

CITY COUNCIL REPORT



Meeting Date: February 11, 2025
 General Plan Element: ***Public Services & Facilities***
 General Plan Goal: ***Provide city service facilities to meet the needs of the community***

ACTION

Adopt Resolution No. 13318 authorizing Contract No. 2025-004-COS between the City and Chasse Building Team, Inc., in an amount not to exceed \$1,629,553.02 to provide Design Build Manager (DBM) preconstruction services for the Bond 2019 Project No. 63 – Build Parking Structures in Old Town Scottsdale.

BACKGROUND

In the 2019 Bond election, voters approved Project No. 63 to provide additional parking facilities in Old Town. On July 1, 2024, Council gave direction to staff to use a portion of this funding to proceed with the addition of two levels to the existing City-owned parking structure at 1st Street and Brown Avenue. As the project will expand the existing facility by adding additional levels, the Design Build Manager (DBM) alternative delivery method was chosen to streamline design and construction and to control construction cost through the design process. Staff issued solicitation RFSQ-072024-190 for DBM services. The panel selected the Chasse Building Team as the most qualified firm, and staff negotiated the fee for their preconstruction/design phase services.

ANALYSIS & ASSESSMENT

Recent Staff Action

In 2017 Capital Project Management (CPM) commissioned a study for the existing structure and the feasibility to add additional levels to this existing structure. Currently the structure is designed to accommodate up to three additional levels. The study confirmed that the existing structure, originally constructed in 2004 was in good condition and capable of supporting additional floors. They recommended two options: Option 1, add three levels and eliminate the east west alley access, or Option 2, add two levels with and elevated second level allowing east/west access for high profile vehicles. At an April 16, 2024 City Council Work Study session, staff presented the expansion of the 1st Street and Brown Parking structure along with two other options to expand parking in the most needed areas of Old Town. Within the available bond funding CPM will

Action Taken See Marked Agenda - Adopt Resolution No. 13318 - YES - 6/1, with Mayor Borowsky dissenting

construct 2 additional levels at the 1st Street and Brown Parking Structure and under a separate appropriation, an additional structure will be considered for 6th Avenue.

Community Involvement

Significant community outreach will be undertaken for input during design. The team will also submit to the Development Review Board as deemed necessary in the Pre-Application meeting with Planning.

RESOURCE IMPACTS

Available funding

Sufficient funding to award this Design-Build Services contract is currently available in Bond Project 63, Build Parking Structures in Old Town Scottsdale.

Staffing, Workload Impact

The contract administrator responsible for enforcement of all provisions of the contract is Roger Berna, Principal Project Manager, Capital Project Management.

Maintenance Requirements

There will be additional maintenance costs for sweeping and cleaning.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Adopt Resolution No. 13318 authorizing Contract No. 2025-004-COS between the City and Chasse Building Team in an amount not to exceed \$1,629,553.02 to provide Design Build Manager preconstruction services for the 2019 Bond Project No. 63 – Build Parking Structures in Old Town Scottsdale.

Proposed Next Steps

Upon Council approval, services for the project will begin immediately and will be part of a single or multi-phased project that requires twelve months for design. It is anticipated that multiple Guaranteed Maximum Price (GMP) contracts for construction will be brought to council. GMP 1 will be for the purchase of long lead materials and GMP 2 will be for the balance of construction.

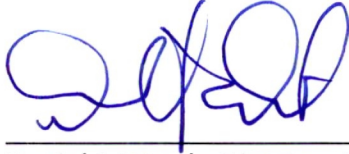
RESPONSIBLE DEPARTMENT(S)

Capital Project Management

STAFF CONTACTS (S)

Roger Berna, Principal Project Manager, rberna@scottsdaleaz.gov, (480) 312-7845

APPROVED BY



Daniel J. Worth, Director, Public Works Division

(480) 312-5555, dworth@scottsdaleaz.gov

1-14-25

Date

ATTACHMENTS

1. Resolution No. 13318
2. Location Map
3. Evaluation Matrix
4. Contract No. 2025-004-COS

RESOLUTION NO. 13318

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA AUTHORIZING THE MAYOR TO EXECUTE CONTRACT NO. 2025-004-COS BETWEEN THE CITY AND CHASSE BUILDING TEAM, INC. IN AN AMOUNT NOT TO EXCEED \$1,629,553.02 TO PROVIDE DESIGN BUILD MANAGER (DBM) PRECONSTRUCTION SERVICES FOR THE 2019 BOND PROJECT NO. 63 – BUILD NEW PARKING STRUCTURES IN OLD TOWN SCOTTSDALE.

WHEREAS, the City desires to obtain Design Build Manager (DBM) preconstruction phase services for the 2019 Bond Project No. 63 – Build New Parking Structures in Old Town Scottsdale; and

WHEREAS, Chasse Building Team, Inc. has been selected to provide the services desired by the City; and

WHEREAS, Chasse Building Team, Inc. is qualified to render the services desired by the City;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona as follows:

Section 1. The Mayor is authorized and directed to execute, on behalf of the City, Contract No. 2025-004-COS between the City and Chasse Building Team, Inc. in an amount not to exceed one million six hundred twenty-nine thousand five hundred fifty-three and 02/100 dollars (\$1,629,553.02) to provide Design Build Manager (DBM) preconstruction phase services for the 2019 Bond Project No. 63 – Build New Parking Structures in Old Town Scottsdale.

PASSED AND ADOPTED by the City Council of the City of Scottsdale this _____ day of _____, 2025.

ATTEST:

CITY OF SCOTTSDALE
An Arizona municipal corporation

Ben Lane, City Clerk

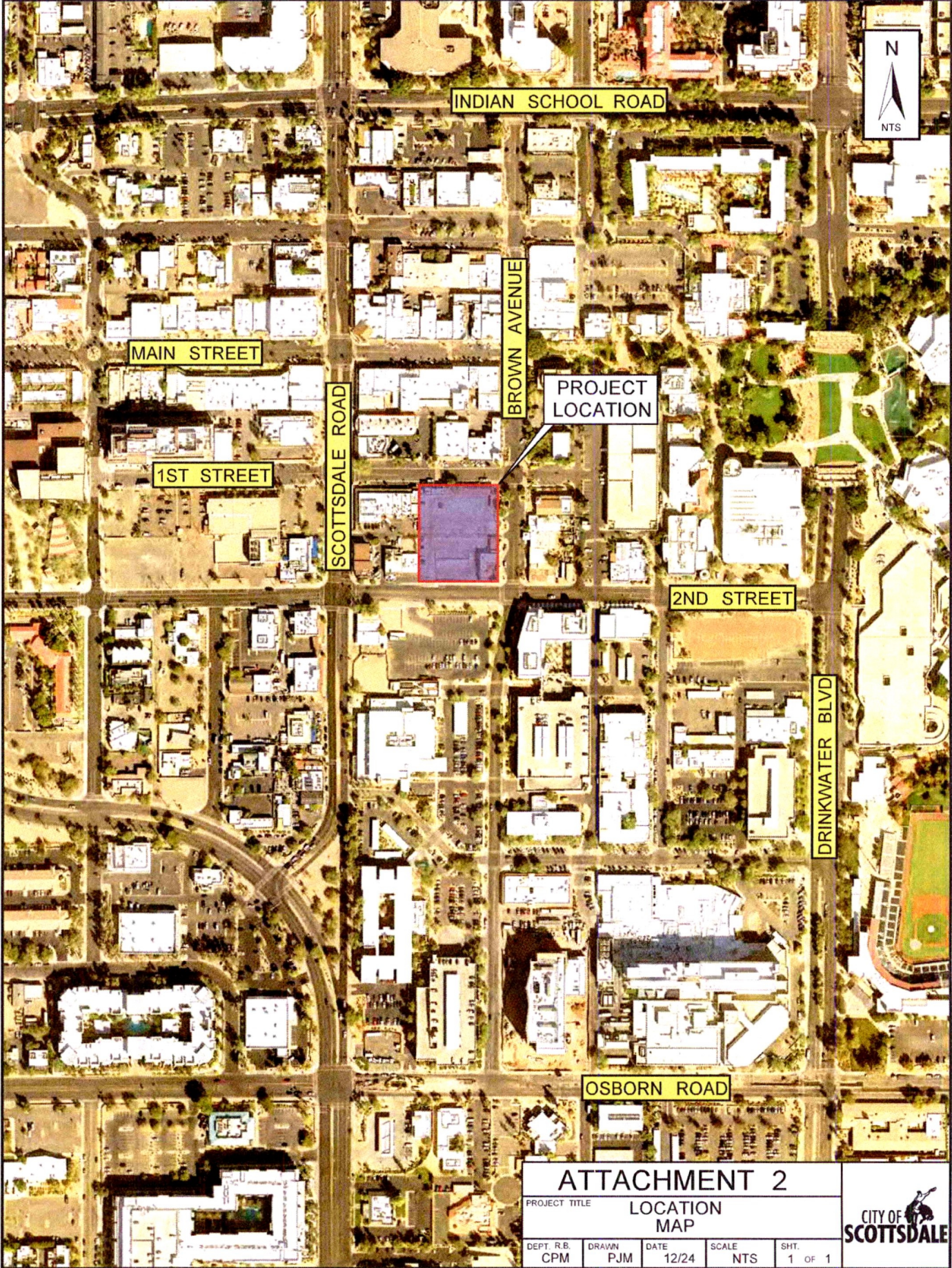
Lisa Borowsky, Mayor

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY



Sherry R. Scott, City Attorney
By: Shane C. Morrison, Assistant City Attorney

ATTACHMENT 1



ATTACHMENT 2

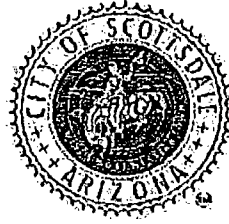
PROJECT TITLE LOCATION MAP

DEPT. R.B.	DRAWN	DATE	SCALE	SHT.
CPM	PJM	12/24	NTS	1 OF 1



SOLICITATION RFSQ-072024-190 FOR BOND 2019
PROJECT 63 - BUILD PARKING STRUCTURES IN OLD
TOWN SCOTTSDALE

Company	Rank
Balfour Beatty	
Chasse	1
KBE	
Kitchell	
Pono	
Weitz	
Willmeng	
Channen	



CITY OF SCOTTSDALE

DESIGN-BUILD

PRECONSTRUCTION CONTRACT

PRECONSTRUCTION PHASE SERVICES

PROJECT NO. RFSQ-072024-190

BOND PROJECT 63 – BUILD PARKING STRUCTURE IN OLD TOWN SCOTTSDALE

CONTRACT NO. 2025-004-COS

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CITY OF SCOTTSDALE
DESIGN BUILD
PRECONSTRUCTION CONTRACT
DESIGN PHASE SERVICES

PROJECT NO. RFSQ-072024-190
Bond Project 63 – Build Parking Structure in Old Town Scottsdale
CONTRACT NO. 2025-004-COS

THIS DESIGN BUILD PRECONSTRUCTION CONTRACT, (the "Contract") is entered into this ____ day of _____, 20____, (the "Effective Date") by the City of Scottsdale, an Arizona municipal corporation, (the "City") and Chasse Building Team, Inc., an Arizona Corporation, (the "Design Build Manager" or "DBM").

RECITALS

- A.** The Mayor of the City of Scottsdale, Arizona, is authorized by provisions of the City Charter to execute Contracts for professional services and construction services.
- B.** The City intends to construct the 2019 Bond Project No. 63 – Build Parking Structure in Old Town Scottsdale, as described in Exhibit A attached, and referred to in this Contract as the "Project," located at the SE corner of 1st Street and Brown Ave.
- C.** The City desires to enter into this Contract with the DBM for the Preconstruction phase services identified in this Contract. At the end of the preconstruction phase, at the City's discretion, the City may enter into a separate Construction Contract with the DBM for construction phase services.

CONTRACT

FOR AND IN CONSIDERATION of the parties' mutual covenants and conditions, it is agreed between the City and the DBM as follows:

ARTICLE 1 - BASIC PRECONSTRUCTION PHASE SERVICES

1.0 GENERAL

- A.** The DBM, to further the interests of the City, will perform the services required by, and in accordance with this Contract, to the satisfaction of the Contract Administrator, exercising the degree of care, skill and judgment a professional design and construction manager performing similar services in Scottsdale, Arizona would exercise at that time, under similar conditions. The DBM will, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practice. The services being provided under this Contract will not alter any real property owned by the City.
- B.** Initial Program Evaluation: The DBM will provide an initial written evaluation of the City's Project with recommendations as to the requirements of the Project and the

PROJECT NAME: BOND PROJECT 63 – BUILD PARING STRUCTURE IN OLD TOWN SCOTTSDALE

PROJECT NO: RFSQ-0724-190

19624050v4 DBM Des (Rev. Dec. 2016)

Project's budget. The City and the DBM will identify an acceptable time frame by which the DBM will provide initial program evaluation.

- C. Project Meetings: The DBM will attend Project Team meetings which may include, but are not limited to, monthly Project management meetings, Project workshops, special Project meetings, and Construction Documents rolling reviews.
- D. . The DBM will promptly notify the City in writing whenever the DBM discovers errors in any Drawings or Specifications or changes in the Scope of Work requiring an adjustment in the cost estimate, Project Schedule, Guaranteed Maximum Price (GMP) Proposals or in the Contract Time for the Work, to the extent they are established.
- E. The DBM, when requested by the City with reasonable notice, will attend, make presentations and participate as may be appropriate, in public or community meetings related to the Project. The DBM will provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or appropriate in any public agency meetings.

1.1 CONSTRUCTION MANAGEMENT PLAN

- A. The DBM will prepare a Design Build Management Plan, which includes but is not limited to the DBM's professional opinions concerning: (1) Project milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project, (2) plans for investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing physical surface and subsurface facilities and underground utilities, (3) alternate strategies for fast-tracking or phasing the construction, (4) the number of separate subcontracts to be awarded to Subcontractors and Suppliers for the Project construction, (5) any Intergovernmental Contracts (IGA's), (6) permitting strategy, (7) safety and training programs, (8) construction quality control, (9) a commissioning program, (10) the cost estimate and basis of the model, (11) a matrix summarizing each Project Team member's responsibilities and roles, and (12) goal compliance strategy.
- B. The DBM will add detail to its previous version of the Design Build Management Plan to keep it current throughout the preconstruction phase, so that the Construction Management Plan is ready for implementation at the start of the construction phase. The update/revisions may take into account (a) revisions in Drawings and Specifications; (b) the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the City, Design Professional or the DBM, (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and right of way, (d) the fast-tracking, if any, of the construction, or other chosen construction delivery methods, (e) the requisite number of separate bidding documents to be advertised, (f) the status of the procurement of long-lead time equipment (if any) or materials, and (g) funding issues identified by the City.

1.2 PROJECT SCHEDULE

- A. The fundamental purpose of the "Project Schedule" is to identify, coordinate and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Project Schedule requirements. The DBM will, however, develop and maintain the "Project Schedule" on behalf of and to be used by the Project Team based on input from the other Project Team members. The Project Schedule is subject to City approval. The Project Schedule will be consistent with the most recent revised/updated Critical Path Method. The Project Schedule will use the Critical Path Method technique, unless required otherwise in writing by the City. The DBM will use scheduling software to develop the Project Schedule that is acceptable to the City. The Project Schedule will be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Project Schedule will indicate milestone dates for the phases once determined. The Project Schedule's activities will directly correlate with the Schedule of Values specified in Article 1.4(A).

- B. The DBM will include and integrate in the Project Schedule the services and activities required of the City, the Design Professional and the DBM including all construction phase activities based on the input received from the City and the Design Professional. The Project Schedule will detail activities to the extent required to show: (1) the coordination between conceptual design and various design phase documents, (2) separate long-lead procurements, if any, (3) permitting issues, (4) land and right-of-way acquisition, if any, (5) bid packaging strategy and awards to Subcontractors and Suppliers, (6) major stages of construction, (7) start-up and commissioning, and (8) City's acceptance of the completed Work. The Project Schedule will include, by example and not limitation, proposed activity sequences and durations for procurement, construction and testing activities, milestone dates for actions and decisions by the Project Team, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement (if any), milestone dates for various construction phases, total float for all activities, relationships between the activities, the City's occupancy requirements showing portions of the Project having occupancy priority, and proposed dates for Substantial Completion and when the Work would be ready for final acceptance.

- C. The Project Schedule will be updated and maintained by the DBM throughout this Contract to assure that the schedule will not require major changes at the start of the construction phase to incorporate the DBM's plan for the performance of the construction phase Work. The DBM will provide updates or revisions to the Project Schedule for use by the Project Team, whenever required, but no less often than at the monthly Project Team meetings. The DBM will include with these submittals a narrative describing its analysis of the progress achieved to-date vs. that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

1. Project Phasing (Optional): At the City's direction the DBM will review the design and make recommendations for phased construction. If phased construction is considered appropriate and the City approves, the DBM will review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work. The DBM will take into consideration factors such as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other pertinent factors.

