to client at 30%-SD, 60%-DD, 98% and 100% stages for City submittal review and comment. Submittals will be made via email in digital PDF format. Client will print, copy and submit to the City as needed.
- 18. Coordination meetings for the submittals will be attended as noted above in scope item 1.b.
- 19. Municipal review comments will be responded to and addressed.

Pre-Construction Phase Scope of Services:

- 1. Post-Design Services:
 - a. Review electrical equipment submittals and shop drawing packages for conformance to contract documents during bidding.
 - b. Respond to RFIs during bidding.
- 2. Meetings:
 - a. Includes time for (1) person to attend including travel
 - 1) (1) Pre-construction meeting

Responsibilities of Others:

- 1. Provide Wright Engineering Corp. electronic base files in an AutoCAD format which includes all proposed and existing utilities, all proposed improvements, and any existing conditions that affect this scope.
- 2. Wright Engineering will submit plans to the landscape architect for submittal to the local government agencies for approval and permits.

3. It is anticipated that the electrical service for this project is existing, in the case that it must be replaced, electrical utility design services will be provided by the local utility company. The owner is responsible for coordination of the design of all electrical utility power services during the design process.

Final Deliverables:

1. Upon completion of the design, we will provide final sealed documents bearing the signature of a registered electrical engineer in the State of Arizona.

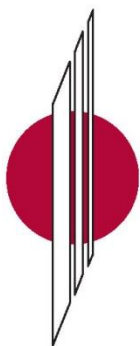
Engineering Fee:

1. Electrical Design Services: **\$9,960.00** (Lump Sum)
2. Pre-Construction Phase Services: **\$1,620.00** (Hourly, Not to Exceed)
3. Allowance for structural calculations if required: **\$1,200.00** (Lump Sum)
[Includes (2) unique light pole types / heights in structural design]

WRIGHT
engineering corporation

TASK NUMBER	TASK DESCRIPTION	Pincipal	Senior Engineer	Engineer	Designer	Drafter	Admin	TOTAL
	Hourly Rate	\$180.00	\$160.00	\$135.00	\$115.00	\$105.00	\$65.00	
Electrical Design Services								
100	Project Coordination/Management	0.00	1.00	1.00	1.00	0.00	1.00	4.00
101	Visit Site	0.00	0.00	2.00	2.00	0.00	0.00	4.00
102	Team Meetings/Coordination/Comment Resolution	0.00	0.00	8.00	2.00	0.00	0.00	10.00
103	Plan Development	0.00	1.00	2.00	24.00	0.00	0.00	27.00
104	Details, Photometrics, Power & Voltage Drop Calculations	0.00	0.00	2.00	20.00	0.00	0.00	22.00
105	Specifications & OPC	0.00	0.00	1.00	2.00	0.00	0.00	3.00
106	QAQC	0.00	1.00	3.00	3.00	0.00	0.00	7.00
107	Plan Submittal	0.00	0.00	0.00	1.00	0.00	0.00	1.00
108	Address Redlines	0.00	1.00	1.00	2.00	0.00	0.00	4.00
SUB TASK HOURS PER CATEGORY		0.00	4.00	20.00	57.00	0.00	1.00	82.00
SUB TASK FEE PER CATEGORY		\$0.00	\$640.00	\$2,700.00	\$6,555.00	\$0.00	\$65.00	\$9,960.00
		TOTAL FEE						\$9,960.00

TASK NUMBER	TASK DESCRIPTION	Pincipal	Senior Engineer	Engineer	Designer	Drafter	Admin	TOTAL
	Hourly Rate	\$180.00	\$160.00	\$135.00	\$115.00	\$105.00	\$65.00	
Pre-Construction Phase Services								
200	Review Submittals	0.00	0.00	6.00	0.00	0.00	0.00	6.00
201	Review RFI's	0.00	0.00	4.00	0.00	0.00	0.00	4.00
202	Meetings	0.00	0.00	2.00	0.00	0.00	0.00	2.00
SUB TASK HOURS PER CATEGORY		0.00	0.00	12.00	0.00	0.00	0.00	12.00
SUB TASK FEE PER CATEGORY		\$0.00	\$0.00	\$1,620.00	\$0.00	\$0.00	\$0.00	\$1,620.00
		TOTAL FEE						\$1,620.00



**CARUSO
TURLEY
SCOTT**
structural
engineers

**STRUCTURAL
ENGINEERING
EXPERTS**

PARTNERS

Paul Scott, PE, SE
Sandra Herd, PE, SE, LEED AP
Chris Atkinson, PE, SE, LEED AP
Thomas Morris, PE, LEED AP
Richard Dahlmann, PE, SE
Troy Turley, PE, SE, LEED AP
Brady Notbohm, PE, SE

**PROFESSIONAL
REGISTRATION**

50 States
Washington D.C.
U.S. Virgin Islands
Puerto Rico
Guam

September 27, 2022

ALLOWANCE

Mr. Jerry Moar
LOGAN SIMPSON DESIGN, INC.
51 W. 3rd Street, Suite 450
Tempe, AZ 85281
T: 480.967.1343
E: JMoar@logansimpson.com

CLIENT INFORMATION:

CLIENT PROJECT NO.

