

Staff Summary Report



Council Meeting Date: 06/11/2009

Agenda Item Number: _____

SUBJECT: Request award of a professional services contract with Deutsch Architecture Group, Inc. for the Fire support services building improvements.

DOCUMENT NAME: 20090611PWTG06 FIRE STATIONS – MAINTENANCE/IMPROVEMENTS (1001-08) PROJECT NO. 5604001

COMMENTS: Total cost for this contract is \$241,691.

PREPARED BY: Theresa Galindo, Acting Engineering Contracts Administrator (x8518)

REVIEWED BY: Jim Gaintner, Assistant Fire Chief (x7202)
Andy Goh, Deputy PW Manager/City Engineer (x8896)

LEGAL REVIEW BY: Judi Morgan, Assistant City Attorney (x8227)

DEPARTMENT REVIEW BY: Glenn Kephart, Public Works Manager (x8205)

FISCAL NOTE: Sufficient funds are available in Capital Improvement Fund No. 5604001

RECOMMENDATION: Award professional service contract.

ADDITIONAL INFO: The scope of work consists of design renovations to the existing site and building located at 1425 S. Clark Drive, for the Fire Department to use as a support services facility. Work will include site modifications and interior renovations of the existing building to accommodate the support service needs of the Fire Department.

The contract amount was negotiated by staff and is considered reasonable for the scope of services. Deutsch Architecture Group was selected from our consultant on-call short list based on a process pursuant to A.R.S. § 41-2578.



CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into on the 11th day of June, 2009, by and between the City of Tempe, an Arizona municipal corporation ("City"), and **Deutsch Architecture Group, Inc.**, an Arizona corporation ("Consultant").

City engages Consultant to perform professional services for a project known and described as **Fire Support Services Building Improvements**, Project No. **5604001** ("Project").

1. SERVICES OF CONSULTANT

Consultant shall perform the following professional services to City in conformance with applicable professional standards and in accordance with the degree of care and skill that a registered professional in Arizona would exercise under similar conditions:

- 1.1. Consultant shall prepare plans and specifications, as described in Exhibit "A" attached.
- 1.2. Consultant has assigned Jaime Kurry and David Cakatterra as the project managers for this Contract. Prior written approval by City is required in the event Consultant needs to change either project manager. Consultant shall submit the qualifications of the proposed substituted personnel to City for approval prior to any substitution or change.
- 1.3. Consultant shall prepare and submit a detailed opinion of probable cost of the Project.
- 1.4. Consultant shall follow and comply with the Public Improvement Project Guide as directed by City.
- 1.5. Consultant shall prepare plans and technical specifications per the requirements of the applicable chapters of the City's Engineering Design Criteria Manual, latest revision, and the Maricopa Association of Governments (MAG) Uniform Standard Details for Public Works Construction as amended by City. All plans shall be prepared on CAD as required by City. The final original plans shall be submitted on 3 ml double matte black line mylar and shall be 24" x 36" in size.
- 1.6. Consultant shall design the Project within the allotted budget of Two Million Dollars (\$2,000,000.00). Sufficient alternatives shall be included in the bid package to allow City to construct the facilities.

- 1.7. Consultant shall be responsible to redesign the Project at no additional cost to City if required to build within the Contract specified budget.
- 1.8. Consultant shall submit all final construction documents in both hard copy and electronic format. Plans shall be MicroStation or AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software version used shall be compatible to current City standards. Other support documents, for example, structural calculations, drainage reports and geotechnical reports, shall be submitted in hard copy only.
- 1.9. Consultant shall obtain all necessary permits and licenses required for the performance of its work. Failure of Consultant to obtain said permits prior to the commencement of its work shall constitute a breach of this Contract.
- 1.10. Consultant shall perform the work in a manner and at times which do not impede or delay City's operations and/or functions.
- 1.11. Consultant shall be solely responsible for any repair, replacement, remediation and/or clean-up of any damage done by Consultant including any impairment of access to City or other lawful invitees, by such work performed on this Project.

2. TERM OF CONTRACT

Consultant shall complete all services within four hundred twenty (420) calendar days of the date appearing on the "Notice to Proceed" issued by City. In the event delays are experienced beyond the control of Consultant, the schedule may be revised as determined by City in its sole discretion.

3. CONSULTANT'S COMPENSATION

- 3.1. The method of payment for this Contract is payment by installments. Total compensation for the services performed shall not exceed \$241,691.00, unless otherwise authorized by City. This fee includes an lump sum of \$149,759.00 for design services; and amount not to exceed \$39,043.00 for construction administration based on hourly rates established in the attached Exhibit "A" incorporated hereby by this reference; and an allowance of \$52,889.00 for cost estimating and landscape design.
- 3.2. City shall pay Consultant by installments, each installment based upon monthly progress reports and related, detailed invoices submitted by Consultant. If detailed invoice(s) are approved by City, such installment payment shall be made within thirty (30) days after City's approval of the progress report and detailed invoice subject to the following limitations:
 - 3.2.1. Prior to approval of the Program Phase, payments to Consultant shall not exceed 40% of the Contract amount.

- 3.2.2. Prior to approval of the Schematic Design Phase, payments to Consultant shall not exceed 50% of the Contract amount.
 - 3.2.3. Prior to approval of the Design Development Phase, payments to Consultant shall not exceed 60% of the Contract amount.
 - 3.2.4. Prior to approval of the Construction Documents, payments to Consultant shall not exceed 70% of the Contract amount.
 - 3.2.5. Prior to completion of the Bidding Phase, payments to Consultant shall not exceed 85% of the Contract amount.
 - 3.2.6. Prior to completion of the Construction Phase, payments to Consultant shall not exceed 90% of the Contract amount.
 - 3.2.7. Payments for reimbursable expenses shall be made during all phases based on actual expenses.
- 3.3. City at its discretion may, by written notification, waive the above limitations.

4. CITY'S RESPONSIBILITIES

- 4.1. City shall designate a project manager during the term of this Contract. The project manager has the authority to administer this Contract and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by City on any aspect of the work shall be directed to the project manager.
- 4.2. City shall review requests for information related to the Project by Consultant and will endeavor to provide a prompt response to minimize delay in the progress of Consultant's work. City will also endeavor to keep Consultant advised concerning the progress of City's review of the work. Consultant agrees that City's inspection, review, acceptance or approval of Consultant's work shall not relieve Consultant of its responsibility for errors or omissions of Consultant or its subconsultant(s).
- 4.3. City reserves the right to conduct an independent value engineering review of the Project.
- 4.4. City may retain a consulting firm to prepare an estimate of construction costs. City may choose not to bid the Project unless and until all estimates received fall within a reasonable variance, as determined by City.

- 4.5. Unless included in Consultant's services as identified in Section 1, City may furnish with or without charge, upon Consultant's reasonable request, the following information to the extent it is within City's possession or control:
 - 4.5.1. One copy of its maps, records, laboratory tests, survey ties, and benchmarks, or other data pertinent to the services. However, Consultant shall be solely responsible for searching the records and requesting specific drawings or information and independently verifying said information.
 - 4.5.2. Available City data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.
 - 4.5.3. When required, title searches, legal descriptions, detailed ALTA Surveys, and environmental assessments.

5. TERMINATION AND DEFAULT

- 5.1. City shall be entitled to terminate this Contract at any time, in its discretion. In addition, City may terminate this Contract for default, non-performance, breach or convenience, or abandon any portion of the Project for which services have not been fully or properly performed by Consultant. Termination shall be commenced by delivery of written notice delivered to Consultant, personally or by certified mail at 4600 E. Indian School Road, Phoenix, Arizona 85018. Termination shall be effective upon fourteen (14) days of delivery of notice to Consultant. In addition, this Contract may be terminated pursuant to A.R.S. § 38-511.
- 5.2. Upon the occurrence of Consultant's default, non-performance or breach of the Contract, City may recover any and all damages permitted by law or in equity against Consultant, in addition to termination of the Contract, including but not limited to compensatory damages, together with all costs and expenses as set forth in Section 12 herein.
- 5.3. In the event of Consultant's default, non-performance or breach, City agrees to, before exercising any right or remedy available to it, give Consultant written notice of the default, non-performance or breach. For the thirty (30) days following such notice, Consultant shall have the right to cure such default, non-performance or breach.
- 5.4. If Consultant fails to cure, immediately after receiving notice of termination from City, Consultant shall discontinue performance under this Contract and proceed to close said operations under this Contract. Consultant shall submit a detailed breakdown of completed work to City for evaluation. City shall have the right to inspect Consultant's work to analyze the services completed. Payment to Consultant shall be determined by City upon approval or disapproval of the

services completed as of the date of delivery of notice of termination, and pursuant to Section 5.9.