1.3 GENERAL DESIGN DOCUMENT REVIEWS

- A. The DBM will evaluate periodically the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the cost estimate, GMP Proposals or the Project Schedule.
- B. The DBM will recommend, with City approval, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for the DBM to construct the Project.
- C. The DBM will meet with the Project Team as required to review designs during their development. The DBM will familiarize itself with the evolving documents through the preconstruction phases. The DBM will proactively advise the Project Team and make recommendations on factors related to construction costs and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems and labor and material availability. The DBM will also advise the Project Team on errors and omissions it has discovered in Drawings and Specifications related to proposed Site improvements, excavation and the foundation as well as other errors and omissions the DBM has identified with respect to coordination of the Drawings and Specifications. The DBM will recommend cost effective alternatives.
- D. The DBM will routinely conduct constructability and bidability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews will identify discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, and coordination of the Work of Subcontractors and Suppliers as follows:
 1. Constructability Reviews: The DBM will evaluate whether: (a) the Drawings and Specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Drawings and Specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of Work required by or inferable from the Drawings and Specifications are practicable, and (g) the design has taken into consideration, efficiency issues concerning: access and entrance to the Site, lay down and storage of materials, staging of Site facilities, construction parking, and other similar pertinent issues.

2. Bidability Reviews: The DBM will check cross-references and complementary Drawings and sections within the Specifications, and in general evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) specifications include alternatives in the event a requirement cannot be met in the field, and (d) in its professional opinion, the Project is likely to be subject to differing Site conditions.
 3. The results of the reviews will be provided to the City in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents.
 4. The DBM's reviews will also be from a contractor's perspective, and though it will serve to reduce the number of Requests for Information (RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications will remain with the Design Professional.
- E. Notification of Variance or Deficiency: The DBM is ultimately responsible for compliance with those laws, statutes, ordinances, building codes, rules and regulations.
- F. Alternate Systems Evaluations: The Project Team will routinely identify and evaluate using value engineering principles, any alternate systems, approaches, or design changes that have the potential to reduce Project costs while still delivering a quality and functional product. Throughout this Contract and upon the City's instruction the DBM will provide value engineering at various stages throughout the Project. The Project Team, with approval by the City, will decide which alternatives will be incorporated into the Project. The DBM will have full responsibility for the incorporation of the alternatives into the Drawings and Specifications. The DBM will include the cost of the alternatives into the cost estimate and any GMP Proposals.

1.4 COST ESTIMATES

- A. The DBM will provide a Schedule of Values acceptable to the City including a detailed cost estimate and written review of the documents within fourteen (14) days after the DBM's receipt of the documents required for the preconstruction phase.
- B. If any estimate submitted to the City exceeds previously accepted estimates or the City's Project budget, the DBM will make appropriate recommendations on methods and materials to the City that it believes will bring the Project back into the Project budget. Major milestones on the Project include 30%, 60%, 90% submittals consistent with the City of Scottsdale's Design Standards and Policies Manual.

- C. In between these milestone estimates, the DBM will periodically provide a tracking report, which identifies the upward or downward movements of costs due to value engineering or scope changes. It will be the responsibility of the DBM to keep the City informed as to the major trend changes in costs relative to the City's budget.
- D. If requested by the City, the DBM will prepare a preliminary "cash flow" projection based upon historical records of similar type projects to assist the City in the financing process.

1.5 GUARANTEED MAXIMUM PRICE (GMP)

- A. At the end of the preconstruction phase or at a time determined by the City with reasonable notice, the City will request the DBM to provide a GMP, or series of GMP's if the DBM determines phased construction would be in the City's best interest. The approved form of GMP(s) is stated in Exhibit C, attached and by reference made a part of this Contract.
 - 1. The DBM guarantees to bring the completion of the construction of the Project within the GMP or the DBM alone will be required to pay the difference between the actual cost and the GMP.
 - 2. Buy out savings are any savings of the DBM's GMP at the conclusion of the selection of Subcontractors. Buy out savings may be used during construction by the City as a City Project Contingency. Unused savings will be returned to the City.
 - 3. Any savings realized during construction may be incorporated into the construction of the Project to fund additional scope items. Unused savings will be returned to the City.
- B. The Total Costs of the Work (Direct Costs), plus the DBM Indirect Costs, plus taxes, plus the City's Project Contingency equals the Total GMP. The GMP is composed of the following actual costs, not-to-exceed cost reimbursable, fixed fee or lump sum amounts defined below:
 - 1. The Total Cost of the Work (Direct Costs) is a negotiated cost and is a not-to-exceed amount defined by the individual work items and their associated negotiated unit prices as a part of the hard construction work as defined in Article 8. It includes direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, materials testing, and warranty of the work together with self-performed work that the DBM established in the Sub-Contractor Selection Plan. The Cost of Work does not include the DBM's Indirect Costs.
 - 2. The DBM's Indirect Costs include the General Conditions, Payment and Performance Bonds, Insurance, the DBM Construction Fee and Taxes.
 - a. The General Conditions Costs are a negotiated amount of project supervision and other indirect costs according to construction terms

as defined in Article 8. These costs are not reflected in other GMP items. Costs may include, but are not limited to, the following: Project Manager, Superintendent, Full-time General Foremen, workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.) and administrative office personnel. Other costs may include: temporary office, building permit and licensing fees, fencing and other facilities, office supplies, office equipment, minor expenses, utilities, vehicles, fuel, sanitary facilities, and telephone services at the site.

- b. Payment Bonds, Performance Bonds and Insurance are actual costs applied to Cost of Work and General Conditions Costs as detailed in the GMP Proposal.
- c. The DBM Construction Fee is a negotiated fixed fee that is proposed by the DBM for the project as defined in Article 8. It is for management and related services of the DBM Project.
- d. Taxes include all sales, use, consumer, and other taxes which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.

The successful DBM must secure and maintain, during the life of the Contract, a combined State of Arizona and City of Scottsdale Transaction Privilege (sales) Tax License.

For information on how to obtain a combined State of Arizona and City of Scottsdale Privilege (Sales) Tax License, please go to the following website: <https://azdor.gov/transaction-privilege-tax/tpt-license/applying-tpt-license>

The City's Project Contingency is defined in Article 8. It is to be used at the sole discretion of the City to cover any increases in Project costs that result from City directed changes or unforeseen Site conditions. The City's Project Contingency will be added to the GMP amount provided by the DBM, the sum of which will be the full contract price for construction. Taxes will be applied by the DBM at the time of the City's Project Contingency is an additional negotiated Construction Fee.

- 3. The GMP is cumulative. The amount of any GMP amendment will be negotiated separately and will reflect the DBM's risk from that point forward in the Project.

1.6 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS

- A. The DBM will present the proposed GMP for the entire Work (or portions of the Work) in a format acceptable to the City as set forth in Exhibit C, attached, and by reference made a part of this Contract. The City may request a GMP Proposal for any portion of the Project at any time with reasonable notice during the preconstruction phase. Any GMP Proposals submitted by the DBM will be based on and be consistent with the current updated/revised cost estimate at the time of the request, the associated estimates for construction costs, and will include any clarifications or assumptions upon which the GMP Proposal(s) are based.
- B. GMP Proposals for the entire Project will be the sum of the maximum Cost of the Work, and also include the DBM's Construction Fee, General Conditions Costs, Taxes, Insurance, Bonds, DBM Indirect Costs, and City's Project Contingency.
- C. The DBM, in preparing any GMP Proposal, will obtain from the Design Professional, 6 sets of signed, sealed, and dated plans and specifications (including all addenda). The DBM will prepare its GMP in accordance with the City's request for GMP Proposal requirements based on the most current completed plans and specifications at that time. The DBM will mark the face of each document of each set of plans and specifications upon which its proposed GMP is based. The DBM will send one set of those documents to the City's Contract Administrator, keep one set, and return the third set to the Design Professional.
- D. The DBM will include an updated/revised Project Schedule with any GMP Proposal(s) that reflects the Scope of Work shown in the current set of design documents upon which the GMP Proposal(s) is based. Any Project Schedule updates/revisions will continue to comply with the requirements of Article 1.2.
- E. If the Design Build Services Contract is negotiated as a not-to-exceed amount, all GMP savings resulting from a lower actual Project cost than anticipated by the DBM will revert to the City.

1.7 GUARANTEED MAXIMUM PRICE (GMP) REVIEW AND APPROVAL

- A. The DBM will meet with the City to review any GMP Proposal(s) and review the written statement of its basis. In the event the City discovers inconsistencies or inaccuracies in the information presented, the DBM will make adjustments as necessary to the GMP Proposal, its basis, or both.
- B. Upon receipt of any GMP Proposal from the DBM, the City may submit the same documents that were used by the DBM in developing its GMP to an independent third party or to the Design Professional for review and verification. The third party or Design Professional will develop an independent estimate of the Cost of the Work and review the Project Schedule for the associated scope of the GMP Proposals. If the DBM GMP Proposal is greater than that of the independent third party or Design Professional's estimate, the City may require the DBM to reconfirm its GMP Proposal. The DBM will accept the independent third party's or Design Professional's estimate for the Cost of Work as part of its GMP Proposal or present a report identifying, explaining and substantiating the differences within 7 days of the City's request.

- C. If design changes are required during the review and negotiation of GMP Proposals, the City will authorize and cause the Design Professional to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. These revised Construction Documents will be furnished to the DBM. The DBM will promptly notify the Design Professional and the City in writing if any revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.
- D. The DBM guarantees to complete the Project at a Cost that will not exceed the final approved GMP Proposal amount, and the DBM assumes the responsibility for paying any difference between the actual Cost of the Work and that amount.
- E. The DBM may then be requested to, or at its own discretion, submit a revised GMP Proposal for consideration by the City. At that time the City may do one of the following:
 - 1. Accept the DBM original or revised GMP Proposal, if within the City's budget, without comment.
 - 2. Accept the DBM original or revised GMP Proposal that exceeds the City's budget, and indicate in writing to the DBM that the Project Budget has been increased to fund the differences.
 - 3. Reject the DBM's original or revised GMP Proposal in which event, the City may terminate this Contract and elect to not enter into a separate Contract with the DBM for the construction phase associated with the Scope of Work reflected in the GMP Proposal.

1.8 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

- A. The DBM will select major Subcontractors and major Suppliers, subject to first obtaining the City's approval. This may occur before or after submission of a GMP Proposal. Major Subcontractors may be selected based on qualifications or a combination of qualifications and price. Subcontractors must not be selected based on price alone. Except as noted below, the selection of major Subcontractors/Suppliers is the responsibility of the DBM. The DBM is solely responsible for the performance of the selected Subcontractors/Suppliers.
 - 1. The DBM will prepare a Subcontractor/Supplier selection plan and submit the plan to the City for approval or the DBM may use the City's plan as described in Article 1.8(B) and (C). This Subcontractor selection plan will identify those Subcontractor trades anticipated to be selected by qualifications only as provided in Article 1.8(B) and those Subcontractor trades anticipated to be selected by qualifications and competitive bid as provided in Article 1.8(C). This plan will also identify those Subcontractors that will not be selected through a formalized qualifications-based selection process. The Subcontractor selection plan must be consistent with the selection requirements included in this Contract.

- B. Selection by qualifications only - The City may approve the selection of a Subcontractor(s) or Suppliers(s) based only on their qualifications when the DBM can demonstrate it is in the best interest of the Project.
1. The DBM will apply the approved Subcontractor selection plan approved by the City in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the City with its review and recommendation. The selection plan will be the DBM's own selection plan approved by the City or the City's selection plan as provided in this Article 1.8(B).
 2. The DBM will negotiate costs for services/supplies from the Subcontractors/suppliers under the approved qualifications only method.
 3. The DBM may elect to comply with the following procedures in its selection of Subcontractor(s) or Suppliers(s) based on qualifications only:
 - a. The Request for Qualifications (RFQ) will contain the best description of the services or material desired; and
 - b. A statement that only unpriced statements of qualifications will be considered; and
 - c. State the requirements for the project, such as drawings and descriptive literature; and
 - d. State the criteria for evaluating the qualifications; and
 - e. A closing date and time for receipt of a statement of qualifications and the location where the statements should be delivered or mailed; and
 - f. A statement that discussions may be held; and
 - g. A statement that only statements of qualifications determined to be acceptable will be considered for award.
 4. The RFQ may be amended after the submission of the statements of qualifications. Any amendment will be distributed only to bidders who submitted statements of qualifications. Those bidders will be permitted to submit new unpriced statements of qualifications or to amend statements already submitted.
 5. Statements of Qualifications will not be opened publicly, but will be opened in the presence of the DBM. The contents of unpriced statements of qualifications will not be disclosed to unauthorized persons.
 6. Statements of Qualifications will be evaluated solely in accordance with the criteria stated in the RFQ and will be determined to be either acceptable for further consideration or unacceptable. A determination that the

statement is unacceptable will be in writing, state the basis of the determination and be retained by the DBM. The DBM will notify the bidder of the determination and the bidder will not be given an opportunity to amend its statement of qualifications further.

7. The DBM may conduct discussions with any bidder who submits an acceptable or potentially acceptable statement of qualifications. During discussions, the DBM will not disclose any information derived from any other bidder's statement of qualifications.
8. The DBM will negotiate costs for services/supplies from the Subcontractor/ Supplier selected under this method. Without first giving written notice to the City, no change in the recommended Subcontractors/ Suppliers will be allowed.

C. Selection by qualifications and competitive bid – The DBM will apply the City's Subcontractor selection plan stated above if previously approved by the City in the DBM's evaluation of the qualifications of subcontractors/suppliers by providing the City with its process to prequalify prospective subcontractors/suppliers. Selection may not be based on price alone. All Work for major Subcontractors and major Suppliers will then be competitively bid to the prequalified Subcontractors unless a Subcontractor or Supplier was selected in accordance with Article 1.8(B) above. The DBM may elect to comply with the following procedures in step 2 of its competitive bid process.

1. The DBM will develop Subcontractor and Supplier interest, submit the names of a minimum of 3 qualified Subcontractors or Suppliers for each trade in the Project and solicit bids for the various Work categories. If there are not 3 qualified Subcontractors/Suppliers available for a specific trade or there are extenuating circumstances, the DBM may request approval by the City to submit less than 3 names. Without first giving written notice to the City, no change in the recommended Subcontractors/ Suppliers will be allowed.
2. If the City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, the DBM will nominate a substitute Subcontractor/Supplier that is acceptable to the City.
3. The DBM will distribute Drawings and Specifications, and when appropriate, conduct a prebid conference with prospective Subcontractors and Suppliers. The DBM will then review the price bids submitted by Subcontractors and Suppliers and make its' selection based on the responsive and responsible bidder with the lowest price.
4. If the DBM desires to self-perform certain portions of the Work, it will request to be one of the approved Subcontractor bidders for those specific bid packages. The DBM's bid will be evaluated in accordance with the process identified in the Invitation for Bids. If events warrant and the City concurs that in order to insure compliance with the Project Schedule or cost, the DBM may self-perform Work without bidding or re-bidding the

Work. (For horizontal construction, as defined in A.R.S. § 34-101(15), the DBM must self-perform not less than 45% of the Work as required by A.R.S. § 34-605(G) (2).)

- D. If after receipt of sub-bids or after award of Subcontractors and Suppliers, the City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, the DBM will nominate a substitute Subcontractor or Supplier, preferably if this option is still available, from those who submitted Subcontractor bids for the Work affected.
1. Any higher costs due to the City's rejection and substitution of a DBM's nominated Subcontractor/Supplier or to any self-performed Work will be reflected in the Total GMP. The DBM's proposed GMP for the Work or portion of the Work will be correspondingly adjusted to reflect the higher costs. The City at its sole discretion will either:
 - a. Correspondingly increase the DBM's Total GMP; or
 - b. Correspondingly decrease the City's Project Construction Contingency without change to the DBM's Total GMP.
 2. Any lower costs due to the City's rejection and substitution of a DBM's nominated Subcontractor/Supplier or to any self-performed Work will be added to the City's Project Construction Contingency.
 3. Under no circumstances will the City's objection or comment on any Subcontractor or Supplier relieve the DBM of its sole responsibility for control over the methods, means and processes by which the Work is accomplished.

1.9 APPROVED ALTERNATES

- A. Plans and specifications may contain references to equipment or materials (patented or unpatented) or "approved alternate(s)." These references will be regarded as establishing a standard of quality, finish, appearance, performance or as indicating a selection or design based upon compatibility with existing equipment, materials, or details of construction inherent to the Project design. These references will not be construed as limiting the selection to a specified item, source, or design detail. The use of an alternate or substitute item or source as an approved alternate will be permitted, subject to the provisions of this Article 1.9.
- B. The DBM and the Contract Administrator will evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Proposal. If rejected, the DBM will give notice of rejection to the Bidder submitting the Proposal.
- C. The DBM, if the Proposal is accepted, will issue a written addendum to the Invitation for Bid specifying the approved alternates and distribute the modification in the same manner as the original bidding documents.