PROJECT MANAGER

OTHER

RE: City of Chandler - Brooks Crossing Park
1345 W. Calle del Norte
Chandler, AZ
CTS Job No.:

Dear Mr. Jerry Moar:

This will confirm our fee to provide structural engineering and drafting services as required for the site feature designs based on the following scope of work:

- One Pickleball Court – anticipate ground supported post-tensioned concrete sports court.
- Provide design and details for (2) 20' by 20' steel framed shade ramada (Off-the-shelf with custom columns)
- New masonry site/retaining wall details.
- Fee excludes the design and detailing of shade sail structures.
- Fee includes up to (2) virtual meetings during the design phase and providing electronic deliverable packages at 30%, 60%, 98% and 100% with a 6 month design schedule in January 2023.

Our **Basic Services** will be based on time expended and billed at our current hourly rates. The total fee is estimated Not to Exceed Six Thousand Dollars (\$ 6,000.00).

HOURLY BILLING RATES			
TEAM MEMBER	RATE \$	TEAM MEMBER	RATE \$
Partner Structural Manager	200.00	Registered Structural Engineer I	120.00
Associate Structural Manager	190.00	Structural Design Engineer II	110.00
Senior Principal Structural Manager	180.00	Structural Design Engineer I	100.00
Principal Structural Manager	170.00	Senior Structural Special Inspector	90.00
Senior Structural Project Manager	160.00	Structural Special Inspector	80.00
Structural Project Manager	150.00	Senior Structural AutoCAD/BIM Drafter	105.00
Registered Senior Structural Engineer	140.00	Structural AutoCAD Drafter	95.00
Registered Structural Engineer II	130.00	Administrative / Billing Team	65.00

Basic Services will include structural calculations, preparation of AutoCAD structural plans and details per the noted scope. Construction administration services are excluded from this scope of work.

In rendering professional services Caruso Turley Scott (CTS) shall apply the skill and care ordinarily exercised by structural engineers at the time and place the services are rendered. Schedules and timely available information from the architect, owner and other design consultants contribute to the completeness of the structural drawings. As such, all projects should carry a contingency for potential coordination and value added items. It is recommended that final bids not be taken until city review comments and coordination comments have been incorporated. If documents are bid prior to city and coordination comments, the owner assumes the risk for associated additional costs. Client agrees that the liability of CTS, its agents and employees, in connection with services hereunder to the Client and to all persons having contractual relationships with them, resulting from any negligent acts, errors, and/or omissions of CTS, its agents, and/or employees is limited to the total fees actually paid by the Client to CTS for services rendered by CTS hereunder. As a consultant we shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's rights and responsibilities.



At the commencement of engineering services, a "Preliminary Notification" may be forwarded to the property owner and/or tenant. The "Preliminary Notification" is not a lien, but state law requires the distribution of a "Preliminary Notification" issued at the commencement of engineering services to maintain the option of filing a lien for nonpayment of engineering services at a future date. This "preliminary notification" is customary and routine in the construction industry and informs the recipient of their legal rights and obligations. Payments for Services as described above shall be made upon the presentation of the Engineer's invoice based on time expended. Interest at 1.5% per month, compounded monthly, will be paid on all invoices after 30 days from billing date. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorney fees. In the event that any portion of the account remains unpaid 30 days after billing, this office may, without waiving any claim or right, and without liability whatsoever to the Client, suspend or terminate the performance of all services. **If this contract meets with your approval, please sign, date and e-mail back to our office for authorization to proceed.**