- 5.5. Within ten (10) days of receipt of notice of termination as set forth herein, Consultant shall deliver to City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by Consultant under the Contract, entirely or partially completed, together with all unused materials supplied by City.
- 5.6. In the event of such termination or abandonment, Consultant shall be paid only for those services performed in a good and workmanlike manner, in accordance with all plans, specifications and governmental requirements completed prior to receipt of said notice of termination, subject to approval by City. To the extent permitted by this Contract, such payment may include reimbursable expenses then incurred by Consultant, in City's sole discretion.
- 5.7. If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by Consultant as determined and approved by City based upon the scope of work set forth in Exhibit "A." However, in no event shall the fee exceed that set forth in Section 3 of this Contract.
- 5.8. City shall make a determination as to approval or denial of any requested final payment within sixty (60) days after Consultant has delivered the last of the completed items and the final appraisal has been submitted to City.
- 5.9. The parties agree that in the event of any damages suffered by City as a result of any delay, default, non-performance or breach by Consultant, Consultant agrees to reimburse City ten percent (10%) of the Contract amount per Section 3.1 for damages caused by its delay. This sum may be deducted from Consultant's payment or anticipated payment for failure to deliver and/or perform as specified. No premium will be awarded to Consultant for delivery and/or performance within the Contract term. Waiver by City of any of the provisions contained in this Section 5.9, or by way of the extension of the Contract term, shall in no way be deemed to waive or diminish City's rights available by law or in equity under the Contract.

6. INSURANCE

Without limiting any obligations or liabilities, Consultant, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms reasonably satisfactory to City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from City.

6.1. General Clauses

- 6.1.1. Additional Insured. The insurance coverage, except workers' compensation and professional liability, required by this Contract, shall name City, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded Consultant shall be primary insurance, and that any self insured retention and/or insurance coverage carried by City or its employees shall be excess coverage, and not contributory coverage to that provided by Consultant.
- 6.1.2. Coverage Term. All insurance required herein shall be maintained in full force and effect until services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so shall constitute a material breach of this Contract.
- 6.1.3. Primary Coverage. Consultant's insurance shall be primary insurance as respects City, and any insurance or self insurance maintained by City shall be in excess of Consultant's insurance and shall not contribute to it.
- 6.1.4. Claim Reporting. Consultant shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect City.
- 6.1.5. Waiver. The policies for workers' compensation and general liability shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work of Consultant.
- 6.1.6. Deductible/Retention. The policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Consultant shall be solely responsible for deductible or self-insured retentions and City may require Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.1.7. Policies and Endorsements. City reserves the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.
- 6.1.8. Certificates of Insurance. Prior to commencing services under this Contract, Consultant shall furnish City with certificates of insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect.

Such certificates shall identify this Contract by referencing the Project number and/or Project name and shall provide for not less than thirty (30) days advance written notice by certified mail to City of cancellation or termination of insurance.

6.1.9. Subconsultants/Contractors. Consultant shall include all subconsultants and subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant and subcontractor.

6.2. Workers' Compensation. Consultant shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case services under this Contract are subcontracted, Consultant shall require all subconsultant(s) to provide workers' compensation and employer's liability to at least the same extent as provided by Consultant.

6.3. Automobile Liability. Consultant shall carry commercial/business automobile liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of Consultant services. Coverage will be at least as broad as coverage Code 1 "any auto" (Insurance Service Office policy form CA 0001 1/87 or any replacements thereof). Such coverage shall include coverage for loading and unloading hazards.

6.4. Commercial General Liability. Consultant shall carry commercial general liability insurance with a combined single limit of not less than \$1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office policy form CG 0002 1-11-88 or any replacement thereof.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a "severability of interests" provision (also known as "cross liability" and "separation of insured").

6.5. Professional Liability. Consultant retained by City to provide the engineering services required by the Contract will maintain professional liability insurance covering errors and omissions arising out of the services performed by Consultant

or any person employed by it, with an unimpaired limit of not less than \$1,000,000 each claim and \$1,000,000 all claims, or 10% of the construction budget, whichever is larger. In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of services as evidenced by annual certificates of insurance.

- 6.6. Property Coverage – Valuable Papers. Consultant shall carry property coverage on all-risk, replacement cost, agreed amount form with valuable papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of Consultant used in the completion of this Contract.

7. HEALTH INSURANCE REQUIREMENTS

- 7.1. Consultant must certify that it has or will offer health insurance to all eligible employees working on services set forth in this Contract prior to the performance of any work or services. An affidavit certifying such offering must be signed in a form approved by City. All required health insurance must be maintained during the entire time of the Contract with City. Health insurance pursuant to this Section 7 is not required for temporary employees or students working part-time who are enrolled in a recognized educational institution.
- 7.2. The health insurance requirements herein shall apply to all of Consultant's eligible employees directly involved with the services set forth in this Contract, including support and administrative personnel.
- 7.3. Any and all complaints concerning violations of the health insurance requirements shall be filed, in writing, with the City's Public Works Department, within thirty (30) days from discovery of a potential violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.
- 7.4. Penalties for failing to comply with this Section 7 include, but are not limited to the following: Consultant may be barred from bidding on, or entering into any Public Works contract with City for a period of three (3) years from the execution of the Contract.
- 7.5. All Consultants subject to the health insurance requirements shall post in English, notice of the health insurance requirements at their office and at the job site.

8. WORK FOR HIRE AND OWNERSHIP OF DELIVERABLES

- 8.1. Consultant shall ensure that all the results and proceeds of Consultant's and any and all work on the Project and any related projects, including that of all agents, employees, officers, and contractors, shall be owned by City, including the copyright thereto, as work for hire. In the event, for any reason, such results and proceeds are not deemed work for hire, Consultant shall be deemed hereby to have assigned to City all of its right, title and interest in such results and proceeds and content to City, without limitation.
- 8.2. All work products (electronically or manually generated), including but not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect all final drawings, and other related products which are prepared in the performance of this Contract, are the property of City and are to be delivered to City on the particular type of storage media on which they are stored (e.g. CD, thumb drive, etc.) before the final payment is made to Consultant. City shall retain ownership of these original works. If approved in writing by City, Consultant may retain the originals and supply City with reproducible copies of the work.

9. CONFLICT OF INTEREST

- 9.1. Consultant agrees to promptly disclose any and all financial and/or economic interest in the property, or any property affected by the work, or the Project itself other than as set forth herein, existing prior to the execution of this Contract. Further, Consultant agrees to promptly disclose any financial or economic interest in the Project property or any property affected by the work, if Consultant gains such interest during the course of this Contract.
- 9.2. If Consultant gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of City.
- 9.3. Consultant shall not engage the services on this Contract of any present or former City employee who was involved as a decision-maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this Contract.
- 9.4. Consultant agrees that it shall not perform services on this Project for any other contractor, subcontractor, or any supplier, other than City. In addition, Consultant shall not negotiate, contract, or make any agreement with a contractor, subcontractor, or any supplier with regard to any of the work under this Contract, or any services, equipment or facilities to be used on this Project other than with City.