- D. The Specifications may reference equipment or materials "or alternate". The reference to "or alternate" will be construed to mean "or approved alternate" in every instance. Use of an alternate or substitute item will be allowed only if approval was received as outlined in this Article.
- E. Construction Document references to equipment, materials, patented processes by manufacturer, trade name, make, or catalog number may be permitted, unless indicated that no substitutes or alternates may be permitted, subject to the following:
 - 1. The DBM will certify that the substitution will perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.
 - 2. The submittal will state any required changes in the Construction Documents to adapt the design to the proposed substitution.
 - 3. The submittal will contain an itemized estimate of all costs and credits that will result directly or indirectly from the acceptance of the substitution including cost of design, license fees, royalties, and testing. The submittal will also include any adjustment in the Contract Time created by the substitution. Substitutions will only be considered if they do not extend Contract Time.

ARTICLE 2 - PERIOD OF SERVICES

- 2.0 The DBM will perform preconstruction and design phase services in this Contract in accordance with the terms and conditions of Article 1 and the most current update/revised Project Schedule. Failure on the part of the DBM to adhere to the Project Schedule requirements for activities for which it is responsible will be sufficient grounds for termination of this Contract by the City.
- 2.1 If the date of performance of any obligation or the last day of any time period provided for falls on a Saturday, Sunday, or holiday for the City, then the obligation will be due and owing, and the time period will expire, on the first day next which is not a Saturday, Sunday or legal City holiday. Unless an exception is provided in this Contract, any performance required will be timely made if completed no later than 5:00 p.m. (Local time) on the day of performance.

ARTICLE 3 - CONTRACT AMOUNT AND PAYMENTS

3.0 CONTRACT AMOUNT

Based on the preconstruction phase services fee proposal submitted by the DBM and accepted by the City (which by reference is made a part of this Contract); the City will pay the DBM a fee not to exceed **\$1,629,553.02** or option to provide hourly fee plus expenses as follows:

For the basic services described in Article 1, the DBM will receive a fee not to exceed:	\$1,373,848.82
Additional services and allowances:	\$255,704.20
Total Contract Amount, not to exceed:	\$1,629,553.02

3.1 PAYMENTS

- A. Requests for monthly payments by the DBM will be submitted to the Contract Administrator on the City's "Payment Request" form and will be accompanied by a progress report, detailed invoices, and receipts, if applicable. Any requests for payment will include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subcontractors' requests for payment, plus similar narratives and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum will be made in accordance with the percentage of Work completed during the preceding month. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on that service during the preceding month.
- B. The fees for the DBM and any Subcontractors will be based upon the hourly rate schedule included as Exhibit B attached, and by reference made a part of this Contract.
- C. The DBM agrees that no charges or claims for costs or damages of any type will be made by it for any delays or hindrances beyond the reasonable control of the City during the progress of any portion of the services specified in this Contract. Any delays or hindrances will be solely compensated for by an extension of time for a reasonable period as may be mutually agreed between the parties. It is agreed, however, that permitting the DBM to proceed to complete any services, in whole or in part, after the date to which the time of completion may have been extended, will in no way act as a waiver on the part of the City of any of its legal rights.
- D. If any service(s) executed by the DBM is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of the DBM, the DBM is to be paid for the services performed before the abandonment or suspension. If the City suspends the Work for 181 consecutive days or more, the suspension will be a Contract termination for convenience.

ARTICLE 4 - CITY'S RESPONSIBILITIES

4.0 The City, at no cost to the DBM, will furnish the following information:

- A. One copy of data the City determines is pertinent to the Work. However, the DBM will be responsible for searching the records and requesting information it considers reasonably required for the Project.

- B. All available data and information pertaining to relevant policies, standards, criteria, studies, etc.
- C. The name of the City employee or City's representative who will serve as the Contract Administrator during the term of this Contract is stated in Article 5.12(A). The Contract Administrator has the authority to administer this Contract and will monitor the DBM's compliance with all terms and conditions stated in this Contract. All requests for information from or decisions by the City on any aspect of the Work or Deliverables will be directed to the Contract Administrator. The Contract Administrator will provide the DBM with prompt notice if the Contract Administrator observes any failure on the part of the DBM to fulfill its contractual obligations, including any default or defect in the Project or non-compliance with the drawings or specifications. The Contract Administrator has the authority to authorize Change Orders up to the limits permitted by the City's Procurement Code.

4.1 The City additionally will:

- A.
- B. Supply, without charge, all necessary copies of programs, reports, drawings, and specifications reasonably required by the DBM except for those copies whose cost has been reimbursed by the City.
- C. Provide the DBM with adequate information in its possession or control regarding the City's requirements for the Project.
- D. Give prompt written notice to the DBM when the City becomes aware of any default or defect in the Project or non-conformance with the Drawings and Specifications.
- E. Notify the DBM of changes affecting the budget allocations.

4.2 The City's Contract Administrator will have authority to approve the Project Budget and Project Schedule and render decisions and furnish information the Contract Administrator considers appropriate to the DBM.

ARTICLE 5 - CONTRACT CONDITIONS

5.0 PROJECT DOCUMENTS AND COPYRIGHTS

- A. City Ownership of Project Documents: All work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, original Mylar drawings, Computer Aided Drafting and Design (CADD) file diskettes, and other related documents which are prepared in the performance of this Contract (collectively referred to as Project Documents) are to be and remain the property of the City and are to be delivered to the Contract Administrator before the final payment is made to the DBM; provided, however, the DBM is entitled to retain one record copy of all documents. But in the event these Project Documents are altered, modified or adapted without the written consent of the DBM, which consent the DBM will not unreasonably withhold, the City agrees to hold the DBM harmless to the extent permitted by law, from the legal liability arising

out of or resulting from the City's alteration, modification or adaptation of the Project Documents.

- B. DBM to Retain Copyrights: The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship pre-existing to this Contract or developed or created by the DBM, its Subcontractors or personnel, during the course of performing this Contract or arising out of the Project will belong to the DBM.
- C. License to City for Reasonable Use: The DBM grants, and will require its Subcontractors to grant a license to the City, and its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Project Documents, works or Deliverables developed or created for the Project and this Contract. This license will also include the making of derivative works, subject to the hold harmless provisions described above. In the event that the derivative works require the City to alter or modify the Project Documents, then Article 6.1(A) applies.
- D. Documents to Bear Seal: When applicable and required by state law, the DBM and its Subcontractors will endorse, by an Arizona professional seal, all plans, works, and Deliverables prepared by them for this Contract, if any.

5.1 COMPLETENESS AND ACCURACY OF DBM'S WORK

The DBM will be responsible for the completeness and accuracy of its reviews, reports, supporting data, and all other preconstruction phase Deliverables prepared or compiled in accordance with its obligations under this Contract and will at its sole expense correct its Work or Deliverables. The fact that the City has accepted or approved the DBM's Work or Deliverables will in no way relieve the DBM of any of its responsibilities under this Contract, nor does this requirement to correct the Work or Deliverable constitute a waiver of any claims or damages otherwise available by law or Contract to the City.

5.2 ALTERATION IN CHARACTER OF WORK

- A. In the event an alteration or modification in the character of the Work or Deliverable results in a substantial change in this Contract, materially increasing or decreasing the scope of services, cost of performance, or Project Schedule, the Work or Deliverable will be performed as directed by the City. But before any altered or modified Work begins, a Change Order or Amendment will be approved and executed by the City and the DBM. This Change Order or Amendment will not be effective until approved by the City. The Contract Administrator has the authority to authorize Change Orders up to the limits permitted by the Procurement Code.
- B. Additions to, modifications of, or deletions from the Project provided in this Contract may be made, and the compensation to be paid to the DBM may accordingly be adjusted by mutual agreement of the contracting parties.
- C. No claim for extra Work done or materials furnished by the DBM will be allowed by the City except as provided in this Contract, nor will the DBM do any Work or

furnish any material(s) not covered by this Contract unless the Work or material is first authorized in writing. Work or material(s) furnished by the DBM without first obtaining written authorization will be at the DBM's sole responsibility, cost, and expense, and the DBM agrees that without first obtaining written authorization, no claim for compensation for the Work or materials furnished will be made.

5.3 DATA CONFIDENTIALITY

- A. As used in the Contract, 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 or obtained by the DBM or others in the performance of this Contract.
- B. The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the DBM in connection with the DBM's performance of this Contract are confidential and proprietary information belonging to the City.
- C. Except for Subcontractors, Material and Equipment Suppliers, Consultants or other like parties necessary to complete the Work or as required by the City, the DBM will not divulge data to any third party without first obtaining the written consent of the City. The DBM will not use the data for any purposes except to perform the services required under this Contract. These prohibitions will not apply to the following data:
 - 1. Data which is or becomes publicly available other than as a result of a violation of this Contract;
 - 2. Data which was in the DBM's possession legally and without restriction before its performance under this Contract;
 - 3. Data which was acquired by the DBM in its performance under this Contract and which was disclosed to the DBM by a third party, who to the best of the DBM's knowledge and belief, had the legal right to make the disclosure and the DBM is not otherwise required to hold the data in confidence; or
 - 4. Data which is required to be disclosed by the DBM by virtue of law, regulation, or court.
- D. In the event the DBM is required or requested to disclose data to a third party, or any other information to which the DBM became privy as a result of any other Contract with the City, the DBM will first notify the City, as provided in this Article, of the request or demand for the data. The DBM will timely give the City sufficient facts, so that the City can have a meaningful opportunity to either give its consent or take any action that the City may consider appropriate to protect the data or other information from disclosure.

- E. The DBM, unless prohibited by law, will promptly deliver, as stated in this Article, a copy of all data in its possession and control to the City within ten (10) calendar days after completion of services. All data will continue to be subject to the confidentiality provisions of this Contract.
- F. The DBM assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Article are violated by the DBM, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Article will be considered to cause irreparable harm that justifies injunctive relief in court.

5.4 PROJECT STAFFING

- A. Before the start of any Work or Deliverable under this Contract, the DBM will submit to the City an organization chart for the DBM staff and Subcontractors and detailed resumes of key personnel listed in its response to the City's Request for Qualifications or subsequent fee proposals (or any revisions), who will be involved in performing the services described in this Contract. Unless otherwise informed, the City acknowledges its acceptance of personnel to perform these services under this Contract. In the event the DBM desires to change any key personnel from performing the services under this Contract, the DBM will first submit the qualifications of the proposed substituted personnel to the City for approval. Key personnel will include, but are not limited to, principal-in-charge, contract administrator, superintendent, project director, or those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and procurement planning. The City will approve all key personnel, and approval shall not be unreasonably withheld.
- B. The DBM will maintain an adequate number of competent and qualified persons, as determined by the City, to ensure acceptable and timely completion of the scope of services described in this Contract throughout the period of those services. If the City objects, with reasonable cause, to any of the DBM's staff, the DBM will take prompt corrective action acceptable to the City and, if required, remove the personnel from the Project and replace or add with new personnel acceptable to the City.

5.5 INDEPENDENT CONTRACTOR

The DBM is and will be an independent contractor and not an employee or agent of the City and whatever measure of control the City exercises over the Work or Deliverable will be as to the results of the Work only. No provision in this Contract will give or be construed to give the City the right to direct the DBM as to the details of accomplishing the Work or Deliverable. DBM's performance of the Work of this Contract will be in accordance with all applicable laws and ordinances.

5.6 TERMINATION AND CANCELLATION

- A. The City has the right to terminate or cancel this Contract or abandon any portion of the Project for which services have not been performed by the DBM.

- B. Termination for Convenience: The City reserves the right to terminate this Contract or any part of it for its sole convenience with 30 days written notice. In the event of termination, the DBM will immediately stop all Work, and will immediately cause any of its Suppliers and Subcontractors to cease Work. Upon termination, the DBM will deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, and other Work and Deliverables entirely or partially completed, together with all unused materials supplied by the City. The DBM will appraise the Work completed and submit an appraisal to the City for evaluation. The City will have the right to inspect the DBM's Work or Deliverables to appraise the Work completed. As compensation in full for services performed to the date of the termination, the DBM will receive its fee for the percentage of services actually completed. This fee will be in the amount to be mutually agreed upon by the DBM and the City, based on the agreed Scope of Work. If there is no mutual agreement, the Contract Administrator will determine the percentage of completion of each task detailed in the Scope of Work and the DBM's compensation will be based upon this determination. The City will make this final payment within 60 days after the DBM has delivered the last of the partially completed items. The DBM will not be paid for any Work done after receipt of the notice of termination, nor for any costs incurred by the DBM's Suppliers or Subcontractors, which the DBM could reasonably have avoided.

Cancellation for Cause: The City may also cancel this Contract or any part of it by first giving 7 days written notice for cause in the event of any default by the DBM, or if the DBM fails to comply with any of the terms and conditions of this Contract. Unsatisfactory performance despite a reasonable opportunity to cure, as judged by the Contract Administrator, and failure to provide the City, upon request, with adequate assurances of future performance will all be causes allowing the City to cancel this Contract for cause. In the event of cancellation for cause, the DBM will be entitled to amounts due and owing under this Contract for Work performed, but will also be liable to the City for any and all damages available under this Contract sustained by reason of the default, which gave rise to the cancellation.

In the event the DBM is in violation of any applicable Federal, State, County or City law, regulation or ordinance, the City may cancel this Contract immediately upon giving notice and an opportunity to cure to the DBM.

In the event the City cancels this Contract or any part of the services contracted for, the City will notify the DBM in writing, and immediately upon receiving this notice, the DBM will discontinue advancing the Work under this Contract and proceed to close all operations, and the expenditure, if any, of costs resulting from the abandonment or cancellation. Upon termination, or cancellation or abandonment, and with the exception of one record copy the DBM may retain, the DBM will deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City. Use of incomplete data will be at the City's sole responsibility. If through any cause, the DBM fails to fulfill in a timely and proper manner its obligations under this Contract, or if the DBM violates any of the covenants, Contracts, or stipulations of this Contract, the City may withhold any payments to

the DBM for the purpose of setoff until the exact amount of damages due the City from the DBM is determined by the parties or by a court of competent jurisdiction.

- C. The City and the DBM agree to the full performance of the covenants contained in this Contract, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any or all services provided for in this Contract, or abandon any portion of the Project for which services have been performed by the DBM.
- D. The DBM, upon termination, cancellation, or abandonment, will promptly deliver to the City all reports, estimates and other Work or Deliverables entirely or partially completed, together with all unused materials supplied by the City.
- E. The DBM will appraise the Work completed and submit an appraisal to the City for evaluation. The City will have the right to inspect the DBM's Work or Deliverables to appraise the Work completed.
- F. The DBM will receive compensation in full for services satisfactorily performed to the date of termination or cancellation. The fee will be paid in accordance with Article 3.1 of this Contract and will be an amount mutually agreed upon by the DBM and the City. If there is no mutual agreement, the final determination will be made in accordance with Article 5.8, "Disputes". However, in no event will the fee exceed that stated in Article 3 or as amended in accordance with Article 5.2, "Alteration in Character of Work". The City will make the final payment within 60 Days after the DBM has delivered the last of the partially or otherwise completed work items and the final fee has been agreed upon.
- G. If the City improperly cancels this Contract for cause, the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of Article 5.6 (B).

5.7 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for Contract charges, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice to the DBM at least 30 days before the end of its current fiscal period and will pay the DBM for all approved charges incurred through the end of the period.

5.8 DISPUTES

In any unresolved dispute arising out of an interpretation of this Contract or the duties required under this Contract, the final determination at the administrative level will be made by the Contract Administrator.

5.9 WITHHOLDING PAYMENT

The City, in compliance with Title 34 of the Arizona Revised Statutes, reserves the right to withhold funds from the City's progress payments up to the amount equal to the claims

the City may have against the DBM, until such time as a settlement on those claims has been reached.

5.10 RECORDS/AUDIT

- A. Records of the DBM's direct personnel payroll, reimbursable expenses related to this Project and records of accounts between the City and the DBM will be kept on a generally recognized accounting basis. The City, its authorized representative, or the appropriate federal agency, reserve the right to audit the DBM's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate this Contract and any Change Orders. The City reserves the right to decrease the Contract Amount or payments made on this Contract if, upon audit of the DBM's records, the audit discloses the DBM has provided false, misleading, or inaccurate cost and pricing data. If an audit in accordance with this Article, discloses overcharges, of any nature, by the DBM to the City in excess of 1% of the total contract billings, the actual cost of the City's audit will be reimbursed to the City by the DBM. Any adjustments or payments which must be made as a result of any audit or inspection of the DBM's invoices or records will be made within a reasonable amount of time (not to exceed 90 days) from presentation of the City's findings to the DBM.
- B. The DBM will include a provision similar to this Article 5.11 in all of its Contracts with Subconsultants, Subcontractors, and Suppliers providing services under this Contract to ensure the City, its authorized representative, or the appropriate federal agency, has access to the Subconsultants', Subcontractors', and Suppliers' records to verify the accuracy of cost and pricing data. The City reserves the right to decrease the Contract Amount or payments made on this Contract if the above provision is not included in Subconsultant, Subcontractor, and Supplier contracts and one or more of those parties do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.
- C. This audit provision includes the right to inspect personnel records as required by Article 7.