EXHIBIT "B"
COMPENSATION AND FEES



LOGAN SIMPSON

City of Chandler - PR2205 Brooks Crossing Park Improvements

Contract Modification #1 - Design Development and Construction Documents

Design Team Fee - Subconsultant Fees included within Design Stages

12/6/2022

EXHIBIT B-1

TASK	Project	BREAKDOWN LABOR COST	TOTAL LABOR COST
5.0	Preliminary Design (15%)	\$1,956	\$23,526
	Due Diligence and Site Visits	\$1,956	Total SD with Subs
	Subconsultant - Ninyo & Moore - Geotechnical Services	\$6,900	
	Subconsultant - Wood Patel - Survey	\$12,030	
	Subconsultant - Wood Patel - Civil Engineering	\$1,640	
	Subconsultant - Wright Engineering - Electrical Engineering	\$1,000	
6.0	Schematic Design (SD - 30%)	\$8,952	\$20,492
	Preparation of SD Design Package with Probable Cost Estimate	\$5,130	Total SD with Subs
	City/Design Team Coordination – SD Plan Review and Revisions	\$2,106	
	Project Management and Quality Control	\$1,716	
	Subconsultant - Wood Patel - Civil Engineering	\$10,040	
	Subconsultant - Wright Engineering - Electrical Engineering	\$1,500	
7.0	Design Development (DD - 60%)	\$16,764	\$35,444
	Preparation of the DD for Site Plan Submittal	\$10,350	Total SD with Subs
	City/Design Team Coordination - DD Plan Review and Revisions	\$2,796	
	Preparation of Technical Specifications and Cost Estimate	\$1,290	
	Project Management and Quality Control	\$2,328	
	Subconsultant - Wood Patel - Civil Engineering	\$16,180	
	Subconsultant - Wright Engineering - Electrical Engineering	\$2,500	
8.0	Construction Documents (98% Initial Permit Submittal)	\$30,594	\$54,654
	Preparation of the CDs (98%) for initial Permit Submittal	\$24,840	Total SD with Subs
	City/Design Team Coordination - CD Plan Review and Revisions	\$996	
	Preparation of Technical Specifications and Cost Estimate	\$1,290	
	Project Management and Quality Control	\$3,468	
	Subconsultant - Wood Patel - Civil Engineering	\$20,100	
	Subconsultant - Wright Engineering - Electrical Engineering	\$3,960	
9.0	Construction Documents (100% Final Submittal)	\$12,744	\$31,224
	Preparation of the CDs (98%) for initial Permit Submittal	\$6,120	Total SD with Subs
	Preparation of Technical Specifications and Cost Estimate	\$1,290	
	Project Management and Quality Control	\$2,022	
	Pre-Construction Assistance	\$2,736	
	Pre-Construction Meeting	\$576	
	Subconsultant - Wood Patel - Civil Engineering	\$15,860	
	Subconsultant - Wright Engineering - Electrical Engineering	\$2,620	
	TOTAL DESIGN SERVICES (WITHOUT ALLOWANCES)		\$165,340
10.0	Owner's Allowance		\$16,500
11.0	Structural Engineering Allowance (CTS)		\$6,000
	TOTAL		\$187,840



LOGAN SIMPSON

City of Chandler - PR2205 Brooks Crossing Park Improvements

Contract Modification #1 - Design Development and Construction Documents

Logan Simpson's Fee - Breakdown of Tasks with Subconsultant Expenses

12/6/2022

EXHIBIT 'B-2'

TASK	DESCRIPTION	Wayne Colebank	Jerry Moar	Brad Remme	Marco Abasta	TOTAL HOURS	TOTAL LABOR COST
		Project Principal/LA	Project Manager	Sr. Landscape Architect	Landscape Designer		
5.0	Preliminary Design (15%)						\$1,956
	Due Diligence and Site Visits		2	6	8	16	\$1,956
6.0	Schematic Design (SD - 30%)						\$8,952
	Preparation of SD Design Package with Probable Cost Estimate			10	36	46	\$5,130
	City/Design Team Coordination – SD Plan Review and Revisions		2	4	12	18	\$2,106
	Project Management, Including Quality Control	1	8	2		11	\$1,716
7.0	Design Development (DD - 60%)						\$16,764
	Preparation of the DD for Site Plan Submittal			30	60	90	\$10,350
	City/Design Team Coordination - DD Plan Review and Revisions		2	6	16	24	\$2,796
	Preparation of Technical Specifications and Cost Estimate			8	2	10	\$1,290
	Project Management and Quality Control	1	12	2		15	\$2,328
8.0	Construction Documents (CD - 98%)						\$30,594
	Preparation of the CDs (98%) for initial Permit Submittal			72	144	216	\$24,840
	City/Design Team Coordination - CD Plan Review		2	2	4	8	\$996
	Preparation of Technical Specifications and Cost Estimate			8	2	10	\$1,290
	Project Management and Quality Control	2	18	2		22	\$3,468
9.0	Bid and Award (100%)						\$12,744
	Preparation of the CDs (98%) for initial Permit Submittal			22	30	52	\$6,120
	Preparation of Technical Specifications and Cost Estimate			8	2	10	\$1,290
	Project Management and Quality Control	1	10	2		13	\$2,022
	Pre-Construction Assistance		2	4	18	24	\$2,736
	Pre-Construction Meeting		2	2		4	\$576
ESTIMATED HOURS		5	60	190	334	589	
DIRECT HOURLY RATE		\$222.00	\$153.00	\$135.00	\$105.00		
LABOR COST		\$1,110.00	\$9,180.00	\$25,650.00	\$35,070.00		

Logan Simpson Direct Cost	\$71,010
Geotechnical - Ninyo & Moore	\$ 6,900
Survey - Wood Patel	\$ 12,030
Civil Engineering - Wood Patel	\$ 63,820
Electrical - Wright Engineering	\$ 11,580
Subconsultant Cost	\$ 94,330
Total Design w/o Allowances	\$165,340
10.0 City Allowance	\$ 16,500
11.0 Structural Allowance	\$ 6,000
TOTAL FEE	\$ 187,840

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 Agreement 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.

2.5.2. The policy must provide a waiver of subrogation.

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 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.

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.