10. COVENANT AGAINST CONTINGENT FEES

Consultant affirms that it has not employed or retained any company or person, other than a bona fide employee working for Consultant to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, City may terminate this Contract without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

11. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless City, its agents, officers, officials, and employees from and against all claims, damages, losses, liability and/or expenses, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes or omissions in the work, services, or professional services of Consultant, its agents, employees, or any other person for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services Consultant may be deemed legally liable in the performance of this Contract, or any breach of the Contract. Consultant's duty herein shall arise in connection with any and all claims for damage, loss, liability and/or expenses attributable to bodily injury, sickness, disease, death, or injury to, impairment or destruction of any person or property including loss of use resulting therefrom. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. DISPUTE RESOLUTION

In the event of a dispute concerning or in any way connected to the Contract or subject Project, the parties agree that the unsuccessful party shall pay to the prevailing party a reasonable sum for attorneys' fees, including taxable and non-taxable costs, fees, costs and disbursements of experts, professionals, paralegals, whether at trial, appeal and/or in bankruptcy court, all of which will be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. In addition, should City retain and/or utilize legal counsel as a result of a breach by Consultant of any term, covenant or provision of this Contract, in addition to paying any recovery owed to City and/or performing any obligation remaining to be performed, in order to fully cure such breach or default, Consultant shall reimburse City for reasonable attorneys' fees, taxable and non-taxable costs and disbursements, incurred by City in enforcing Consultant's obligations, whether or not a legal action is commenced, including but not limited to the cost of preparing and presenting default notices, demand letters and similar non-judicial enforcement activities.

13. ADDITIONAL SERVICES

Additional services which are outside the scope of basic services contained in this Contract shall not be performed by Consultant without prior written authorization from City, at City's sole

discretion. Additional services, when authorized by an executed contract or an amendment to this Contract shall be compensated for by a fee mutually agreed upon between City and Consultant.

14. PROHIBITION ON ASSIGNMENT

This Contract and all duties and obligations of Consultant set forth in this Contract shall not be assignable except by prior written consent of City, and such prohibition shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of Consultant.

15. MISCELLANEOUS PROVISIONS

- 15.1. Equal Opportunity. Consultant covenants for itself, its employees, agents, assigns and all persons claiming under or through it, that it shall comply with all applicable federal, state, and local laws and ordinances at the time of execution of this Contract and shall not discriminate against or segregate any person or group of persons any person on account of race, color, religion, gender, marital status, sexual orientation, national origin, ancestry, age, physical handicap or medical condition in the performance of this Contract and shall comply with the terms and intent of all applicable federal, state and local governance concerning nondiscrimination. Consultant agrees to post hereinafter in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this clause.
- 15.2. Legal Compliance. Consultant agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Arizona Fair and Legal Employment Act, and all amendments thereto, along with all attendant laws, rules and regulations. Consultant acknowledges that a breach of this warranty is a material breach of this Contract and Consultant is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the legal right to inspect the documents of any and all Consultants, subconsultants and sub-subconsultants performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Consultant. Consultant hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.
- 15.3. Specially Designated Nationals and Blocked Persons List. Consultant represents and warrants to City that neither Consultant nor any affiliate or representative of Consultant (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order No. 13224, 66 Fed.Reg. 49079

("Order"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s); (iii) is engaged in activities prohibited in the Order; or (iv) has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering. In addition, Contractor certifies that it does not have a scrutinized business operation in either Iran or Sudan.

Consultant further agrees to include the provisions set forth in Sections 15.1 through 15.3 in any and all subcontracts hereunder. Any violation of such provisions shall constitute a material breach of this Contract.

- 15.4. Effective Date. This Contract shall be in full force and effect only when it has been approved by the City Council of the City of Tempe, Arizona and when executed by the duly authorized City officials and the duly authorized agent of Consultant.
- 15.5. Governing Law. This Contract shall be governed and interpreted by the laws of the State of Arizona.
- 15.6. Exhibits. All exhibits attached to this Contract are made a part of and are incorporated into, this Contract. If any inconsistencies exist between this Contract and any exhibit hereto, the terms of this Contract shall govern.
- 15.7. Force Majeure. Any prevention, delay or stoppage of this Project for a cause beyond the reasonable control of Consultant due to acts of God, acts of war or terrorism, fire or other casualty, shall, notwithstanding anything to the contrary contained herein, excuse the performance of Consultant, for a period equal to such prevention, delay or stoppage. For purposes of this Section 15.7, a cause shall not be deemed beyond a party's control if it is within the control of such party's agents, employees, assigns, contractors or subcontractors.
- 15.8. Entire Agreement. This Contract contains all of the agreements of the parties with respect to the Project and related matters, and no prior agreement, negotiations, postings, offerings, or understanding pertaining to any such matter shall be effective for any purpose unless expressly contained herein.
- 15.9. Consultant's Good Standing. Consultant hereby warrants and represents that it is an Arizona corporation, licensed to do business in the state of Arizona and currently in good standing, and that it is not now in violation of any agreement, instrument, contract, law, rule or regulation by which Consultant is bound.
- 15.10. Independent Contractor. Nothing contained in this Contract shall be deemed or construed by the parties hereto or otherwise, to create the relationship of principal and agent, partnership, joint venturer, employer and employee, or any association

between City and Consultant. Consultant is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to Consultant hereunder or for any and all services or materials provided by or rendered to Consultant hereunder in connection with the work set forth in this Contract.

- 15.11. Severability. If any provision of this Contract shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and every other term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- 15.12. Time is of the Essence. Time is of the essence in this Contract and each and every provision herein, except as may expressly be provided in writing by City.
- 15.13. No Waiver. No breach or default hereunder shall be deemed to have been waived City, except by a writing to that effect signed on behalf of City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after written notice thereof and demand by City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of City.
- 15.14. Survival. Any and all representations, obligations, indemnities, warranties, covenants, conditions and agreements contained in this Contract which are expressed as surviving the expiration or earlier termination of this Contract, or by their nature, are to be performed, observed or survive, in whole or in part, after the termination or expiration of this Contract term, shall survive the termination or expiration of this Contract.
- 15.15. Retention of Records. City, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Contract. Consultant will retain all books and records related to the services performed for a period of not less than the greater of any applicable federal law retention requirement or five (5) years following termination of this Contract.
- 15.16. Antitrust Violations. City and Consultant recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by City. Therefore, Consultant assigns to City any and all claims for such overcharges. Consultant in all subcontracts shall require all subcontractors to likewise assign all claims for overcharges to City.

- 15.17. Headings. The heading use in this Contract is for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 15.18. No Construction Against Drafting Party. Each party acknowledges that it has had an opportunity to review the Contract with counsel, and such documents shall not be construed against any party that is determined to have been the drafter of the documents.
- 15.19. Notices to Parties:

All notices pursuant to this Contract shall be made in writing and delivered or mailed by certified mail to the parties at the following addresses:

CITY:

Andy Goh, City Engineer
 City of Tempe
 Public Works/Engineering Dept.
 P.O. Box 5002
 Tempe, AZ 85280

CONSULTANT:

Jaime Kurry or
 David Cakattera
 Deutsch Architecture Group, Inc.
 4600 E. Indian School Road
 Phoenix, AZ 85018

- 15.20. Non-Appropriation of Funds. If funds appropriated by the City Council or otherwise allocated to perform the work becomes unavailable for payment by City under this Contract, City may delay the work for a period up to six (6) months, after which date if no funds are legally available, City may terminate the Contract at City's sole option. In case of any such delay by City, Consultant may suspend performance of work or services as applicable. However, nothing herein shall be construed to allow termination of the Contract by Consultant for such delay.

[SIGNATURE PAGE TO FOLLOW]

**Fire Support Services Building Improvements
Project No. 5604001**

DATED this _____ day of _____, 2009.

CITY OF TEMPE, ARIZONA

By: _____
Mayor

By: _____
Public Works Manager

ATTEST:

Recommended By:

City Clerk

Deputy PW Manager/City Engineer

APPROVED AS TO FORM:

City Attorney

Consultant warrants that the person who is signing this Contract on behalf of Consultant is authorized to do so and to execute all other documents necessary to carry out the terms of this Contract.