5.11 INDEMNIFICATION

To the fullest extent permitted by law, the DBM, its successors, assigns and guarantors, up the assertion of a claim, will defend, indemnify and hold harmless the City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, investigation and litigation, for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, related to, arising from or out of, or resulting from any negligence, recklessness, or intentional wrongful conduct to the extent caused by the DBM or any of its owners, officers, directors, agents, employees performing work or services under this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages by any of the DBM employees. This indemnity includes any claim or amount arising out of, or recovered

under, the Worker's Compensation Law or arising out of the failure of the DBM to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the City shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the City, be indemnified by the DBM from and against any and all claims. It is agreed that the DBM will be responsible for primary investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the DBM agrees to waive all rights of subrogation against the City, its officers, agents, and employees for losses arising from the work performed by the DBM for the City.

Insurance provisions stated in this Contract are separate and independent from the indemnity provisions of this paragraph and will not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this Article will not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

5.12 NOTICES

- A. Unless otherwise provided in this Contract, demands under this Contract will be in writing and will be considered to have been properly given and received either (1) on the date of service if personally served on the party to whom notice is to be given, or (2) 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 Scottsdale Capital Project Management Division 7447 E. Indian School Road, Suite 205 Scottsdale, Arizona 85251
To DBM:	Dan Menghini Chasse Building Team, Inc. 230 S. Siesta Lane Tempe, AZ 85281
To Design Professional:	Darrin Orndorff, AIA President DFDG Architecture 4545 E. McKinley St. Phoenix, AZ 85008
Copy to:	Roger Berna, Contract Administrator Capital Project Management 7447 E. Indian School Road, Suite 205 Scottsdale, Arizona 85251

Notice by facsimile or electronic (e-mail) will not be considered adequate notice as required in this Contract.

5.13 INTELLECTUAL PROPERTY

PROJECT NAME: BOND PROJECT 63 – BUILD PARKING STRUCTURE IN OLD TOWN SCOTTSDALE
PROJECT NO. RFSQ-072024-190
19624050v4 DBM *Des (Rev. Dec. 2016)*

1. The DBM will pay all royalties and license fees associated with its performance of services under this Contract.
2. The DBM will defend any action or proceeding brought against the City based on any claim that the Work, or any part of it, or the operation or use of the Work or any part of it, constitutes infringement of any United States patent or copyright, issued now or at some later date. The City will give prompt written notice to the DBM of any action or proceeding and will reasonably provide authority, information and assistance in the defense of the action. The DBM will defend, indemnify and hold harmless the City from and against all damages, expenses, losses, royalties, profits and costs, including but not limited to attorneys' fees and expenses awarded against the City or the DBM in any action or proceeding. The DBM agrees to keep the City informed of all developments in the defense of the actions. The City may be represented by, and actively participate through its own counsel in any suit or proceedings if it so desires.
3. If the City is enjoined from the operation or use of the Work, or any part of the Work, as the result of any patent or copyright suit, claim, or proceeding, the DBM will at its sole expense take reasonable steps to procure the right to operate or use the Work. If the DBM cannot procure this right within a reasonable time, the DBM will promptly, at the DBM's option and at the DBM's expense, (a) modify the Work so as to avoid infringement of any patent or copyright or (b) replace the Work with Work that does not infringe or violate any patent or copyright.
4. Articles 5.13 (2) and 5.13 (3) above will not be applicable to the extent any suit, claim or proceeding based on infringement or violation of a patent or copyright (a) relating solely to a particular process or product of a particular manufacturer specified by the City and not offered or recommended by the DBM to the City or (b) arising from modifications to the Work by the City or its agents after acceptance of the Work, or (c) relating to the copyrights of any specification, drawing, or any Design documents provided by the City, the Design Professional, any Consultant retained by the City, or by a Subcontractor or Supplier.
5. The obligations stated in this Article 5.13 will constitute the sole Contract between the parties relating to liability for infringement or violation of any patent or copyright.

5.14 CONFLICT OF INTEREST

- A. To evaluate and avoid potential conflicts of interest, the DBM will provide written notice to the City, as stated in this Article, of any Work or services performed by the DBM for third parties that may involve or be associated with any real property or personal property owned or leased by the City. This notice will be given 7 business days before the start of the Project by the DBM for a third party or 7 business days before an adverse action as defined below. Written notice and disclosure will be sent to the Contract Administrator identified in Article 5.14(A).
- B. Actions that are considered to be adverse to the City under this Contract include but are not limited to:

1. Using data as defined in this Contract acquired in connection with this Contract to assist a third party in pursuing administrative or judicial action against the City;
 2. Testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; and
 3. Using data to produce income for the DBM or its employees independently of performing the services under this Contract, without first obtaining the written consent of the City.
- C. The DBM represents that except for those persons, entities and projects identified to the City, the services to be performed by the DBM under this Contract are not expected to create an interest with any person, entity or third party project that is or may be adverse to the interests of the City.
- D. The DBM's failure to provide a written notice and disclosure of the information as stated in this Article on Conflicts of Interest will constitute a material breach of this Contract.

5.15 CONTRACTOR'S LICENSE

Before any award of this Contract, the DBM must provide to the City's Capital Project Management Office, its Contractor's License Classification and number and its Federal Tax I.D. number and Federal W-9 Form.

5.16 SUCCESSORS AND ASSIGNS

This Contract will extend to and be binding upon the DBM, its successors and assigns, including any individual, company, partnership, or other entity with or into which the DBM will merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the DBM will sell its assets. No right covered by this Contract will be assigned in whole or in part without first obtaining the written consent of the City. In no event will any contractual relationship be created or be construed to be created as between any third party and the City.

5.17 FORCE MAJEURE

Neither party will be responsible for delays or failures in performance resulting from acts beyond their control. These acts include, but are not limited to, acts of God, riots, acts of war, epidemics, labor disputes not arising out of the actions of the DBM, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

5.18 TAXES AND INDEMNIFICATION

The fee listed in this Contract includes any and all taxes applicable to the activities under this Contract. The City will have no obligation to pay additional amounts for taxes of any type. DBM and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the DBM, except as may be otherwise

provided in this Contract. The DBM shall, and require all subcontractors to hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.19 NON-WAIVER PROVISION

The failure of either party to enforce any of the provisions of this Contract or to require performance by the other party of any of the provisions of this Contract will not be construed to be a waiver of these provisions, nor will it affect the validity of this Contract or any part of it, or the right of either party to enforce each and every provision.

5.20 JURISDICTION

This Contract will be considered to be made under and will 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. An action to enforce any provision of this Contract or to obtain any remedy will be brought in the Superior Court, Maricopa County, Arizona. Such action must be filed, tried and remain in this Court for any and all proceedings. For this purpose, each party expressly and irrevocably consents to the jurisdiction and venue of that Court, and the DBM hereby waives the right to have such action removed to Federal District Court.

5.21 SURVIVAL

All warranties, representations and indemnifications by the DBM will survive the completion or termination of this Contract.

5.22 MODIFICATION

Any amendment, modification, or variation from the terms of this Contract will be in writing and will be effective only after approval of all parties signing the original Contract.

5.23 SEVERABILITY

If any term or provision of this Contract is found to be illegal or unenforceable, then despite this illegality or unenforceability, this Contract will remain in full force and effect and the term or provision will be considered to be deleted. In accordance with the provisions of ARS § 41-194.01, should the Attorney General give notice to the City that any provisions of this Contract violates state law or the Arizona Constitution, or that it may violate a state statute or the Arizona Constitution, and the Attorney General submits the offending provision to the Arizona Supreme Court, the offending provision(s) shall be immediately severed and struck from the Contract and the City and the DBM shall, within 10 days after such notice, negotiate in good faith to resolve any issues related to the severed provision(s).

5.24 INTEGRATION

This Contract constitutes the entire understanding of the parties and no representations or Contracts, oral or written, made before its execution will vary or modify its terms.

5.25 TIME IS OF THE ESSENCE

Time of each of the terms, covenants, and conditions of this Contract is expressly made of the essence.

5.26 THIRD PARTY BENEFICIARY

All duties and responsibilities undertaken in compliance with this Contract are for the sole and exclusive benefit of the City and the DBM and not for the benefit of any other party.

5.27 COOPERATION AND FURTHER DOCUMENTATION

The DBM agrees to provide the City any other properly executed documents as may be reasonably requested by the City to implement the intent of this Contract.

5.28 CONFLICT IN LANGUAGE

The performance of all Work or Deliverables will conform to all applicable City of Scottsdale codes, ordinances and requirements as outlined in this Contract and consistent with the Scope of Work described herein. If there is a conflict in interpretation between provisions in this Contract and any Exhibits, the provisions in this Contract will prevail.

5.29 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach of default, the prevailing party will be entitled to receive from the other party reasonable attorney's fees and reasonable costs and expenses, determined by the court sitting without a jury, which will be considered to have accrued on the commencement of the action and will be enforceable whether or not the action is prosecuted to judgment.

5.30 HEADINGS

The headings used in this Contract, or any other Contract Documents, are for ease of reference only and will not in any way be construed to limit or alter the meaning of any provision.

5.31 CITY'S RIGHT OF CANCELLATION

All parties to this Contract acknowledge that this Contract is subject to cancellation by the City of Scottsdale as provided by the provisions of Section 38-511, Arizona Revised Statutes.

5.32 COOPERATIVE USE OF CONTRACT

In addition to the City of Scottsdale, this Contract may be extended for use by other municipalities, government agencies, and governing bodies, including the Arizona Board of Regents, and political subdivisions of this State. Any such usage by other entities must be in accord with the ordinances, charter, and/or rules and regulations of the respective entity and the approval of the DBM.

ARTICLE 6 - INSURANCE

6.0 INSURANCE REQUIREMENTS

- A. Concurrently with the execution of this Contract, the DBM must furnish the City 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, or one that is named on the List of Qualified Unauthorized Insurers maintained by the Arizona Department of Insurance.
- B. The DBM, Subcontractors and Subconsultants must procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the Work by the DBM, his agents, representatives, employees, or Subcontractors.
- C. The insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.
- D. The City in no way warrants that the minimum limits contained in this Contract are sufficient to protect the DBM from liabilities that might arise out of the performance of the services contracted for under this Contract by the DBM, his agents, representatives, employees, Subcontractors or Subconsultants and the DBM is free to purchase any additional insurance as may be determined necessary. The City will not pay for higher limits, but if the DBM pays for insurance with higher limits, the DBM will name the City as an additional insured on any of this insurance.
- E. Claims Made. In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.
- F. Self-Insured Retentions. Any self-insured retentions and deductibles must be declared to and approved by the City. If not approved, the City may require that

the insurer reduce or eliminate any self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

6.1 MINIMUM SCOPE AND LIMITS OF INSURANCE

The DBM must provide coverage at least as broad and with limits of liability not less than those stated below.

A. Commercial General Liability-Occurrence Form

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000
Fire Damage (Any one fire)	\$100,000
Medical Expense (Any one person)	Optional

B. Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles

Combined Single Limit Per Accident For Bodily Injury and Property Damage	\$1,000,000
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C. Workers' Compensation and Employers Liability

Workers' Compensation Statutory	
Employers Liability: Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$1,000,000

D. Coverage Terms and Required Endorsements

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City of Scottsdale, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the DBM including; Products and Completed operations of the DBM; and automobiles owned, leased, hired, or borrowed by the DBM.
2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the DBM even if those limits of liability are in excess of those required by this Contract.
3. The DBM's insurance coverage, including any excess insurance policies, must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees must be in excess of the coverage provided by the DBM and must not contribute to it.

4. The DBM'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.
5. Coverage provided by the DBM must not be limited to the liability assumed under the indemnification provisions of this Contract.
6. The policies must contain a waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the DBM for the City.
7. The DBM, its successors or assigns, is required to maintain Commercial General Liability insurance as specified in this Contract for a minimum period of 3 years following completion and acceptance of the Work. The DBM must submit Certificates of Insurance evidencing the Commercial General Liability insurance during this 3 year period containing all the insurance requirements stated in this Contract including naming the City of Scottsdale, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
8. Workers' Compensation and Employers Liability Coverage: The insurer must agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from Work performed by the DBM for the City.
9. If the DBM receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be DBM's responsibility to provide prompt notice to the contract administrator of same to the City, unless such coverage is immediately replaced with similar policies.

6.2 OTHER INSURANCE REQUIREMENTS

- A. Contractors Professional Liability: The DBM must carry Contractors Professional Liability insurance to cover the residual, contingent, and passive design exposures of the DBM.
- B. Contractors Professional Limits of Liability: The DBM must carry limits of \$1,000,000 each Project and \$2,000,000 in the Aggregate under a stand-alone policy or included by endorsement under the Commercial General Liability policy. The DBM, its successors and or assigns, is required to maintain this Professional Liability insurance as specified in this Contract for a minimum period of 3 years following completion and acceptance of the Work. Certificates of Insurance citing that applicable coverage is in force and contains the provisions required by this Contract must be submitted for the 3-year period.
 1. The DBM's insurance coverage including any excess insurance must be primary insurance over any self-insurance maintained by the City. It is also agreed that any insurance or self-insurance coverage of the City is secondary to DBM's coverage and will not contribute to it.

6.3 NOTICE OF CANCELLATION

If the DBM receives notice that any of the required policies of insurance are materially reduced with respect to the minimum limits required under this Contract. It will be DBM's responsibility to provide prompt notice to the contract administrator of same to the City, unless such coverage is immediately replaced with similar policies. Each insurance policy required by the insurance provisions of this Contract must provide the required coverage and must not be suspended, voided, canceled by either party, except after first giving 30 days written notice, by certified mail, return receipt requested to:

Capital Project Management
7447 E. Indian School Road, Suite 205
Scottsdale, Arizona 85251

6.4 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers properly licensed or approved unlicensed companies in the State of Arizona and with an A. M. Best's rating of no less than B++6. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the DBM from potential insurer insolvency.

6.5 VERIFICATION OF COVERAGE

- A. The DBM must furnish the City Certificates of Insurance (ACORD form or equivalent approved by the City) and with original endorsements effecting coverage as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverages must be clearly noted on the Certificate of Insurance.
- B. All certificates and endorsements are to be received and approved by the City before Work commences except for Builder's Risk Insurance. Each insurance policy required by this Contract must be in effect on or before the earlier of the start of Work under the Contract Documents or the signing of this Contract except for Builder's Risk Insurance which must be in effect before the start of Work and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- C. All Certificates of Insurance required by this Contract must be sent directly to the City of Scottsdale, Capital Project Management. The Project number and Project description must be included on the Certificates of Insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract, at any time.

6.6 APPROVAL

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Any modification or variation from the insurance requirements in this Contract must be approved by the City of Scottsdale Risk Management Office, whose decision will be final. Any modification or variation will not require a formal contract amendment, but may be made by administrative action.

6.7 EFFECTIVE DATE

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

ARTICLE 7 - FEDERAL AND STATE LAW

7.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

The DBM understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The DBM agrees that the performance of its Work will be in accord with these laws and to permit the City to verify compliance. The DBM will also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees". The DBM will include the terms of this provision in all contracts and subcontracts for work performed under this Contract, including supervision and oversight.

Under the provisions of A.R.S. §41-4401, the DBM warrants to the City that the DBM and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the DBM and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the DBM or any of its subcontractors will be considered a material breach of this Contract and may subject the DBM or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the DBM or any subcontractor who works on this Contract to ensure that the DBM or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the DBM and any of its subcontractors to ensure compliance with this warranty. The DBM agrees to indemnify, defend, and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes related to the performance of the Work.

The City will not consider the DBM or any of its subcontractors in material breach of this Contract if the DBM and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the DBM enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The DBM will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The DBM's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

7.1 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract the DBM will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Federal government's Affirmative Action guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex, or national origin. The DBM will include the terms of this provision in all contracts and subcontracts for work performed under this Contract, including supervision and oversight. The DBM will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DBM agrees to post in conspicuous places, available to employees and applicants for employment,

The DBM will, in all solicitations or advertisements for employees placed by or on behalf of the DBM, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

7.2 NO PREFERENTIAL TREATMENT OR DISCRIMINATION

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity, or national origin.

7.3 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

DBM acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. DBM shall provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation; provided, however, that DBM shall not be responsible for violations that occur based on the drawings, specifications, or other Design Documents provided by the City, the City's consultants, or the Design Professional. DBM agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agrees that any violation of this prohibition on the part of DBM, its employees, agents, or assigns will constitute a material breach of this Contract.