CONSULTANT
Deutsch Architecture Group, Inc.

Name

Title

Federal I.D. No./Social Security No.

Certified to be a true and exact copy.

Karen M. Fillmore
Records Specialist

EXHIBIT A



ARCHITECTURE GROUP

4600 East Indian School Road Phoenix, Arizona 85018 P|602.840.2929 F|602.840.6646 www.2929.com

EXHIBIT A

Proudly Presents:

City of Tempe Fire Support Services Building Improvements

Submitted to:
Mr. Mark Weber
City of Tempe
31 East Fifth Street
Tempe, Arizona 85281

Date Submitted: May 4, 2009
Deutsch Project #: 09140.00



Deutsch Architecture Group (Deutsch) proposes to provide THE CITY OF TEMPE with civil, structural, architectural, mechanical, plumbing, and electrical engineering design, and project management services throughout the duration of the project that will include coordination of these services. Deutsch proposes to provide allowances for potential landscape architecture design and cost estimating services.

PROJECT UNDERSTANDING

Deutsch understands the scope of this project based on our continuing work with the City of Tempe Fire Department Support Services Division, as discussed further below. We understand that the City of Tempe has entered into a purchase negotiation for the land and building at 1425 S. Clark Street in Tempe. This existing facility is approximately 24,000 s.f., and sits on 1.85 net acres of land. Deutsch and our team are currently completing a feasibility review on this property for the City of Tempe. Work covered under this proposal will include design and construction administration throughout the City of Tempe's building improvements to the facility.

We understand these improvements to include exterior grading and drainage and paving improvements, along with upgrades to the façade of the building for functionality and aesthetics. On the interior, the building is expected to be gutted and re-fit out to include new office space, warehouse space, and truck maintenance bays. A new elevator is also needed.

Due to scheduling imposed by City requirements, this fee proposal is being prepared prior to a full scope of the project being established. Information to be realized during the on-going feasibility review of this property may effect the scope of the Building Improvements. As such, both cost estimating and landscape architecture are provided as separate allowances should they be necessary. In addition, the possibility of a new out-building or building addition of 2,000 s.f. is provided as a separate fee since the inclusion of this scope of work is yet to be determined. It is assumed the out-building/addition would be designed and constructed concurrently with the rest of the project.

PROJECT APPROACH

Our approach to this project will keep in mind that schedule is critical to project success, as the City explores Stimulus Package funding for the construction of the project. Our team will work to provide progress documents and final deliverables to the City of Tempe within a mutually-agreed upon timeframe. Our team is schedule and quality driven, and we will provide a well-considered design for the Fire Department Support Services building.

SCOPE OF SERVICES

Deutsch will provide the personnel to support the concept development, budget, and schedule for the project. The appropriate consultants will be under the direction of Deutsch. Deutsch will coordinate the work and will include documents for the cost analysis, municipal approvals, and construction.

The following services will be provided:

- I. Project Administration Services
- II. Supporting Services – provided by the City of Tempe
- III. As-Found Documentation Services



- IV. Evaluation and Planning Services
- V. Design Services
- VI. Construction Procurement Services
- VII. Contract Administration Services

I. PROJECT ADMINISTRATION SERVICES

Deutsch will consult with THE CITY OF TEMPE, research applicable design criteria, attend project meetings, communicate with members of the project team, and issue conference notes. Deutsch will coordinate the services provided by Deutsch and our consultants with those provided by THE CITY OF TEMPE and THE CITY OF TEMPE's consultants.

Under this scope, we will:

1. Organize, along with THE CITY OF TEMPE, an initial meeting to establish the parameters of the project.
2. Schedule interviews with key personnel and city departments to understand the impact of each entity on the project.
3. Meet with key personnel to document various perspectives on the operations program.
4. Research building codes and interview building code officials to:
 - Establish the minimum requirements for the various occupancies.
 - Evaluate construction types for the project.
 - Determine areas where building code variances may be necessary.
 - Establish the schedule process for building permits submittals and approvals.
 - Determine the need for special requirements, such as Phase I & II environmental reports drainage studies, etc.
5. Research municipal ordinances and interview community planning and development personnel to:
 - Understand zoning requirements desired uses.
 - Determine project amenities, benefits and relationships for the community.
 - Determine areas where zoning variances may be necessary.
 - Explore environmental impact requirements.
6. Submit design documents to THE CITY OF TEMPE at intervals appropriate to the design process for purposes of THE CITY OF TEMPE's evaluation and approval. Deutsch shall be entitled to rely on approvals received from THE CITY OF TEMPE in the further development of the design.



II. SUPPORTING SERVICES

The following are to be provided by THE CITY OF TEMPE or THE CITY OF TEMPE's consultants and contractors:

1. A single point of contact – Mr. Mark Simmons with Tempe Fire Department as main project contact, and Mr. Mark Weber with Tempe Engineering for contract related issues
2. Project program information.
3. Clearly defined needs.
4. Responses to queries and project reviews in a mutually acceptable time frame.
5. Target deadlines.
6. Budget range.
7. Definition and description of properties of all hazardous materials used in your processes.
8. Municipal review fees.
9. Water and Sewer as-built documents for public lines.
10. Updated title report.
11. Storm Water Pollution Prevention Plan (to be provided by contractor)

III. AS-FOUND DOCUMENTATION SERVICES

Deutsch and our consultants will provide as-found documentation of the property at 1425 S. Clark Street.

Under this scope, we will:

1. Visit the site for the purposes of documentation of conditions at a given date and time.
2. Provide electronic and hard copy AutoCAD (two-dimensional) documentation of found conditions, to include:
 - a. Civil topographic survey, to include utilities based on Blue Stake documentation
 - b. architectural floor plan with dimensions
 - c. architectural reflected ceiling plan for office areas
 - d. architectural elevations with dimensions
 - e. rudimentary architectural building sections to document mezzanine height and roof height
 - f. structural roof framing plan, mezzanine framing plan, and foundation plan (foundation information to be documented from existing drawings)
 - g. mechanical floor plan and mechanical roof plan upon visually accessible information
 - h. existing mechanical equipment schedules based upon visually accessible information
 - i. plumbing floor plan and riser diagram based on visually accessible information



- j. electrical power floor plan
- k. electrical lighting plan
- l. power panel and distribution documentation
- m. fire protection floor plan

This scope of work includes only items expected to remain after the Building Improvements are complete. Interior office walls, ceilings, lighting, electrical distribution, mechanical distribution, compressed air line distribution, and restrooms are excluded as they are all currently expected to be demolished.

IV. EVALUATION AND PLANNING SERVICES

Deutsch will provide a preliminary evaluation of the information furnished by THE CITY OF TEMPE, including THE CITY OF TEMPE's program, schedule and budget requirements.

Under this scope, we will:

1. Define space allocations for the various uses and amenities.
2. Develop spatial and circulation flow diagrams.
3. Establish design character based on studies of similar projects, THE CITY OF TEMPE input and surrounding community development. We expect this to include aesthetic upgrades to the exterior of the building and the public areas of the site.
4. Establish project development phasing and scheduling.
5. Define utility requirements for any relocated utilities, such as the wash bay.
6. Document all meetings with conference notes.
7. Work with THE CITY OF TEMPE to establish THE CITY OF TEMPE's design and construction schedules and to establish construction budget parameters.
8. Our consultant, RAMM Engineering, will provide geotechnical investigation including (1) percolation test at the existing retention basin, (2) core tests at existing paving to determine thickness and make new paving recommendations, and (2) core tests at a potential building addition/out-building location to provide foundation recommendations.

V. DESIGN SERVICES

Deutsch will develop **Schematic Design Documents** based on the program, schedule, and budget. These documents will establish the conceptual design of the project illustrating the scale and relationship of the project components, including existing and proposed conditions.