7.4 NO BOYCOTT OF ISRAEL

By submitting a quote/proposal/bid and/or entering into a contract with the City, the vendor/company certifies that they are not currently engaged in and agrees for the duration of the Contract to not engage in a boycott of Israel as defined in A.R.S. § 35-393.

7.5 FORCED LABOR PROHIBITION

CONTRACTOR WARRANTS AND CERTIFIES THAT IT DOES NOT CURRENTLY, AND AGREES FOR THE DURATION OF THE CONTRACT THAT IT WILL NOT, USE:

- 1) The forced labor of ethnic Uyghurs in the People's Republic of China.
- 2) Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- 3) 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.

If Contractor becomes aware during the term of the Agreement that the Contractor is not in compliance with this paragraph, the Contractor shall notify the County within five business days after becoming aware of the noncompliance. Failure of Contractor to provide a written certification that the Contractor has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Contract shall terminate unless the Term of this Contract shall end prior to said one hundred eighty (180) day period.

ARTICLE 8 - TERMS AND DEFINITIONS

Addenda - Written or graphic instruments issued before the submittal of the GMP Proposal(s), which clarify, correct, or change the GMP Proposal(s) requirements.

Allowance - means an agreed amount by the City and the DBM for items which may be required to complete the scope of work.

Alternate Systems Evaluations - Alternatives for design, means, and methods or other scope of work considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets City requirements.

Change Order - A written order signed by an authorized representative of the City and DBM and which approves changes in the total compensation or time allowed for completion of services consistent with S.R.C. Sec. 2-200.

City ("Owner") - means the City of Scottsdale, an Arizona municipal corporation. Regulatory activities handled by the City of Scottsdale Development Services, Planning and Fire
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Departments or any other City department are not subject to the responsibilities of the City under this Contract.

Design Build Manager ("DBM") – means a project delivery method in which:

(a) There is a separate contract for design services with one or more Design Professional and a separate contract for construction services, except that instead of a single contract for construction services, the City may elect separate contracts for preconstruction services during the preconstruction phase, for construction during the construction phase and for any other construction services.

(b) The contract for preconstruction services may be entered into at the same time as the contract for design services with the Design Professional or at a later time.

(c) Design and construction of the project may be either:

(i) Sequential with the entire design complete before construction commences.

(ii) Concurrent with the design produced in two or more phases and construction of some phases commencing before the entire design is complete.

(d) Finance services, maintenance services, operations services, preconstruction services and other related services may be included.

City's Project Contingency - means a fund to cover cost growth during the Project used at the discretion of the City usually for costs that result from the City's direct changes or unforeseen site conditions. The amount of the City's Project Contingency may be set solely by the City and will be in addition to the project costs included in the DBM's GMP package. The City's Project Contingency is an amount to cover changes initiated by the City, which may be incorporated into the GMP as an allowance at the City's discretion.

Contract ("Contract") - This written document signed by the City and the DBM covering the preconstruction phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract.

Contract Administrator – means the person designated in Article 5.12.

Construction Documents - The plans, specifications, and drawings prepared by the Design Professional after correcting for permit review requirements and incorporating addenda and approved change orders, and the Preconstruction Contract and the DBM Construction Contract.

DBM Construction Fee - The DBM's administrative costs, home office overhead, and profit, whether at the DBM's principal or branch offices. This includes the administrative costs and home office costs and any limitations or exclusions that may be included in the General Conditions for the construction phase.

Contract Amount - The final approved not-to-exceed budget for this Contract as identified in Article 3.1.

Contract Documents - means the following items and documents in descending order of precedence executed by the City and the DBM: (i) all written modifications, addenda, and Change Orders; (ii) the DBM Construction Contract; (iii) this Preconstruction Contract, including all exhibits and attachments; (iv) written Supplementary Conditions; (v) Construction Documents; (vi) GMP Plans and Specifications.

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Contract Time(s) - The number of days or the dates related to the contract time for the Preconstruction Phase Services Contract.

Cost of the Work - The direct costs necessarily incurred by the DBM in the proper performance of the Work. The Cost of the Work must include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, whether provided by DBM or a third party, materials testing, and warranty work together with self-performed work that the DBM established in the Sub-Contractor Selection Plan. The Cost of the Work will not include the general conditions, DBM's construction fee, taxes, bonds, or insurance costs.

Day - Calendar day(s) unless otherwise specifically noted in the Contract Documents.

Deliverables - The work products prepared by the DBM in performing the Scope of Work described in Exhibit A of this Contract. Major Deliverables to be prepared and provided by the DBM during the preconstruction phase may include but are not limited to: Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Subcontractor Contracts, Subcontractor bid packages, Supplier Contracts, and others as indicated in this Contract or required by the Project Team.

Design Team - refers to licensed design professionals that have been selected to work on the Project by the City. The Design Team has a services contract to furnish the design and may or may not provide professional inspections for the Project. The Design Team is led by DFDG Architecture, an architectural firm licensed in Arizona.

Drawings (Plans) - Documents which visually represent the scope, extent, and character of the Work to be furnished and performed by the DBM during the construction phase and which have been prepared or approved by the Design Professional and the City. Drawings include documents that have reached a sufficient stage of completion and released by the Design Professional solely for the purposes of review or use in performing constructability or biddability reviews and in preparing cost estimates (e.g. conceptual design Drawings, preliminary design Drawings, detailed design Drawings at 30%, 60%, 90% or 100%), but *"not for construction"*. Drawings do not include shop drawings.

Effective Date of this Contract - The date specified in this Contract on which the Contract becomes effective, but if no date is specified, the date on which the City executes this Contract.

General Conditions Costs - The negotiated amount of project supervision and other indirect costs according to construction terms. These costs are not reflected in other GMP items. Costs may include, but are not limited to, the following: Project Manager, Superintendent, Full-time General Foremen, workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.) and administrative office personnel. Other costs may include: temporary office, fencing and other facilities, office supplies, office equipment, minor expenses, utilities, vehicles, fuel, sanitary facilities, and telephone services at the site.

GMP Plans and Specifications - The plans and specifications provided in accordance with Article 1.6(C) upon which the Guaranteed Maximum Price Proposal is based.

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Guaranteed Maximum Price or "GMP" means the sum of the maximum price of the Work as given in the GMP proposal; the DBM's Direct Costs including the Subcontractor Costs of Work and the DBM's Cost of Work, the DBM Indirect Costs including the DBM's Construction Fee; General Conditions, Taxes, Payment and Performance Bonds, Insurance Costs, and City's Project Contingency as more fully described in Article 1.5 of this Contract.

Guaranteed Maximum Price (GMP) Proposal - The offer or proposal of the DBM submitted on the prescribed form stating the GMP prices for the entire Work (which includes Cost of the Work, General Conditions, Taxes, Bonds, Insurance) or portions of the Work to be performed during the construction phase. The GMP Proposal(s) are to be developed in compliance with Article 1.6 of this Contract.

Hazardous substance - means:

- (a) Any substance designated pursuant to sections 311(b) (2) (A) and 307(a) of the clean water act.
- (b) Any element, compound, mixture, solution or substance designated pursuant to section 102 of CERCLA.
- (c) Any hazardous waste having the characteristics identified under or listed pursuant to section 49-922.
- (d) Any hazardous air pollutant listed under section 112 of the federal clean air act (42 United States Code section 7412).
- (e) Any imminently hazardous chemical substance or mixture with respect to which the administrator has taken action pursuant to section 7 of the federal toxic substances control act (15 United States Code section 2606).
- (f) Any substance which the director, by rule, either designates as a hazardous substance following the designation of the substance by the administrator under the authority described in subdivisions (a) through (e) of this paragraph or designates as a hazardous substance on the basis of a determination that such substance represents an imminent and substantial endangerment to public health.

Indirect Costs - include the General Conditions, Payment and Performance Bonds, Insurance and Taxes.

Legal Requirements - means all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-governmental entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

Notice to Proceed - A written notice given by the City to the DBM fixing the date on which the DBM will start to perform the DBM's obligations under the Design Build Services Contract.

Payment Request - The form that is accepted by the City and used by the DBM in requesting progress payments or final payment and which will include any supporting documentation as is required by the Contract Documents or the City, and is based on a monthly estimate of the dollar value of the Work completed.

Preconstruction Services - means advice given during the preconstruction phase. Preconstruction Services will be contracted for between the City and the DBM, as required by A.R.S. § 34-603(E). Services may include the following: design review, project scheduling,

constructability reviews, alternate systems evaluation, cost estimates, GMP preparation, and subcontractor bid phase services.

Project - The scope of work as described in the Recital above and Exhibit "A" attached.

Project Team - Preconstruction phase services team consisting of the Design Professional, the DBM, the Contract Administrator, the City's representatives and other stakeholders who are responsible for making decisions regarding the Project.

Samples - Physical examples that illustrate materials, equipment, or workmanship representative of a part of the construction phase Work and which establish the standards by which that portion of the construction phase Work will be judged.

Schedule of Values (SOV) - means the Document specified in the construction phase, which divides the Contract Price into pay items, so that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price. The SOV may or may not be output from the Progress Schedule depending on whether the Progress Schedule is cost-loaded or not.

Shop Drawings - means drawings, diagrams, schedules and other data specially prepared for the Work by the DBM or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

Site - means the land or premises on which the Project is located, generally described as the City-owned parking structure in Old Town and located at 1st Street and Brown Avenue in the City of Scottsdale, Arizona. The DBM will include in its contract with subcontractors the street or physical address of the construction site.

Specifications - The section(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain applicable administrative details.

Subcontractor - means any person or entity retained by the DBM as an independent contractor to perform a portion of the Work and must include material, workers, and suppliers. All subcontractors must be selected in accordance with the selection plan stated in Article 1.8.

Subconsultant - A person, firm, or corporation having a Contract with the DBM to furnish services required as its independent professional associate or consultant with respect to the Project.

Substantial Completion - When the Work, or when an agreed upon portion of the Work, is sufficiently complete so that the City can occupy and use the Project or a portion of the Project for its intended purposes. This may include, but is not limited to: (a) approval by the City Fire Marshall and local authorities (Certificate of Occupancy); (b) issuance of elevator permit; (c) demonstration to the City that all systems are in place, functional, and displayed to the City or its representative; (d) installation of all materials and equipment; (e) City review and acceptance of all systems; (f) City review and acceptance of draft O&M manuals and record documents; (g) City operation and maintenance training completed; (h) HVAC test and balance completed [provide minimum 30 days before the projected substantial completion]; (i) completed landscaping and Site work; and (j) final cleaning.

Supplier - A manufacturer, fabricator, supplier, distributor, material men or vendor having a direct contract with the DBM or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by the DBM or any Subcontractor.

Work - The entire completed construction or the various separately identifiable parts of the construction, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

(SIGNATURES ON NEXT PAGE)

The City of Scottsdale by its Mayor and City Clerk have subscribed their names this ____ day of _____, 20____.

DESIGN BUILD MANAGER:

CHASSE BUILDING TEAM, INC.
an Arizona Corporation

Name Printed: Barry Chasse, President

CITY OF SCOTTSDALE,
an Arizona municipal corporation

ATTEST:

Lisa Borowsky, Mayor

Ben Lane, City Clerk

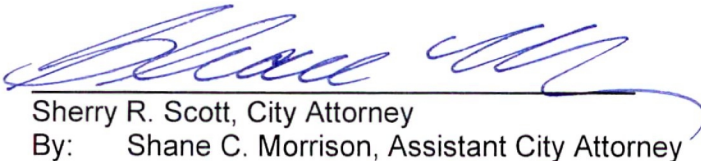
REVIEWED BY:

Roger Berna, Contract Administrator

Alison Tymkiw, City Engineer

George Woods, Risk Management Director

APPROVED AS TO FORM:


Sherry R. Scott, City Attorney
By: Shane C. Morrison, Assistant City Attorney



Design-Build Manager Design Phase Proposal Bond Project 63





November 12, 2024

Project: City of Scottsdale Bond Project 63 – Design Build Manager Old Town Brown St. Parking Structure

Design build Manager – Design Phase Services Proposal

Project Description

The project is located on 1st Street and Brown in Old Town Scottsdale. The existing precast parking garage is to be expanded vertically with two additional levels – approximately 216 spaces. The project will also be designed to support and roof top solar array. The solar array and design are not included in the scope of this project.

Chasse Building Team will serve as the Design-Build Manager. The following design consultants will serve as the Design Team:

DFDG Architecture – Architectural Design
PK Associates – Structural Engineers
Kimley Horn Associates – Parking Consultant, MEP Engineers, Civil Engineering, and Landscape Design
Coreslab Structures – Precast Structure Designers

Scope of Services

This proposal is for complete Design Service portion of the project from conceptual design through permitting and is based on City of Scottsdale RFQ dated August 22, 2024. The project will utilize 2021 IBC suite of codes with the City of Scottsdale amendments, along with 2010 ADA.

Preconstruction services are also included throughout the process culminating in a mutually agreed to Construction Phase GMP. The Construction Phase GMP including any early procurement items will be through a separate proposal.

Design Phase Milestones:

Schematic Design (SD)

1. Review existing site conditions.
2. Develop two (2) functional concepts.
3. Preliminary floor plans, parking layouts, ramp locations, entry and exiting related to concepts.
4. Develop Initial elevations and site plan.
5. Outline specification.
6. Structural design based on approved Concept.



7. Schematic Grading and Drainage Plans.
8. Sewer and water demands.
9. MEP calculations and initial layouts.
10. Utility provider coordination.
11. Initial budgeting and project schedule.
12. Five (5) design meetings included for this phase.

Design Development (DD)

1. Based on approved SD Package, develop further detail of project design.
2. Develop exterior design including finishes and materials.
3. Refine striping plan, entry and exiting, signage and wayfinding.
4. Refine structural design and precast structure layout and components.
5. Further develop MEP loads and distribution.
6. Lighting layouts and fixtures identification.
7. Develop fire sprinkler standpipe locations and piping layouts.
8. Preliminary Grading and Drainage plans, analysis and reports. Offsite plans.
9. Develop landscape irrigation and planting plans.
10. Updated project budget and schedule.
11. Constructability reviews and reports.
12. Phasing and sequencing plans along with site plan for construction activities.
13. Early Procurement GMPs as necessary.
14. Six (6) design meetings included for this phase.

Construction Documents (CD)

1. Based on approved DD package, further develop the design and drawings to provide a complete set of documents to submit to the AHJ for permit approval and to the Design Build Manager to develop the construction Phase Guaranteed Maximum Price.
2. Coordinate the drawings and book specifications of all subconsultants and incorporate them into the final CD package.
3. At the 90% completion level, submit a pre-final set of documents to the AHJ for plan review.
4. Make all necessary corrections and updates and submit the final 100% CD package for final review and bidding. Issue a PDF or other acceptable electronic format containing the complete
5. CD package to Client. The client will be responsible for printing sets for bidding and construction, and distribution of plans.
6. Final parking plans, PARCS, and technical specifications for parking layout.
7. Final MEP equipment specifications, distribution and layouts. EV locations. Power and lighting plans. Final plumbing plans and fixtures specifications. Storm and sanitary plans.
8. Complete Performance plans and technical specifications for Fire Sprinkler system.
9. Civil demolition plan, G&D plans including horizontal control. Fire service, water, sewer and landscape water utility plans.
10. Complete final drainage report
11. Six (6) design meetings included for this phase.



Construction Administration (CA)

1. DFDG will have one construction administrator/architect attend bi-weekly site meetings and conduct an observation of the work. Seventeen (17) site meetings are included in this phase.
2. In-house review of submittals and shop drawings.
3. Response to RFI's and contractor questions.
4. At substantial completion, the architect will conduct pre-final inspection and prepare a punch list of work not completed or needing corrections. We assume that the entire project will be ready for a single punch list inspection, and we will not be required to make multiple or phased punch lists. Prepare a Certificate of Substantial Completion using the standard AIA Documents.
5. At final completion, conduct a final inspection walk-through with Client. There is no certificate issued at final completion, sign-off on the final application for payment is the architect's confirmation that the project is complete.
6. Assist in review and coordination of project closeout, review of contractor-prepared as-built drawings, review of O&M manuals, warranties and other close-out material.
7. Based on the contractor's as-builts, prepare record drawings by updating the Revit files. Submit electronic files to Client in PDF format.
8. At Client's request, attend warranty walk twelve months after substantial completion.
9. RFIs will be answered as quickly as possible, most of which will be returned in 1-3 days. Some issues will require significant design effort and can take a week or more to complete. If this is the case, DFDG will notify the Client so a reasonable response period can be achieved.
10. Submittals will be returned in 7-10 days for standard products or 10-14 days for complex submittals.

Schedule

The project has an aggressive schedule that will require timely decisions by the Owner and Client to maintain the delivery durations noted below. This schedule assumes the AHJ review, which is not within our ability to control, is compliant with dates outlined below.