Under this scope, we will:

mm



1. Provide a preliminary building model which includes the following integral components:
 - Preliminary building plans.
 - Preliminary building sections.
 - Preliminary building elevations.
2. Provide preliminary selections of major building systems and construction materials
3. Set up meetings with local governing authorities to:
 - Get commitments from the City on scheduling specific to this project.
 - Evaluate how the project is progressing.
 - Make City Council presentations, as required.
4. Provide a presentation of finishes, textures, materials and colors for the interior spaces throughout the building, such as carpet, hard flooring surfaces, and wall paint colors.

We anticipate the following additional documentation to be provided at this point in the project. These drawings will be submitted for Municipal/Design Review.

- Civil Engineering
 - Preliminary Grading and Drainage Plan
 - Preliminary Drainage Study
- Landscape Architecture (if required: to be determined, based on full scoping of project)
 - Preliminary Landscape Plan
 - Landscape Inventory
- Structural Engineering
 - Preliminary structural framing plan for addition/out-building (should that scope of work be contracted)
- Architectural Design
 - Code review
 - Preliminary floor plan
 - Preliminary elevations
- Electrical Engineering
 - Preliminary site lighting plan

Deutsch will prepare **Design Development documents**, representing 60% of Contract Documents, which will include drawings and other information to identify the size and character of the project. The project plans will enable the hard construction cost estimate process to begin, should that scope of work be contracted. Under this scope, we will:



1. Refine all architectural, interior architecture and engineering schematic plans and begin detailed analysis of the project design and systems.
2. Review and evaluate the program.
3. Continue communication with the City's agencies for zoning and building code compliance.
4. Review the selected materials and systems.
5. Prepare documents for construction cost estimator (should that allowance be contracted).
6. Prepare project outline specifications.

Final construction documents will be prepared consisting of drawings and specifications setting forth final detail of the requirements for the construction of the project and Municipal approval.

Under this scope, we will:

1. Finalize the construction detailing for the project.
2. Provide coordination with all project engineers.
3. Package architectural, interior and engineering drawings that we produce. The package will include drawings necessary to obtain permit approval.
4. Work with appropriate City staff on plan/permit approvals.

We anticipate the following additional documentation to be provided at this point in the project.

- Civil Engineering
 - Grading and Drainage Plans
 - Drainage Study
 - Water, Sewer Service Line Plans for changed areas
 - Fireline Plans with Fire Hydrant and Fire Sprinkler Lines for changed areas
 - Storm Water Pollution and Prevention Plan (SWPPP) (REQUIRED FOR SITES GREATER THAN 1 ACRE)
- Landscape Architecture (should that scope of work be contracted)
 - Irrigation Plans
 - Landscape Plans
 - Details
- Structural Engineering
 - Foundation Plan for addition/out-building (should that scope of work be contracted)
 - Structural framing Plan for addition/out-building (should that scope of work be contracted)
 - Engineering at existing building: expected to include new overhead door at existing building, revisions to existing roof drainage, re-framing at existing office mezzanine for additional perceived



stability, increased size at existing warehouse mezzanine, new bridge crane in one service bay, and small roof opening framing for new mechanical work

- Architectural Design
 - Code and Exit Plan
 - Floor, Ceiling, Roof Plans and Details
 - Building and Wall Sections
 - Exterior Elevations
 - Interior Elevations
 - Finish, door and window schedules
 - Energy Model/compliance with IECC
 - Details
 - Project Manual – Specifications
- Electrical Engineering
 - Single Line Diagrams
 - Panel Schedules
 - Power and Lighting Floor Plans
 - HVAC Power Plans, Energy and Load Calculations.
 - Fire alarm device locations and typical fire alarm riser diagram.
 - Design conduits, back-boxes, and power connections for data, voice, video, security, or other The City of Tempe provided special systems.
 - Project Manual – Specifications
- Mechanical Engineering
 - HVAC Floor Plans
 - Schedules
 - Details
 - Project Manual – Specifications
 - Energy calculations , if required
- Plumbing Engineering
 - Plumbing Floor Plans
 - Isometrics
 - Schedules
 - Fixture Loads
 - Details
 - Project Manual – Specifications
- Fire Protection including Sprinkler
 - Fire Protection Floor Plans
 - Calculations
 - Schedules
 - Fire flow test information from Water Department for hydraulic calculations.
 - Hydraulic calculations based on NFPA Chapter 13 for County submittal.



- Details
- Project Manual – Specifications

Documentation provided will be sufficient for permit acquisition and contractor's use for pricing/construction.

VI. CONSTRUCTION PROCUREMENT SERVICES

Deutsch will assist THE CITY OF TEMPE in the selection of the General Contractor through Design Bid Build.

Under this scope, we will:

Design Bid Build

1. Conduct a site walk-through of the project with the General Contractor.
2. Prepare the bid documents and proposal for completion by the selected General Contractor and subcontractors.
3. Coordinate Municipal reviews and corrections into the construction documents.
4. Prepare an addendum to describe construction document clarifications and revisions for the selected bidders.
5. Assist in analyzing the submitted construction cost estimates.
6. Assist THE CITY OF TEMPE in preparation of the Bid Award and construction contracts.

VII. CONTRACT ADMINISTRATION SERVICES (HOURLY NOT TO EXCEED)

At the award of the construction contract, Deutsch will provide weekly construction observation and administration services until the issuance of the final Certificate of Payment. Duration of construction is not to exceed (4) Months.

Under this scope, we will:

1. Attend preconstruction meeting to coordinate activities.
2. Answer questions regarding document interpretation during construction, including written interpretations, when necessary.
3. Process and review all shop drawings.
4. Provide analysis of the Certificates of Payment with the Contractor.
5. Prepare written clarifications to the construction documents.
6. Monitor, review, and challenge change orders prepared by the Contractor.



7. Provide a Substantial Completion walk-through with THE CITY OF TEMPE and the Contractor.
8. Prepare the Substantial Completion Certificate.
9. Review and monitor the Contractor's pre-final and final punch list corrections. Deutsch and our consultants are to be provided with a Contractor's typed punch list, delineated by trade or space, prior to our punch walk being scheduled.
10. Review warranty and maintenance manuals for all products specified and installed.
11. Prepare project record drawings from the contractor's 'as-built' documentation, including AutoCAD and hand copying to original mylar documents.

MEETINGS

Throughout the project, beginning with programming, design, and construction, Deutsch will meet with THE CITY OF TEMPE and the General Contractor to review the status of the project, budget, and schedule and indicated below. Working with THE CITY OF TEMPE, Deutsch will provide strategies and direction to achieve the established project plan.

MEETINGS	Deutsch	CIVIL ENG	MPE ENG	LANDSCAPE	STRUCTURAL
Evaluation and Planning	2	1	1*	0	0
Design	4	1	1*	1	0
Construction Administration	20	5	4*	0	2

*Note: starred meeting counts will double if contracted for the building addition/out-building.

PROJECT MANAGEMENT SERVICES

Deutsch will perform Project Management Services to meet THE CITY OF TEMPE's needs and the needs of the project. Each project requires a process that is specifically designed to meet specific project goals. Our Project Management process allows each professional to maximize their contribution, while minimizing the duplication of effort.

The purpose of our Project Management process is to interpret and implement THE CITY OF TEMPE's desires. As part of the Project Management approach, our role is to assure that all parties have a thorough understanding of the project requirements and THE CITY OF TEMPE's needs. This service orchestrates the exchange of information between all members of the Team. The coordination and documentation of these exchanges culminate into a goal for the project that meets the schedule and is within budget, which is the ultimate goal.

Project Management, provided as part of our architectural service, is included. Our Project Management strategy is to provide THE CITY OF TEMPE with added value, while completing the projects on time and within budget.

The Project Manager will:



1. Interface with the Contractor in a harmonious manner.
2. Assist THE CITY OF TEMPE's in-house team.
3. Work with the team to understand the approach and establish guidelines designed to be suitable for everyone.
4. Direct all activities to assure that each member is maximizing the level of its expertise and coordinates these activities to achieve cooperative and successful building experiences.
5. Work with all parties to accomplish a well-designed strategy that meets the user's needs.
6. Monitor project costs within the budget parameters THE CITY OF TEMPE have established.
7. Monitor and evaluate the criteria and the A/E team's design.
8. Review the construction options.