1. Programming verification and Schematic Design will take 10 weeks.
2. Following approval of the SD phase, Design Development will take 12 weeks.
3. Following approval of the DD phase, Construction Documents will take 12 weeks.
4. Upon completion of the CD phase, the drawings will be submitted to City of Scottsdale for review by the AHJ for permit approval. Once the first review is complete, the design team will make revisions and resubmit them within 2 weeks.

Assumptions and Exclusions

1. A change or increase in the project scope or making changes to the documents that are inconsistent with previously furnished information or approvals.
2. Design for future building expansion, campus master planning, or detailed design or engineering for site improvements beyond the project site boundaries.
3. Providing special studies or reports.
4. We anticipate that the existing elevator will be removed, the existing elevator core will be expanded vertically, and a new hydraulic elevator will be installed. No additional elevators are anticipated. However, we will investigate the option to add a second elevator only servicing the upper two levels.



5. Existing MEP systems serving the Carriage gallery and Livery Yard, and restrooms are to remain and are not included with the MEP scope of services. Upgrades to existing MEP systems may be performed as an additional service.
6. Project will consist of a single phase.
7. Site Plan Development and Submittal to be completed by Architect.
8. Offsite Improvements are anticipated to only consist of driveway re-construction along E 2nd St to repair the under driveway drain and sidewalk removal and replacement along both N Brown Ave and E 1st St due to removal of the existing steel frame canopy structures. In addition to other offsite improvements, the following are specifically not included in this scope of services: street lighting and public utility work.
9. It is anticipated that the existing parking and alley along the west side of the property will be protected in place and will not require improvements.
10. The existing site provides retention via underground 96" corrugated metal pipe at the lower level of the garage and utilizes a booster pump to eject stormwater into the city storm system via an existing catch basin located along Brown Ave per as- built plans. This system is assumed to remain and be protected in place and no additional retention design is required.
11. Site utility providers are sewer (Scottsdale; Southern Water Service Region), water (Scottsdale), and power (APS). It is assumed no utility permitting is required with Scottsdale and APS and that all necessary utilities are available on-site with sufficient capacity at or immediately adjacent to the site, and that no off-site upgrades or new services connections will be required as part of this scope of services.
12. It is assumed that improvements to the landscape and irrigation will utilize an existing irrigation point of connection.
13. It is assumed landscape improvements will not include any screening, green screens, vertical plantings, or on-structure plantings.
14. Specifications for civil and landscape architecture related items will be included on the construction plans and refer to Maricopa Association of Governments standard details and specifications and applicable City of Scottsdale supplemental standards.
15. Project site is not believed to be within a special flood zone as delineated by the Federal Emergency Management Agency (FEMA). Therefore, a flood study and/or construction of site improvements within an existing floodplain is not included.
16. It is assumed no off-site flows impact the site and drainage improvements and reports necessary will be based on impacts to the on-sites only.
17. Once identified, any technical appeal applications or code modifications can be prepared for an additional fee if authorized by the City/Client.
18. The City of Scottsdale will be responsible for all review and submittal fees.
19. It is assumed that no traffic impact studies are required and therefore not included.
20. No improvements or modifications assumed for the existing stormwater retention system.
21. No subterranean geotechnical investigations or reports are included as it is assumed that the initial design and Geotechnical Report supports the proposed expansion.

Note: Scope of work noted above is including but not limited to. Please see attached Consultant Proposals for further expansion of services provided under this scope of work.



Design Phase Proposal Fee

Design phase services fee is as follows:

Lump Sum Design Phase Proposal	\$1,373,848.82
Design Phase Contingency (10%)	\$127,852.10
Owner Design Contingency (10%)	\$127,852.10
Total Design Phase Costs:	\$1,629,553.02

Thank you for the opportunity to work with you on this project. Please do not hesitate to contact me with any questions.

Sincerely,

Daniel Menghini

Digitally signed by Daniel Menghini:
DN: cn=Daniel Menghini,
c=United States of America,
ou=CHASSE Building Team,
ou=Operations, CHASSE,
email=dmenghini@chasse.us,
serial=2024.11.12.16:11:27-0700



Daniel Menghini
Business Unit Leader – Municipal
dmenghini@chasse.us
(602) 920-9531

November 12, 2024

Project: City of Scottsdale Bond Project 63 - Design Build Manager Old Town Brown St. Parking Structure**Preconstruction Services Proposal****Scope of Services Design Phase**

This proposal is for complete Design Service portion of the project from conceptual design through permitting and is based on City of Scottsdale RFQ dated August 22, 2024. The project will utilize 2021 IBC suite of codes with the City of Scottsdale amendments, along with 2010 ADA.

Preconstruction services are also included throughout the process culminating into a mutually agreed to Construction Phase GMP. The Construction Phase GMP including any early procurement items will be through a separate proposal. The Design Phase Schedule is expected to be 34 weeks.

Design Phase Milestones:

Schematic Design (SD)

Design Development (DD)

Construction Documents (CD)

Construction Administration (CA)

City of Scottsdale Bond Project 63 - Design Build Manager Old Town Brown St. Parking Structure	
Schematic Design	\$272,810.00
Design Development	\$319,080.00
Construction Documents	\$423,951.00
Construction Administration	\$234,680.00
Project Site Visits	\$12,000.00
Reimbursables	\$16,000.00
Subtotal:	\$1,278,521.00
General Liability Insurance (1.1%):	\$17,730.05
Design-Build Fee (5%)	\$77,597.76
Lump Sum Design Phase Proposal	\$1,373,848.82
Design Phase Contingency (10%)	\$127,852.10
Owner Design Contingency (10%)	\$127,852.10
Total Design Phase Costs:	\$1,629,553.02

Project: City of Scottsdale Bond Project 63 - Design Build Manager Old Town Brown St. Parking Structure
Design Phase Services Breakdown

City of Scottsdale Bond Project 63 - Design Build Manager Old Town Brown St. Parking Structure										
Item #	Description	Architectural Services DFDG Architecture	Structural Engineering Services - PK Associates	Parking Consultant Services - Kimley Horn Associates	MEP Engineering Services - Kimley Horn Associates	Civil Engineering Services - Kimley Horn Associates	Landscape Architecture Services - Kimley Horn Associates	Precast Structure Design Services - Coreslab Structures	Design-Build Preconstruction Services Chasse Building Team	
		Lump Sum Fee	Lump Sum Fee	Lump Sum Fee	Lump Sum Fee	Lump Sum Fee	Lump Sum Fee	Lump Sum Fee	Lump Sum Fee	Subtotal
1.0	Schematic Design	\$ 58,600.00	\$ 16,000.00	\$ 36,595.00	\$ 26,495.00	\$ 16,095.00	\$ 10,395.00	\$ 55,000.00	\$ 53,630.00	\$ 272,810.00
2.0	Design Development	\$ 75,320.00	\$ 28,000.00	\$ 22,595.00	\$ 38,095.00	\$ 18,095.00	\$ 12,495.00	\$ 55,000.00	\$ 68,480.00	\$ 319,080.00
3.0	Construction Documents	\$ 118,640.00	\$ 44,000.00	\$ 28,095.00	\$ 45,295.00	\$ 31,596.00	\$ 12,795.00	\$ 55,000.00	\$ 88,530.00	\$ 423,951.00
4.0	Construction Administration	\$ 164,200.00	\$ 15,000.00	\$ 19,095.00	\$ 20,295.00	\$ 9,595.00	\$ 6,495.00	N/A	N/A	\$ 234,680.00
5.0	Project Site Visits	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	Incl	Incl	\$ 12,000.00
6.0	Reimbursables	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	N/A	\$ 2,000.00	\$ 16,000.00
	Subtotal	\$ 422,760.00	\$ 107,000.00	\$ 110,380.00	\$ 135,380.00	\$ 79,381.00	\$ 46,180.00	\$ 165,000.00	\$ 212,640.00	
Total Design Phase Services										\$ 1,278,521.00

Project: City of Scottsdale Bond Project 63 - Design Build Manager Old Town Brown St. Parking Structure
Design-Build Manager Preconstruction Services - Breakdown of Hours

City of Scottsdale Bond Project 63 - Design Build Manager Old Town Brown St. Parking Structure												
Item #	Description	Project Director		Sr Project Manager		Project Engineer		Chief Estimator		Superintendent		Subtotal
		Hours	Rate (\$/hr)	Hours	Rate (\$/hr)	Hours	Rate (\$/hr)	Hours	Rate (\$/hr)	Hours	Rate (\$/hr)	
		\$ 195.00		\$ 150.00		\$ 95.00		\$ 175.00		\$ 130.00		
1.0	Schematic Design											
1.1	Attend Owner & Design Team Meetings (weekly)	24	\$ 4,680.00	48	\$ 7,200.00	24	\$ 2,280.00	48	\$ 8,400.00	8	\$ 1,040.00	
1.2	Constructability and Design Reviews	8	\$ 1,560.00	16	\$ 2,400.00	16	\$ 1,520.00	16	\$ 2,800.00	16	\$ 2,080.00	
1.3	Conceptual and Schematic Budget Preparation	8	\$ 1,560.00	16	\$ 2,400.00	10	\$ 950.00	24	\$ 4,200.00	0	\$ -	
1.4	Site verification and investigation of existing conditions and site constraints	8	\$ 1,560.00	8	\$ 1,200.00	8	\$ 760.00	8	\$ 1,400.00	8	\$ 1,040.00	
1.5	Develop Project Schedule	4	\$ 780.00	8	\$ 1,200.00	2	\$ 190.00	2	\$ 350.00	16	\$ 2,080.00	
	Subtotal		\$ 10,140.00		\$ 14,400.00		\$ 5,760.00		\$ 17,150.00		\$ 6,240.00	\$ 53,630.00
2.0	Design Development											
2.1	Attend Owner & Design Team Meetings (weekly)	24	\$ 4,680.00	48	\$ 7,200.00	24	\$ 2,280.00	48	\$ 8,400.00	8	\$ 1,040.00	
2.2	Constructability and Design Reviews	16	\$ 3,120.00	32	\$ 4,800.00	32	\$ 3,040.00	32	\$ 5,600.00	32	\$ 4,160.00	
2.3	Design Development Budget and Tracking Log	0	\$ -	4	\$ 600.00	4	\$ 380.00	16	\$ 2,800.00	0	\$ -	
2.4	Long Lead Identification and Procurement	8	\$ 1,560.00	20	\$ 3,000.00	20	\$ 1,900.00	32	\$ 5,600.00	8	\$ 1,040.00	
2.5	Long Lead GMP Development and Preparation	2	\$ 390.00	4	\$ 600.00	4	\$ 380.00	20	\$ 3,500.00	0	\$ -	
2.6	Develop and prepare Site Access and Phasing Plans	2	\$ 390.00	4	\$ 600.00	4	\$ 380.00	0	\$ -	8	\$ 1,040.00	
	Subtotal		\$ 10,140.00		\$ 16,800.00		\$ 8,360.00		\$ 25,900.00		\$ 7,280.00	\$ 68,480.00
3.0	Construction Documents											
3.1	Develop and maintain project schedule including design, equipment procurement, equipment lead times, sequence and installation duration	2	\$ 390.00	8	\$ 1,200.00	8	\$ 760.00	0	\$ -	16	\$ 2,080.00	
3.2	Develop and Prepare Site Access and Equipment Phasing Plans - evaluate equipment priorities and sequence	2	\$ 390.00	8	\$ 1,200.00	8	\$ 760.00	2	\$ 350.00	32	\$ 4,160.00	
3.3	Site Visits to review site logistics - create staging plans and equipment access needs for each equipment location	8	\$ 1,560.00	16	\$ 2,400.00	16	\$ 1,520.00	8	\$ 1,400.00	16	\$ 2,080.00	
	GMP Preparation											
6.4	Develop GMP package & Manage Revisions	24	\$ 4,680.00	32	\$ 4,800.00	32	\$ 3,040.00	40	\$ 7,000.00	0	\$ -	
6.2	Trade Partner Coordination and Site Walks as needed to develop GMP	4	\$ 780.00	32	\$ 4,800.00	12	\$ 1,140.00	32	\$ 5,600.00	8	\$ 1,040.00	
6.3	Bid comparison and scope leveling	8	\$ 1,560.00	20	\$ 3,000.00	20	\$ 1,900.00	40	\$ 7,000.00	4	\$ 520.00	
6.4	Develop GMP package & Manage Revisions	24	\$ 4,680.00	20	\$ 3,000.00	20	\$ 1,900.00	40	\$ 7,000.00	0	\$ -	
6.5	Prepare VE Options & Tracking Log	4	\$ 780.00	8	\$ 1,200.00	8	\$ 760.00	12	\$ 2,100.00	0	\$ -	
	Subtotal		\$ 14,820.00		\$ 21,600.00		\$ 11,780.00		\$ 30,450.00		\$ 9,880.00	\$ 88,530.00
Total Chasse Building Team Design Services:												\$ 210,640.00



5 November 2024

Dan Menghini
Chasse Building Team
230 S Siesta Lane
Tempe, AZ 85288
P: 480.425.7777
DMenghini@chasse.us

Re: Project 24046 1st Street and Brown Parking Structure Design Fee Proposal

Dear Mr. Menghini:

DFDG Architecture is excited for the opportunity to submit this proposal for architectural design services for the vertical expansion of the existing parking structure at 1st Street and Brown in Scottsdale, AZ. The following proposal outlines our understanding of the scope and requirements for this project.

A. PROJECT SCOPE

1) General Scope Information.

The project will be located at 1st Street and Brown in Scottsdale, Arizona. The existing garage is a standalone parking structure with one level below grade and one at grade level. The project is expected to expand the existing structure vertically to two additional levels. The expansion will be designed to support a rooftop solar array. The project construction budget is \$11,000,000. The project will be designed utilizing the 2021 IBC suite of codes with City of Scottsdale amendments, along with 2010 ADA.

This proposal is based on the RFQ from the City of Scottsdale dated 22 August 2024.

2) Site Information.

The Client has hired civil engineering and landscape architecture design separately from this proposal. DFDG will coordinate their efforts. The current Vehicular access points to the parking structure are anticipated to remain unchanged.

3) Owner/Client Information.

The City of Scottsdale is the Owner and Chasse Building Team (Chasse) is the Client for this project and will be represented by Dan Menghini. The Client is responsible for the following:

- a. Provide all design consultants, including, but not limited to structural, mechanical, plumbing, electrical, civil, landscaping and parking.
- b. Arrange for a specialty vendor or consultant to provide the design and layout of security systems, data, A/V, and telecommunications systems.
- c. Design, calculations and drawings for fire alarm and fire sprinkler systems as deferred submittals.
- d. Preparation of construction cost estimates at each phase of design, and preparation of the guaranteed maximum price (GMP) as requested by Owner.
- e. Preparation and distribution of meeting minutes during the construction phase.
- f. Constructability review of the A/E design and documents at each phase of design.

- g. Assist the design team in evaluation of optional building systems including structural, mechanical, and other systems as needed.
- h. Provide for printing and distribution of all required plans and documents for bidding or estimating at each design phase, and as required for construction purposes.
- i. Provide for required construction materials testing and inspections. Any required performance testing of equipment or systems, water system balance, or technical balance reports for air distribution.

4) Building Information.

The new building will be designed to be compatible with the style of the surrounding architecture.

- a. Exterior materials may include exposed concrete, integral color masonry, glass curtainwall systems, metal wall panels, EIFS, stucco, and clay brick.
- b. Structural systems will be precast concrete structures.
- c. The building will not be certified to any level of LEED, Parksmart, or other green rating system.

5) Building Structure and Systems.

The building structure and systems will be designed by the Client's consulting engineers.

6) Schedule.

The project has an aggressive schedule that will require timely decisions by the Owner and Client to maintain the delivery durations noted below. This schedule assumes the AHJ review, which is not within our ability to control, is compliant with dates outlined below.

- a. Programming verification and Schematic Design will take 10 weeks.
- b. Following approval of the SD phase, Design Development will take 12 weeks.
- c. Following approval of the DD phase, Construction Documents will take 12 weeks.
- d. Upon completion of the CD phase, the drawings will be submitted to City of Scottsdale for review by the AHJ for permit approval. Once the first review is complete, the design team will make revisions and resubmit within 2 weeks.
- e. Construction duration will be established by the Client. This proposal has assumed a construction duration of 8 months. Delays in this construction schedule will result in additional services as described in the fee below.

7) Delivery Method.

The project will be delivered as Design Build with the Client as the Design Build Manager.

8) Signage.

Signage required by code is included in the scope of services and will be shown on drawings.

- a. Exterior signage includes building address, riser location, Fire Department Connection, etc.
- b. Interior signage includes exits, restrooms, electric room, elevator emergency signs, area of refuge, floor level, FDC, occupant load, and other signage directed by the AHJ.
- c. Parking signage will be designed by the Client's parking consultant.
- d. Exterior signage not required by code including monument sign and building lettering (other than the address) are excluded and shall be provided by the Client or their designated vendor.

B. BASIC SERVICES

1) Consultant Team.

- a. DFDG will provide architectural, planning and design services.
- b. Client's consultants:
 - i. PK Associates will provide structural engineering including building and site structures.
 - ii. Coreslab will provide precast building design.
 - iii. Kimley-Horn will provide mechanical, plumbing, electrical engineering, civil engineering landscape architecture and parking functional design.

2) Schematic Design (SD).

Based on the approved programming package, develop a schematic design package to include:

- a. DFDG will review any preliminary information provided by the Client, consult with the Client, interview stakeholders (as applicable), review Client provided design standards and communicate with the project team and document what will be used for subsequent design phases.
- b. The design team will provide up to three concepts for the initial design workshop and will develop the selected concept through the course of this phase.
- c. Develop preliminary floor plans, exterior elevations and site plan.
- d. Outline specifications in book format.
- e. Coordinate with city as needed to complete Design Review process.
- f. DFDG will have one team member attend bi-weekly meetings during this phase. Based on the project schedule in section A, five (5) meetings are included in this phase.
- g. Progress deliverables during this phase will be informal and submitted as needed to move the project forward.
- h. Final deliverable for this phase includes a schematic design set of drawings and narratives for any relevant scope not yet identified on the plans.

3) Design Development (DD).

Based on the approved SD package, develop the design in further detail as needed for Client to prepare a revised budget estimate, including:

- a. Development of the exterior building design, including wall materials, opening fenestrations, and other design elements.
- b. Prepare detailed wall sections for major wall assemblies and building components.
- c. Design development level specifications in book format.
- d. DFDG will have one team member attend bi-weekly meetings during this phase. Based on the project schedule in section A, six (6) meetings are included in this phase.
- e. Final deliverable for this phase includes a design development package including drawings identified above.

4) Construction Documents (CD).

Based on the approved DD package, continue to develop the design and drawings to furnish a complete set of documents suitable for plan review and Client bidding and construction.

- a. Coordinate the drawings and book specifications of all subconsultants and incorporate them into the final CD package.
- b. At the 90% completion level, submit a pre-final set of documents to the AHJ for plan review.
- c. Make all necessary corrections and updates and submit the final 100% CD package for final review and bidding. Issue a PDF or other acceptable electronic format containing the complete

CD package to Client. The client will be responsible for printing sets for bidding and construction, and distribution of plans.

- d. DFDG will have one team member attend bi-weekly meetings during this phase. Based on the project schedule in section A, six (6) meetings are included in this phase. Consultants will attend meetings as identified in their attached proposals.

5) Construction Administration (CA).

The scope described below assumes the construction phase will be completed in the time frame defined in the schedule above.

- e. The CA services will be delivered over an eight (8) month duration. Should the project schedule be delayed or extended, an additional expense will apply for every month of schedule increase. See Section D for the monthly rate, which will be billed based on the number of months the schedule is adjusted.
- f. DFDG will have one construction administrator/architect attend bi-weekly site meetings and conduct an observation of the work. Seventeen (17) site meetings are included in this phase.
- g. In-house review of submittals and shop drawings.
- h. Response to RFI's and contractor questions.
- i. At substantial completion, the architect will conduct pre-final inspection and prepare a punch list of work not completed or needing corrections. We assume that the entire project will be ready for a single punch list inspection, and we will not be required to make multiple or phased punch lists. Prepare a Certificate of Substantial Completion using the standard AIA Documents.
- j. At final completion, conduct final inspection walk-through with Client. There is no certificate issued at final completion, sign-off on the final application for payment is the architect's confirmation that the project is complete.
- k. Assist in review and coordination of project closeout, review of contractor-prepared as-built drawings, review of O&M manuals, warranties and other close-out material.
- l. Based on the contractor's as-builts, prepare record drawings by updating the Revit files. Submit electronic files to Client in PDF format.
- m. At Client's request, attend warranty walk twelve months after substantial completion.
- n. RFIs will be answered as quickly as possible, most of which will be returned in 1-3 days. Some issues will require significant design effort and can take a week or more to complete. When this is the case, DFDG will notify the Client so a reasonable response period can be achieved.
- o. Submittals will be returned in 7-10 days for standard products or 10-14 days for complex submittals.

C. EXCLUSIONS

The following services are not included under Basic Services and would be provided as Additional Services if requested by the Client.

- a. A change or increase in the project scope or making changes to the documents that are inconsistent with previously furnished information or approvals.
- b. Design for future building expansion, campus master planning, or detailed design or engineering for site improvements beyond the project site boundaries.
- c. Providing special studies or reports.
- d. Preparation of scale models or fly-through computer models.
- e. Services following completion of construction.
- f. Additional meetings or presentations beyond those indicated in Section B above.
- g. Renderings (artistic or photorealistic).

D. FEE PROPOSAL

The table below indicates basic services by DFDG.

Basic Services	\$416,760
Schematic Design	\$58,600
Design Development	\$75,320
Construction Documents	\$118,640
Construction Administration	\$164,200
Reimbursable Expenses	\$4,000
Total Fee Proposal	\$420,760

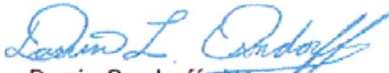
An additional fee of \$20,000 will be charged per month for extended CA services if the project duration exceeds the schedule noted above.

E. OTHER TERMS AND CONDITIONS

- a. This proposal, if accepted, will become an exhibit to the formal contract between the Client and DFDG.
- b. We recommend using the standard AIA contract form unless the Client prefers to use a different contract.
- c. Payment for professional services, additional services, reimbursable expenses, and other related fees will be invoiced monthly. Invoices that remain unpaid beyond 60 days of the invoice date will accrue a service charge at the rate of 1.0% per month.
- d. In addition to the Fee for Professional Services, we would be reimbursed for direct expenses including the cost of printing, delivery service, travel and lodging for out-of-state consultants, CADD plotting, software beyond our standard programs, online software application service (cloud computing) fees, pay for subscription software, photography, long distance telephone and fax calls, and similar direct expenses, multiplied by a factor of 1.10. Auto mileage will be billed at our current cost per mile based on the GSA federal employee's reimbursement rate. We assume that all fees for permits, utility fees, and review by various agencies will be paid directly by the Client. Reimbursable expenses line item indicated in section D above is an allowance. Reimbursable expenses shall be invoiced monthly as accrued.
- e. Additional Services, if authorized by the Client, would be performed at our standard hourly rates or for a mutually agreeable fee.
- f. DFDG's attached Standard Hourly Rates are current as of the initiation of this agreement but are subject to change. Where the fee arrangement is based upon an hourly rate, or extra work is required, the hourly rates will be those that prevail at the time services are rendered.
- g. This fee proposal does not include sales taxes. In the event any governmental jurisdiction levies a sales or other tax on professional services, such tax would be calculated and added to the fee amount.
- h. DFDG shall not be responsible for acts of the Client, or any subcontractor or other entity outside of DFDG's control, including:
 - i. Default or non-performance, or failure to fulfill contract obligations.
 - ii. Defects in materials or workmanship.
 - iii. Additional costs of change orders that are not specifically due to negligent errors or omissions on the part of the architect.
 - iv. Work required due to unforeseen or existing conditions.
 - v. Jobsite safety or environmental concerns.
 - vi. Actions or approvals by authorities having jurisdiction.

- vii. Project scheduling or cost of construction.
- viii. Contractor's selection of means or methods of construction.
- i. The architect will retain original drawings, calculations and reports provided under the agreement for a period of 2 years following completion of construction.
- j. This Agreement may be terminated by either party at any time, in writing, with or without cause. In the event of termination, the Client agrees to pay DFDG for all services performed up to the date of termination, whether or not such services have been fully completed, on a pro-rata or hourly basis, along with accrued reimbursable expenses. The Client shall be provided with copies of any applicable work product for which DFDG has been paid.
- k. In performing duties under this Agreement, DFDG shall exercise the generally accepted standard of care determined for Arizona for projects of similar scope and complexity.

Sincerely,


Darrin Orndorff, AIA
President

ACCEPTED: CHASSE Building Team

Signature:

Name:

Title:

Date:



November 8, 2024

Dan Menghini
CHASSE Building Team
230 S Siesta Lane
Tempe, AZ 85288

Re: **1st Street and Brown Avenue Parking Garage Vertical Expansion
Scottsdale, AZ**

Dear Mr. Menghini,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to **CHASSE Building Team** ("Client" or "CHASSE") for providing engineering and parking consulting services for the vertical expansion of the existing 1st Street and Brown Avenue parking garage in Scottsdale, AZ.

Project Understanding

The project is located in Scottsdale, AZ at the intersection of 1st Street and Brown Avenue. The existing parking garage is being proposed to be expanded vertically two additional levels. The existing parking garage is a standalone parking garage with one below-grade and one at-grade level. The expansion will be designed to support a new/future rooftop solar array.

Team

- As the Design Builder, CHASSE Building Team will direct all activities of the design team.
- DFDG will provide architectural services
- PK Associates will provide structural engineering services.
- Kimley-Horn will provide parking consulting, civil engineering, landscape architecture, and MEP services.
- Geotechnical investigation and engineering will be provided by others and under separate agreement with the Client.
- Survey Services will be provided by others and under separate agreement with the Client.

Site Information

- The proposal is based upon the RFQ from the City dated August 22, 2024.
- The vehicular access points to the parking garage are anticipated remain unchanged from the current condition.
- The proposed parking garage will continue to serve the general public.

Parking Garage

- Design will be in accordance with the current local building code.
- We anticipate that the existing elevator will be removed, the existing elevator core will be expanded vertically, and a new hydraulic elevator will be installed. No additional elevators are anticipated.

- The proposed structure is to remain structurally and physically independent of other adjacent buildings.
- Electrical raceway design and electrical distribution design for electrical vehicle charging stations are included with the MEP scope of services.
- Existing MEP systems serving the Carriage gallery and Livery Yard, and restrooms are to remain and are not included with the MEP scope of services. Upgrades to existing MEP systems may be performed as an additional service.
- Modifications to the existing garage lighting and existing ventilation system are included with the MEP scope of services.

Other

- Parking functional Plan production and model development will be completed using Revit.
- MEP Plan production and model development will be completed using Revit.
- Civil Plan production and model development will be completed using AutoCAD Civil 3D 2024.
- The project will not pursue LEED or Parksmap certification.
- The project will not include any early bid packages.
- All cost estimating will be completed by others.

Building Information Modeling (BIM)

- DFDG or PK Associates will author the outline forms of foundations, slab on grade, and elevated structure for use by the other team members in the production of their respective design.
- Revit 2024 will be used (BIM Level of Development 300).
- The Architect shall manage the aggregate model throughout the entire Project.

Project assumptions for our scope and fees

- Project will consist of a single phase.
- Site Plan Development and Submittal to be completed by Architect.
- Offsite Improvements are anticipated to only consist of driveway re-construction along E 2nd St to repair the under driveway drain and sidewalk removal and replacement along both N Brown Ave and E 1st St due to removal of the existing steel frame canopy structures. In addition to other offsite improvements, the following are specifically not included in this scope of services: street lighting and public utility work.
- It is anticipated that the existing parking and alley along the west side of the property will be protected in place and will not require improvements.
- The existing site provides retention via underground 96" corrugated metal pipe at the lower level of the garage and utilizes a booster pump to eject stormwater into the city storm system via an existing catch basin located along Brown Ave per as-built plans. This system is assumed to remain and be protected in place and no additional retention design is required.
- Site utility providers are sewer (Scottsdale; Southern Water Service Region), water (Scottsdale), and power (APS). It is assumed no utility permitting is required with Scottsdale and APS and that all necessary utilities are available on-site with sufficient capacity at or immediately adjacent to the site, and that no off-site upgrades or new services connections will be required as part of this scope of services.
- Private Utility information (gas, electric, cable, and telephone) will be shown on

the plan for reference only if provided by the appropriate entities in timely manner. Coordination or design of electric, gas, telephone or cable utilities (dry utilities) will be provided by the Client (or their designated dry utility consultant) and is not included in this scope of services.

- It is assumed that improvements to the landscape and irrigation will utilize an existing irrigation point of connection.
- It is assumed landscape improvements will not include any screening, green screens, vertical plantings, or on-structure plantings.
- Specifications for civil and landscape architecture related items will be included on the construction plans and refer to Maricopa Association of Governments standard details and specifications and applicable City of Scottsdale supplemental standards.
- Project site is not believed to be within a special flood zone as delineated by the Federal Emergency Management Agency (FEMA). Therefore, a flood study and/or construction of site improvements within an existing floodplain is not included.
- It is assumed no off-site flows impact the site and drainage improvements and reports necessary will be based on impacts to the on-sites only.
- Once identified, any technical appeal applications or code modifications can be prepared for an additional fee if authorized by the City/Client.
- Additional tasks may be necessary to complete the project based on City/Client requirements. If necessary Kimley-Horn will provide the Client with a separate scope and fee for this effort.
- Kimley-Horn will review existing survey and available as-builts to determine if additional information is required to move forward with the project. Kimley-Horn will use the available information to create base mapping for the design team to utilize through the development of the project. If information is determined to be insufficient for design purposes, Kimley-Horn will utilize survey and utility location subconsultants to obtain design level base mapping.
- The Client will be responsible for all review and submittal fees.

Based upon our Project Understanding and review of currently available information we have developed the following Scope of Services.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Project Management

Task 1.1 – Project Management

- A. Meetings:
 - a. Attend up to four (4) meetings with the Owner, in support of the Client and the Architect. Up to three (3) Kimley-Horn representatives will attend.
- B. Permitting Assistance:

Kimley-Horn will provide up to 50 hours of professional services in support of this



task. This task includes submitting the civil plans to the City of Scottsdale, collecting any plan redlines from the City, and coordinating with City staff for subsequent reviews. Also included under this task is Kimley-Horn's support in obtaining approvals from the City of Scottsdale and assisting in the release of civil permits. This task may also be used for additional client requests that are not specifically covered by other tasks, and for neighborhood outreach efforts required by the City. All fees associated with obtaining a permit (impact, permit, inspection, etc.) are the responsibility of the Client. Once the technical review is complete, the Client is responsible for providing any paperwork that may be required such as maintenance bonds, indemnity agreements, etc. The permitted sets of plans will become the documents issued for construction.

This task consists of the following activities:

- Coordination with the Client for required paperwork
- Coordination with review agency staff to review comments
- Provide Plan revisions and written responses to Building Code Officials and Client comments to construction document submittal. Up to two (2) rounds of comments and responses are anticipated.

Kimley-Horn and Associates, Inc. has no control over the actions of jurisdictional agencies or other parties. Accordingly, professional opinions as to the status of permits and professional opinions as to the probability and timeframe for approvals are made solely on the basis of professional experience and available data.

- C. Project Administration:
 - a. Submit monthly invoices.
 - b. Coordinate Kimley-Horn resources.
 - c. Track and communicate scope adjustments affecting Kimley-Horn's scope and associated fee.

Task 2 - Parking Consulting Services

Task 2.1 – Schematic Design

- A. Meetings:
 - a. Attend one (1) initial virtual kickoff meeting with the Architect and Client to discuss design issues and project goals.
 - b. Participate in periodic virtual meetings with the design team. Up to six (6) meetings are anticipated in this phase.
- B. Review code compliance of design relative to the building code adopted by the authority having jurisdiction (AHJ).
- C. Develop up to two (2) different functional concepts for the parking garage expansion for review with the Owner and selection of the preferred concept.
- D. The following parking functional items will be addressed at this phase:
 - a. Verify existing entry/exit location configurations and possible functional

- modifications.
- b. Evaluate options for horizontal and vertical vehicle and pedestrian circulation within the garage.
- c. Determine parking stall location and size.
- d. Determine location of ADA stalls and future EV stalls within the parking garage.
- e. Develop initial striping for concepts in ACAD.
- E. Calculation and documentation of open area requirements, which are to comply with the building code, is assumed to be completed by DFDG.
- F. Develop initial Revit 3D BIM model for structural coordination.
- G. Provide a preliminary striping plan based on the concept layout in Revit.
- H. Provide plan revisions and written responses to Owner comments from the SD submittal.

Deliverables

- I. Up to two (2) concepts in ACAD for selection of the preferred concept
- J. 3D BIM model to the team at weekly intervals
- K. Parking Functional Basis of Design (BOD) narrative in word format
- L. Schematic plans showing SD level striping plan

Task 2.2 – Design Development

- A. Meetings:
 - a. Participate in periodic virtual meetings with the design team. Up to eight (8) meetings are anticipated in this phase.
- B. Refine striping plan, entry enlargements, and identify preferred PARCS vendors, signage vendors, and/or parking guidance system vendors to start engaging in project.
- C. Receive Client comments on the Design Development package and incorporate those comments into development of the Construction Document package.

Deliverables

- D. 3D BIM model to the team at weekly intervals
- E. Design Development drawings and outline technical specifications to be provided to the Client for review and comment.
- F. Design Development drawings:
 - Parking Structure Striping Plans
 - Parking Structure Striping Details
 - Parking Structure Signage Plans
 - Parking Structure Signage Details

Task 2.3 – Construction Documents

- A. Meetings:
 - a. Participate in periodic virtual meetings with the design team. Up to twelve (12) meetings are anticipated in this phase.