OPTIONAL SERVICES

Deutsch will be pleased to provide a proposal on additional services, if desired. These services may be charged for as a negotiated lump sum fee based on the task requirements, or on an hourly basis. All optional services will require written authorization by THE CITY OF TEMPE.

Available services include, but are not limited to, the following:

1. Models of the project design
2. Electronic visualization renderings
3. Perspective sketches
4. Environmental inspections
5. Cost estimating (provided as allowance)
6. Landscape architecture (provided as allowance)
7. Design scope revisions after Concept Design approval
8. Incorporation of "value engineering" or construction cost revisions, provided by THE CITY OF TEMPE, into the construction documents that have effect on the project scope or on the reviewing agency approval(s).
9. Special Structural Inspections
10. Additional services for Architectural or Engineering design and documentation resulting from incomplete site or geotechnical documentation or unforeseen conditions.
11. Modifications due to hidden or undocumented conditions.



12. Easement Legal description required by municipality. Examples include but not limited to site services from utility companies and site amenities like Sidewalk Easements.
13. Renegotiated municipal or community preferred design or construction techniques, apart from the typical THE CITY OF TEMPE's design, after initial Municipal approval.
14. Fast-track project scheduling and development.
15. Furniture Fixtures and Equipment (FFE) Interior design services.
16. Prepare furniture plans, accessory plans and specifications for common areas.
 - Prepare furniture and accessory installation drawings
 - Coordinate ordering and purchasing of all new furniture and equipment of the common areas
 - Monitor installation of common area furniture and accessories
 - Move Management.
17. Printing of bidding documents for any mass distribution.
18. Additional meetings, beyond those noted above, will be billed as an additional service after approval from the City of Tempe.

SUPPLEMENTAL CONDITIONS

Please refer to the executed contract for the following:

1. Reimbursable Expenses
2. Payment Schedule
3. Limitation of Liability
4. Betterment
5. Lien Rights

COMPENSATION

The services stated above shall be provided on a lump sum fee basis. Construction Administration Services shall be provided as a separate hourly, not to exceed fee. Hourly backup for the proposed fees are attached as Exhibit C. Services will be billed every month on a work completed basis after authorization to proceed. If the basic services covered by this proposal have not been completed within 12 months of the date hereof, hourly rates are subject to review and re-negotiation.

Expenses for optional services and reimbursable expenses will be added to each request for payment. Standard hourly billing rates for Deutsch and our consultants are as attached (Exhibit B).



EXHIBIT B

ARCHITECTURAL DESIGN:

DEUTSCH ARCHITECTURE GROUP
4600 E. Indian School Road
Phoenix, Arizona 85018
(602) 840-2929

Principal	\$195.00
Senior Architect/Interiors	\$190.00
Senior Project Director	\$185.00
Project Architect / Interiors	\$185.00
Sr. Project Manager	\$185.00
Project Manager	\$145.00
Sr. CADD	\$125.00
CADD / Interiors Coordinator	\$110.00
Info Processing (Administrative)	\$70.00
Reimbursables	Cost

Hourly rates are subject to an annual increase of 5%, effective January 1, 2010.

COST ESTIMATING:

RIDER LEVETT BUCKNALL
4343 East Camelback Road
Suite 350
Phoenix, AZ 85018
(602) 443-4848

Senior Claims Consultant	\$180
Claims Consultant / Project Manager	\$170
Senior Vice President / Principal	\$163
Associate	\$135
Senior Cost Manager/Quantity Surveyor (MEP)	\$120
Senior Cost Manager/Quantity Surveyor	\$115
Cost Manager / Quantity Surveyor	\$105
Assistant Cost Manager / Quantity Surveyor	\$90
Administrative Assistant/Clerical	\$50

WAL



CIVIL ENGINEERING and SURVEY:

SUNRISE ENGINEERING

2152 South Vineyard, Suite 123
Mesa, AZ 85210
480-768-8600

Principal Engineer	\$169
Engineer IV	\$119
Engineer III	\$105
Engineering Tech II	\$79
CAD Technician	\$75
Administrative III	\$65
Chief of Survey	\$135
Registered Surveyor	\$125
Survey Manager	\$115
Survey Crew Chief	\$105

STRUCTURAL ENGINEERING:

SIMPLY STRUCTURAL

2929 North 44th Street, Suite 300
Phoenix, Arizona 85018
(602) 433-0303

Principal	\$150
Senior Engineer	\$125
Engineer (P.E.)	\$105
Designer	\$85
Drafting	\$70
Administrative	\$50

Inspections \$75 per hour+
\$25 trip fee per
visit or flat rate
\$250-350 per visit

Reimbursable Expenses Local Deliveries: \$15 each min
Fed Ex: Cost
Plots: \$10 each
Driven Miles billed at Federal Rate
Plane Travel, Lodging etc. billed at cost



MECHANICAL, PLUMBING, AND ELECTRICAL:

Piping Systems
1905 South Lindsay Road
Mesa, AZ 85204
(480) 345-0052

Project Manager	\$110
Designer	\$85
Additional Meetings (per discipline)	\$350

EXHIBIT C

City of Tempe Building Improvements at 1425 S. Clark

Hourly Breakdown by Staff and Task

DEUTSCH ARCHITECTURE GROUP	Project Principal Bernie Deutch, AIA, NCARB \$195/hour		Project Director/QA David Calcesters \$158/hour		Project Architect Jenne Romy, AIA, LEED AP \$109/hour		Drafting Support TED \$125/hour		Admin Support TED \$70/hour		Total by Task
	4	16	4	16	16	80	8	8	124		
Schematic Design/City Site Plan Review	0	40	0	120	0	16	16	0	0	216	
Construction Documents	4	4	4	8	0	0	0	0	0	20	
Quality Assurance	8	60	60	208	24	24	24	24	24	360	
Total by Staff Member		\$1,560.00		\$11,100.00		\$26,000.00		\$1,680.00		\$1,800.00	
Total Cost by Staff Member											\$1,800.00
RAMM											
Field Engineer	5	3	3	3	3	3	3	3	3	640	655
Geotechnical Engineering	5	3	3	3	3	3	3	3	3	640	655
Geotechnical Investigation	5	3	3	3	3	3	3	3	3	640	655
Total by Staff Member		\$250.00		\$420.00		\$400.00		\$80.00		\$640.00	\$655
Total Cost by Staff Member											\$1,800.00
SUNRISE ENGINEERING											
Civil Engineering	8	16	16	24	24	24	24	24	24	46	46
Site Plan Submittal	34	50	128	96	96	96	96	96	96	308	308
Construction Documents	42	50	144	120	120	120	120	120	120	356	356
Total by Staff Member		\$7,098.00		\$5,250.00		\$11,376.00		\$9,000.00		\$0.00	\$32,724.00
Total Cost by Staff Member											\$32,724.00
SIMPLY STRUCTURAL											
Principal	8	52	52	32	32	32	32	32	32	92	92
Construction Documents	8	52	52	32	32	32	32	32	32	92	92
Total by Staff Member		\$1,200.00		\$5,450.00		\$2,240.00		\$0.00		\$0.00	\$8,900.00
Total Cost by Staff Member											\$8,900.00
PIPING SYSTEMS, INC.											
MPE Project Manager	14	2	2	2	2	2	2	2	2	184	184
Construction Documents	14	2	2	2	2	2	2	2	2	184	184
Total by Staff Member		\$1,540.00		\$220.00		\$11,900.00		\$2,380.00		\$0.00	\$16,040.00
Total Cost by Staff Member											\$16,040.00
B&B CONSULTING											
Roof Consultants	8	0	0	0	0	0	0	0	0	8	8
Construction Documents	8	0	0	0	0	0	0	0	0	8	8
Total by Staff Member		\$1,200.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,200.00
Total Cost by Staff Member											\$1,200.00
COST SUMMARY											
FEE											TOTAL
Deutch Architecture Group		\$51,440.00		\$3,000.00		\$54,440.00					\$54,440.00
RAMM		\$1,800.00		\$0.00		\$1,800.00					\$1,800.00
Sunrise Engineering		\$32,724.00		\$1,500.00		\$34,224.00					\$34,224.00
Simply Structural		\$8,900.00		\$100.00		\$9,000.00					\$9,000.00
Piping Systems, Inc.		\$16,040.00		\$25.00		\$16,165.00					\$16,165.00
B&B Consulting		\$1,200.00		\$0.00		\$1,200.00					\$1,200.00
TOTAL											\$116,829.00
REIMBURSABLES											TOTAL
Deutch Architecture Group		\$3,000.00		\$0.00		\$3,000.00					\$3,000.00
RAMM		\$1,800.00		\$0.00		\$1,800.00					\$1,800.00
Sunrise Engineering		\$32,724.00		\$1,500.00		\$34,224.00					\$34,224.00
Simply Structural		\$8,900.00		\$100.00		\$9,000.00					\$9,000.00
Piping Systems, Inc.		\$16,040.00		\$25.00		\$16,165.00					\$16,165.00
B&B Consulting		\$1,200.00		\$0.00		\$1,200.00					\$1,200.00
TOTAL											\$116,829.00

City of Tempe As-Found Documentation at 1426 S. Clark

Hourly Breakdown by Staff and Task

DEUTSCH ARCHITECTURE GROUP	Project Principal Benie Deutch, AIA, RCARB \$195/hour		Project Director/QA David Calatema \$185/hour		Project Architect Jaime Kory, AIA, LEED AP \$185/hour		Drafting Support TBD \$125/hour		Admin Support TBD \$70/hour		Total by Task
Architectural As-Founds	2	8	8	8	8	8	95	4	4	118	
Quality Assurance	2	4	4	4	4	4	0	0	0	10	
Total by Staff Member	4	12	12	12	12	12	95	4	4	128	
Total Cost by Staff Member	\$760.00	\$2,220.00	\$2,220.00	\$2,220.00	\$2,220.00	\$2,220.00	\$12,000.00	\$280.00	\$280.00	\$17,500.00	

SUNRISE ENGINEERING	Registered Surveyor \$25/hour		Survey Crew Chief \$75/hour		CAD Tech III \$75/hour		Total by Task
Topographic and Utility Survey							
ALTA Survey	8	0	0	0	0	0	8
Survey Field Work	4	20	20	0	0	0	24
Base Map Creation	4	0	0	32	36	36	36
Total by Staff Member	16	20	20	32	36	36	68
Total Cost by Staff Member	\$2,000.00	\$2,100.00	\$2,100.00	\$2,400.00	\$3,000.00	\$3,000.00	\$5,890.00

SIMPLY STRUCTURAL	Principal \$150/hour		Engineer \$105/hour		Drafting \$70/hour		Total by Task
Structural As-Founds							
Structural As-Founds	6	14	14	9	9	9	29
Total by Staff Member	6	14	14	9	9	9	29
Total Cost by Staff Member	\$900.00	\$1,470.00	\$1,470.00	\$630.00	\$630.00	\$630.00	\$3,000.00

PIPING SYSTEMS, INC.	Project Manager \$120/hour		Designer \$105/hour		Total by Task
MPE As-Founds					
MPE As-Founds	10	48	48	0	58
Total by Staff Member	10	48	48	0	58
Total Cost by Staff Member	\$1,200.00	\$4,080.00	\$4,080.00	\$0.00	\$5,160.00

COST SUMMARY	FEE	REIMBURSABLES		TOTAL
Deutch Architecture Group	\$17,500.00	\$500.00	\$18,000.00	
Sunrise Engineering	\$6,500.00	\$0.00	\$6,500.00	
Simply Structural	\$3,000.00	\$150.00	\$3,150.00	
Piping Systems, Inc.	\$5,160.00	\$100.00	\$5,260.00	
TOTAL			\$32,910.00	

City of Tempe Addition or Out-Building at 1425 S. Ciark (Allowance)

Hourly Breakdown by Staff and Task

DEUTSCH ARCHITECTURE GROUP	Project Principal Boris Deutsch, AIA, NCARB \$185/hour	Project Director/DA David Calatena \$185/hour	Project Architect Jaime Kury, AIA, LEED AP \$185/hour	Drafting Support TBD	Admin Support TBD	Total by Task
Schematic Design/City Site Plan Review	0	6	16	40	0	62
Construction Documents	0	2	2	4	0	8
Quality Assurance	0	24	24	124	4	176
Total by Staff Member	\$0.00	\$4,440.00	\$4,440.00	\$15,500.00	\$280.00	\$24,660.00

**RAMM
Geotechnical Engineering
INCLUDED IN MAIN GEOTECHNICAL FEE**

SUNRISE ENGINEERING	Principal Engineer \$129/hour	Engineer III \$109/hour	Engineering Tech II \$79/hour	CAD Tech III \$53/hour	Total by Task
Civil Engineering	0 <td>0 <td>6 <td>12 <td>18</td> </td></td></td>	0 <td>6 <td>12 <td>18</td> </td></td>	6 <td>12 <td>18</td> </td>	12 <td>18</td>	18
Construction Documents	0 <td>0 <td>6 <td>12 <td>18</td> </td></td></td>	0 <td>6 <td>12 <td>18</td> </td></td>	6 <td>12 <td>18</td> </td>	12 <td>18</td>	18
Total by Staff Member	\$0.00	\$0.00	\$474.00	\$900.00	\$1,374.00

SIMPLY STRUCTURAL	Principal \$150/hour	Engineer \$100/hour	Drafting \$70/hour	Total by Task
Construction Documents	3	13	9	25
Total by Staff Member	\$450.00	\$1,365.00	\$630.00	\$2,445.00

PIPING SYSTEMS, INC.	MPE Project Manager \$110/hour	Fire Protection PM \$110/hour	MPE Designer \$59/hour	Fire Prot. Des. \$56/hour	Total by Task
Construction Documents	4	1	28	10	43
Total by Staff Member	\$440.00	\$110.00	\$2,380.00	\$560.00	\$3,780.00

COST SUMMARY	FEE	REIMBURSABLES		TOTAL
Deutch Architecture Group	\$24,660.00	\$1,000.00	\$26,660.00	
RAMM	\$0.00	\$0.00	\$0.00	
Sunrise Engineering	\$1,374.00	\$360.00	\$1,674.00	
Simply Structural	\$2,445.00	\$100.00	\$2,545.00	
Piping Systems, Inc.	\$3,780.00	\$100.00	\$3,880.00	
TOTAL			\$33,769.00	

Construction Administration at 1425 S. Clark (hourly not to exceed)

Hourly Breakdown by Staff and Task

	Project Principal Boris Deutsch, AIA, NCARB \$150/hour	Project Director/QA David Calakras \$150/hour	Project Architect Julie Nomy, AIA, LEED AP \$100/hour	Drafting Support TBD \$125/hour	Admin Support TBD \$70/hour	Total by Task
Construction Administration	86	40	24			160
Total by Staff Member	0	36	0	40	24	100
Total Cost by Staff Member	\$0.00	\$17,760.00	\$0.00	\$5,000.00	\$1,680.00	\$24,440.00

	Principal Engineer \$180/hour	Engineer III \$115/hour	Engineering Tech II \$70/hour	CAD Tech III \$75/hour	Total by Task	
Construction Administration	2	20	40	15	78	
Total by Staff Member	2	20	40	15	78	
Total Cost by Staff Member	\$338.00	\$2,100.00	\$3,150.00	\$1,200.00	\$0.00	\$5,788.00

	Engineer \$105/hour	Inspector \$75/hour	Trip Charge \$35/tp	Total by Task	
Construction Administration	9	0	0	9	
Total by Staff Member	9	0	0	9	
Total Cost by Staff Member	\$0.00	\$945.00	\$0.00	\$0.00	\$945.00

	Project Manager \$110/hour	Designer \$155/hour	Total by Task	
Construction Administration	0	16	16	
Total by Staff Member	0	16	16	
Total Cost by Staff Member	\$0.00	\$1,360.00	\$0.00	\$1,360.00

	Principal \$150/hour	Total by Task		
Construction Administration	24	24		
Total by Staff Member	24	24		
Total Cost by Staff Member	\$3,600.00	\$0.00	\$0.00	\$3,600.00

	FEES	REIMBURSABLES	TOTAL
Deutsch Architecture Group	\$24,440.00	\$500.00	\$24,940.00
Sunrise Engineering	\$6,798.00	\$1,200.00	\$7,998.00
Simply Structural	\$945.00	\$100.00	\$1,045.00
Piping Systems, Inc.	\$1,360.00	\$100.00	\$1,460.00
B&B Consulting	\$3,600.00	\$0.00	\$3,600.00
TOTAL			\$39,043.00

Construction Administration for Addition or Out-Building at 1425 S. Clark (Allowance)

Hourly Breakdown by Staff and Task

DEUTSCH ARCHITECTURE GROUP	Project Principal Bernie Deutsch, AIA, NCARB \$185/hour	Project Director/QA David Coletta \$185/hour	Project Architect Johnie Kury, AIA, LEED AP \$185/hour	Drafting Support TBD \$72/hour	Admin Support TBD \$72/hour	Total by Task
Construction Administration		32		16	18	64
Total by Staff Member	0	32	0	16	18	64
Total Cost by Staff Member	\$0.00	\$5,920.00	\$0.00	\$2,000.00	\$1,296.00	\$9,040.00

SUNRISE ENGINEERING

No additional Construction Administration Work anticipated for addition

SIMPLY STRUCTURAL

	Engineer \$105/hour	Inspector \$75/hour	Trip Charge \$35/rip	Total by Task
Construction Administration	6			6
Total by Staff Member	6	0	0	6
Total Cost by Staff Member	\$0.00	\$550.00	\$0.00	\$0.00

PIPING SYSTEMS, INC.

	Project Manager \$110/hour	Designer \$185/hour	Total by Task
Construction Administration		16	16
Total by Staff Member	0	16	16
Total Cost by Staff Member	\$0.00	\$1,360.00	\$0.00

COST SUMMARY

	FEE	REIMBURSABLES	TOTAL
Deutch Architecture Group	\$9,040.00	\$500.00	\$9,540.00
Sunrise Engineering	\$0.00	\$0.00	\$0.00
Simply Structural	\$630.00	\$100.00	\$730.00
Piping Systems, Inc.	\$1,360.00	\$0.00	\$1,360.00
TOTAL			\$11,630.00

Cost Consultancy during Design at 1425 S. Clark (Allowance)

RIDER LEVETT BUCKNALL

ESTIMATED ALLOWANCE FOR COST ESTIMATING

	Total by Task
Design Development Cost Estimate	1600
Construction Document Cost Est	1500
Total Cost by Staff Member	3300
	\$3,300.00

Landscape Architecture during Design at 1425 S. Clark (Allowance)

VOLLMER & ASSOCIATES

ESTIMATED ALLOWANCE FOR LANDSCAPE ARCHITECTURE AS-BUILDING AND DESIGN

	Total by Task
Total Cost	\$4,200.00

COST SUMMARY

Building Improvements Design	\$116,829.00
As-Found Investigation	\$32,930.00
Addition/Out-Building Design	\$33,759.00
Building Improvements Const. Admin.	\$39,043.00
Addition/Out-Building Const. Admin.	\$11,530.00
Cost Estimating	\$5,300.00
Landscape Design	\$4,200.00
Total Fee	\$241,591.00

LUMP SUM FEE BREAK-OUT

Building Improvements Design	\$116,829.00
As-Found Investigation	\$32,930.00
Total Fee	\$149,759.00

ALLOWANCE FEE BREAK-OUT

Addition/Out-Building Design	\$33,759.00
Addition/Out-Building Const. Admin.	\$11,530.00
Cost Estimating	\$3,300.00
Landscape Design	\$4,200.00
Total Fee	\$52,589.00

HOURLY N.T.E. FEE BREAK-OUT

Building Improvements Const. Admin.	\$39,043.00
Total Fee	\$39,043.00

CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS

AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT
REGARDING
HEALTH INSURANCE

_____,
Arizona

Date _____

**Fire Support Services Building Improvements
Project No. 5604001**

I hereby certify that _____ (name of company) currently has, and all of its major subcontractors/subconsultants, defined as doing work in excess of \$30,000.00, will have, during the course of this contract, health insurance for all employees working on this project and will offer health insurance coverage to eligible dependents of such employees, as defined in the accompanying Guidelines. The company's health insurance is as follows:

Name of Insurance Company: _____

Type of Insurance (PPO, HMO, POS, INDEMNITY): _____

Policy No.: _____

Policy Effective Date (MM/DD/YY): _____

Policy Expiration Date (MM/DD/YY): _____

Signed and dated at _____, this _____ day of _____, 2009.

General Contractor/Prime Consultant

By: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2009.

Notary Public

My commission expires:

City of Tempe

Guidelines for Implementation of Health Insurance

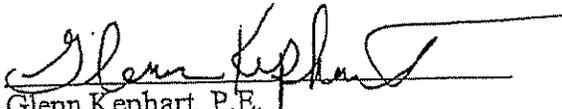
These Guidelines are provided for purposes of implementing Resolution No. 2000.73, which requires all employees of prime consultants, general contractors and major subconsultants and subcontractors to have health insurance and to offer health insurance to their eligible dependants, as determined at the start of each project. Questions regarding these guidelines should be directed to the City of Tempe Engineering Division at (480) 350-8200.

1. All Prime Consultants who enter into a Public Works contract or General Contractors who bid on Public Works projects that are advertised for bid and enter into a contract in excess of \$30,000 with the City of Tempe after January 1, 2001, are required to sign an affidavit in the form attached hereto. The prime consultant or general contractor shall require that all major subconsultants or subcontractors, defined as entities doing work in excess of \$30,000, comply with the health insurance requirements. In signing the affidavit, prime consultants and general contractors may refer to and rely upon these Guidelines for interpretation.
2. Health insurance is required for permanent employees who work for the consultant/contractor more than one hundred and twenty (120) days in any calendar year. A "work day" consists of any time within a twenty-four hour period, regardless of number of hours that the individual is paid. This requirement excludes students working part-time who are enrolled in a recognized educational institution. Many companies have a grace period or a qualifying period prior to commencement of insurance coverage, which is acceptable so long as the employee coverage begins by the 120th day of contract signing. Temporary employees will be covered to the same extent as the City of Tempe covers temporary employees as determined at the start of each project.
3. If a contractor is a "Union" shop and withholds union dues from employees for health insurance coverage that is also offered to their eligible dependents and meets all City requirements, the Contractor may so note on the required affidavit.
4. The health insurance requirements herein apply to all employees that are directly involved with the City of Tempe project including support and administrative personnel.
5. Health insurance coverage must be maintained during the entire time of the contract, including any warranty periods, with the City.
6. All complaints concerning violations of the health insurance requirements shall be filed by an employee, in writing, with the Public Works Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision

of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.

7. In the event of a finding by the City of a violation of the insurance provisions, the company in violation of the provision shall be barred from bidding on, or entering into, any public works contract with the City for a minimum period of three (3) years.
8. All consultants and contractors subject to the health insurance requirements shall post, in English and Spanish, notice of the health insurance requirements at their office and at the job site. Signs for posting will be provided by the City.

These "Guidelines for Implementation of Health Insurance", issued and dated this 21st day of August, 2002, hereby amend all guidelines previously issued.


Glenn Kephart, P.E.
Public Works Manager