- B. Finalize PARCS equipment layout and performance specification.
- C. Provide final parking plans and details for construction documents.
- D. Finalize technical specifications.

Deliverables

- E. 3D BIM model to the team at weekly intervals
- F. Construction drawings to be provided to Client for review and permitting.
- G. Construction Documents:
 - a. Final construction drawings and specifications in CSI Division Format.
 - b. Submittal includes electronic submission in a format specified by the City

Task 2.4 – Construction Phase Services

- A. Kimley-Horn will provide up to 75 hours of professional services in support of the subtasks noted here in Task 2.4. The services provided are anticipated to include:
 - a. Review shop drawings.
 - b. Respond to reasonable requests for information (RFIs).
 - c. Provide information for architectural supplemental information (ASI) bulletins.
 - d. It is assumed that the construction phase will last up to 12 months. We anticipate up to three (3) site visits during construction.

Deliverables

- B. Shop drawing review and responses to RFI's.
- C. Text and/or drawings for inclusion in ASI's.
- D. Site visit observation reports.

Task 3 - MEP Engineering Services

Task 3.1 – Schematic Design

- A. Meetings:
 - a. Attend one (1) initial virtual kickoff meeting with the Architect and Client to discuss design issues and project goals.
 - b. Participate in periodic virtual meetings with the design team. Up to six (6) meetings are anticipated in this phase.
- B. Review code compliance of design relative to the 2021 Building Codes with City of Scottsdale amendments.
- C. Develop initial Revit 3D BIM model (using REVIT 2024) for MEP coordination.
- D. Mechanical Design
 - a. Develop preliminary HVAC load calculations.
 - b. Develop preliminary HVAC equipment
 - c. Develop preliminary mechanical plans. Schematic plans will illustrate locations mechanical equipment and major ductwork mains.
- E. Electrical Design
 - a. Develop preliminary modifications power distribution.
 - b. Develop preliminary photometric calculations.
 - c. Develop preliminary modifications interior lighting.

- d. Develop preliminary Electrical Vehicle (EV) layout.
- e. Coordinate with access control and technology vendor.
- f. Develop preliminary electrical plans. Schematic plans will illustrate locations of electrical equipment, lighting layout, and single line diagrams.
- F. Plumbing Design
 - a. Develop preliminary domestic water distribution modifications.
 - b. Develop preliminary storm and sanitary piping distribution modifications.
 - c. Develop preliminary plumbing fixture schedule.
 - d. Develop preliminary plumbing plans. Schematic plans will illustrate storm and sanitary piping mains, and area drain locations.
- G. Fire Protection
 - a. Develop preliminary sprinkler zones
 - b. Develop preliminary standpipe locations.
 - c. Develop preliminary Hydraulic design criteria
- H. Provide plan revisions and written responses to Owner comments from the SD submittal.

Deliverables

- I. 3D BIM model (Revit 2024) to the team at weekly intervals
- J. MEP Basis of Design (BOD) narrative in word format
- K. Schematic plans shall include mechanical, electrical, and plumbing plan

Task 3.2 – Design Development

- A. Meetings:
 - a. Participate in periodic virtual meetings with the design team. Up to eight (8) meetings are anticipated in this phase.
- B. Mechanical Design
 - a. Develop HVAC load calculations.
 - b. Develop HVAC equipment.
 - c. Develop mechanical plans illustrating details consisting of:
 - Typical details and mechanical notes
 - Mechanical plan
 - Mechanical details
 - Mechanical Equipment Schedules
- C. Electrical Design
 - a. Develop power distribution.
 - b. Develop photometric calculations.
 - c. Develop interior lighting.
 - d. Develop Electrical Vehicle (EV) layout.
 - e. Coordinate with access control and technology vendor.
 - f. Develop electrical plans illustrating details consisting of:
 - Typical details and electrical notes
 - Electrical Power plan (each level)
 - Electrical Lighting plan (each level)
 - Electrical details
 - Electrical Single Line
 - Electrical Panel Schedules

- Photometrics (Interior)
- D. Plumbing Design
 - a. Develop domestic water distribution.
 - b. Develop storm and sanitary piping distribution modifications.
 - c. Develop plumbing fixture schedule.
 - d. Develop plumbing plans illustrating details consisting of:
 - Typical details and plumbing notes
 - Plumbing Plan (each level)
 - Plumbing details
 - Plumbing equipment schedule
- E. Fire Protection
 - a. Develop sprinkler zones
 - b. Develop standpipe locations.
 - c. Develop Hydraulic design criteria
 - d. Develop fire protection performance specification outline
 - e. Develop fire protection concept plans illustrating details consisting of:
 - Sprinkler Zone Diagram (each level)
 - Fire Protection Details
- F. Receive Client comments on the Design Development package and incorporate those comments into development of the Construction Document package.

Deliverables

- G. 3D BIM model (Revit 2024) to the team at weekly intervals
- H. Design Development drawings and outline technical specifications to be provided to client for review and comment.

Task 3.3 – Construction Documents

- A. Meetings:
 - a. Participate in periodic virtual meetings with the design team. Up to twelve (12) meetings are anticipated in this phase.
- B. Mechanical Design
 - a. Design HVAC load calculations.
 - b. Design HVAC equipment.
 - c. Prepare mechanical plans illustrating details consisting of:
 - Typical details and mechanical notes
 - Mechanical plan
 - Mechanical details
 - Mechanical Equipment Schedules
 - Mechanical Energy Compliance
- C. Electrical Design
 - a. Design power distribution.
 - b. Design photometric calculations.
 - c. Design interior lighting.
 - d. Design Electrical Vehicle (EV) layout.
 - e. Coordinate with access control and technology vendor.
 - f. Prepare electrical plans illustrating details consisting of:
 - Typical details and electrical notes
 - Electrical Power plan (each level)

- Electrical Lighting plan (each level)
- Electrical details
- Electrical Single Line
- Electrical Panel Schedules
- Photometrics (Interior)
- Electrical Energy Compliance
- D. Plumbing Design
 - a. Design domestic water distribution.
 - b. Design storm and sanitary piping distribution modifications.
 - c. Design plumbing fixture schedule.
 - d. Prepare plumbing plans illustrating details consisting of:
 - Typical details and plumbing notes
 - Plumbing Plan (each level)
 - Plumbing details
 - Plumbing equipment schedule
 - Plumbing Energy Compliance
- E. Fire Protection
 - a. Develop sprinkler zones
 - b. Develop standpipe locations.
 - c. Develop Hydraulic design criteria
 - d. Develop fire protection performance specification outline
 - e. Develop fire protection concept plans illustrating details consisting of:
 - Typical details and fire protection notes
 - Sprinkler Zone Diagram (each level)
 - Fire Protection Details
- F. Finalize technical specifications.

Deliverables

- G. 3D BIM model (Revit 2024) to the team at weekly intervals
- H. Construction drawings to be provided to Client for review and permitting.
- I. Construction Documents:
 - a. Final construction drawings and specifications in CSI Division Format.
 - b. Submittal includes electronic submission in a format specified by the City

Task 3.4 – Construction Phase Services

- A. Kimley-Horn will provide up to 100 hours of professional services in support of the subtasks noted here in Task 3.4. The services provided are anticipated to include:
 - a. Review shop drawings.
 - b. Respond to reasonable requests for information (RFIs).
 - c. Provide information for architectural supplemental information (ASI) bulletins.
 - d. Four (4) progress update visit every other month, one (1) kickoff meeting, and up to three (3) project closeout meetings (punch list, follow up, etc.)

Deliverables

- B. Shop drawing review and responses to RFI's.
- C. Text and/or drawings for inclusion in ASI's.
- D. Site visit observation reports.



Task 4 - Civil Engineering Services

Task 4.1 – Schematic Design

Feasibility/Due Diligence

Kimley-Horn will perform a visual inspection of the subject property and surrounding area. We will identify any existing site encumbrances and note physical above ground evidence of each utility that may be in conflict with proposed improvements and/or available to serve the project. Kimley-Horn will generally observe any storm water drainage patterns entering and exiting the subject property to help identify existing retention requirements as well as any off-site impacts. In addition to the site visit, Kimley-Horn will perform preliminary research as a form of due diligence on the following site to understand existing site conditions, proposed development issues, which could impact the viability, cost, and schedule of the proposed project:

- A. Existing site conditions/topography (earthwork concerns).
- B. Existing and/or proposed Storm drainage and retention requirements.
- C. Irrigation District facilities and existing impacts (if present).
- D. Floodplain issues (if present).
- E. Request Franchise Utility Quarter Section Maps (Water, Sewer, Storm)
- F. Gather City As-builts related to improvements within or adjacent to site (if available).

Note – If there is not enough available information gathered through research and as-builts to locate on-site utilities, it will be recommended to include additional utility locating and/or potholing of the site. Kimley-Horn can coordinate with subconsultant for additional service to provide this scope if necessary.

Conceptual Design/Base Mapping

Kimley-Horn will evaluate client/design team provided documents and provide civil input related to conceptual site grading, new/existing utility connections, retention strategies as the full conceptual site plan for the project is refined by the design team. In addition, Kimley-Horn will prepare a civil base map by converting the owner provided boundary and topo survey, add utility information gathered from research, along with AutoCAD base map backgrounds provided by Architect or Architect Consultants. This task includes up to 2 revisions to the overall site base map. Additional effort to update the Client approved Site Plan can be done as an additional fee.

Schematic Design Plans

Based on the Client-provided concept Site plan, Kimley-Horn will prepare schematic design documents for the Client to review. The schematic design documents will include the following:

- A. Schematic Grading and Drainage Plan – Kimley-Horn will prepare schematic grading and drainage plans that will include proposed spot elevations at key high and low points, proposed contours, proposed flow patterns, proposed finish floor elevations, grade breaks, and existing storm drain systems onsite.
- B. Schematic Utility Plan – Kimley-Horn will prepare schematic Utility plans will include preliminary onsite utility routings from existing services to the new footprint of the parking structure. Fire service, domestic water, sewer service, and landscape water service are anticipated to be provided from the existing service connections located onsite and no additional taps or upsizing of existing services are anticipated.
- C. On-site Sewer and Water demands for capacity analysis by the City of Scottsdale. Kimley-Horn will request a fire flow test from a 3rd party subconsultant that will be billed to the client as a reimbursable expense.

SD Meetings/Coordination

This task consists of coordination and meetings with the Client, Architect, Landscape Architect, the City, and other consultants and subconsultants of the Client or Architect in preparation of Schematic Design. Kimley-Horn will provide reasonable telephone and e-mail coordination with the above-mentioned entities in preparation of the schematic design documents. Up to one (1) kickoff meeting and up to four (4) virtual design team meetings for up to two (2) participants are anticipated during the SD phase.

Task 4.2 – Design Development

Kimley-Horn will prepare the following documents in preparation of the City of Scottsdale Pre-Application Meeting and DRB process based on the client approved site plan:

- A. Preliminary Grading and Drainage Plan – This plan will be submitted to the City of Scottsdale for review and will include general construction notes for grading and drainage improvements, preliminary grades and slopes for the project site, and cross sections as applicable. The Preliminary Grading and Drainage Plan will include the items listed on the City of Scottsdale 2018 DSPM. Finished floor elevations for the project will be determined and up to four cross-sections showing relationship of the project to the adjacent properties at boundary conditions will be prepared. Drainage calculations will be shown on the plan sheet, and it is anticipated that a separate drainage report will be required.
- B. Preliminary Drainage Analysis and Report - Kimley-Horn will prepare a Preliminary Drainage Analysis in accordance with City requirements to support the Preliminary Grading Plan. Calculations will address existing and proposed drainage conditions, analyze hydrology for the site, and address stormwater retention requirements. While offsite flow impacts will be reviewed, no additional analysis of offsite is anticipated. If offsite analysis is required, Kimley-Horn can perform this service for an additional fee.
- C. Preliminary Utility Plan – Kimley-Horn will prepare schematic Utility plans will include preliminary onsite utility routings from existing services to the new footprint of the parking structure. Fire service, domestic water, sewer service, and landscape water service are anticipated to be provided from the existing service connections located onsite and no additional taps or upsizing of existing



services are anticipated.

- D. Kimley-Horn will update and provide On-site Sewer and Water demands for capacity analysis by the City of Scottsdale.

It is assumed that the Client's architect will be responsible for providing the site plan, narrative, building elevations, site details, or other architectural elements required for the submittal. Based on comments received from the City at the Pre-application Meeting, Kimley-Horn will make one round of minor revisions to the Site Plan/DRB Package. If a major revisions or multiple revisions are required, Kimley-Horn can perform these services for an additional fee.

Design Development Phase Meetings/Coordination

This task consists of coordination and meetings with the Client, Architect, Landscape Architect, the City, and other consultants and subconsultants of the Client or Architect in preparation of Schematic Design. Kimley-Horn will provide reasonable telephone and e-mail coordination with the above-mentioned entities in preparation of the schematic design documents. Up to six (6) virtual design team meetings with up to two (2) participants are anticipated during the DD phase and up to two (2) virtual meetings with the City of Scottsdale Development Services team.

Task 4.3 – Construction Documents

Kimley-Horn will prepare the following Construction Documents to for submittal to the City of Scottsdale. This task includes the initial preparation of the documents identified below and two (2) rounds of reasonable revisions to the submittal documents based upon review comments.

- A. Cover Sheet / General Notes – This plan will consist of basic Project information, general or site-specific engineering notes and a sheet index.
- B. Demolition Plan – This plan will consist of site demolition notes for reference. Specific demolition plans or detail to architectural, landscape, structural, or dry utilities to be provided by others.
- C. Paving and Horizontal Control Plan – This plan will show site dimensions to be used for construction and identify site features within the proposed property boundary. Proposed pavement sections will be identified as recommended by the Geotechnical Engineer.
- D. Grading and Drainage Plan – This plan will be based on the Preliminary Grading Plan and will indicate proposed grading of the Site consisting of contours, spot elevations, and drainage improvements. This plan will also identify and provide detail design for the proposed stormwater retention facility. Associated design and analysis will be provided with the Final Drainage Report.
- E. Utility Plan – This plan will include onsite utility routings from existing services to the new footprint of the parking structure. Fire service, domestic water, sewer service, and landscape water service are anticipated to be provided from the existing service connections located onsite and no additional taps or upsizing of

existing services are anticipated. It is not anticipated that service line profiles will be required.

- F. Site Construction Details – Kimley-Horn will prepare detail sheets showing site, grading and utility details to assist with site construction. Where available, Community or Client provided details will be utilized and/or incorporated by reference only.
- G. Storm Water Pollution Prevention Plans – Kimley-Horn will prepare a Storm Water Pollution Prevention Plan for the Site. This document will indicate construction Best Management Practices, construction sequencing and anticipated inspection schedules recommended for site construction. Kimley-Horn will provide limited assistance to the Owner or Contractor in completing a Notice of Intent (NOI) for Storm Water Discharges Associated with Construction Activity required to be submitted to EPA Region 9. Kimley-Horn will not be responsible for any observations of site construction practices, implementation of the General Permit, Notice of Transfer, Notice of Termination, or any other aspect of Stormwater Pollution Prevention requirements, outside of the initial submittal.

Final Drainage Report

Kimley-Horn will prepare the Final Drainage Report supporting the Grading and Drainage Plans which will be submitted to the City of Scottsdale for review and approval. The Final Drainage Report will

build upon and further detail the concepts outlined in the Preliminary Drainage calculations. The

report will outline the on-site drainage and storage concepts.

Final Water and Sewer Design Reports

Kimley-Horn will create a computer model of the project site's proposed water system including system layout, pipe line sizes, and pipe lengths to meet building requirements and comply with the applicable codes and agency requirements. Kimley-Horn will provide reasonable coordination with the Client and water provider, and City fire department. Existing system pressure and water supply information will be provided by the City or subconsultant in the form of a flow test. Kimley-Horn will rely upon this information in preparing the computer model. Kimley-Horn will prepare a Water Design Report, based on the aforementioned computer model, for review by the City. The design report will include summary of the project, assumptions, design methodology, and results.

Kimley-Horn will create a sewer report depicting the projected flows generated on-site which meets the City's wastewater report requirements. Estimates will include quantities from each building with peaking factors added to generate a total GPD flow for the project. Proposed site sewers will be analyzed to ensure sufficient capacity to accept the proposed development. Kimley-Horn will prepare a Sewer Report including assumptions, design methodology, results and figures in justification of the construction plans.



Meetings and Coordination

This task consists of meetings and coordination with the Client, Architect, the City of Scottsdale, and other Consultants and Subconsultants of the Client or Architect in preparation of this Scope of Services. Kimley-Horn will provide reasonable telephone and e-mail coordination with the above-mentioned entities in preparation of the Scope of Services. Up to eight (8) virtual design team meetings with up to two (2) participants are anticipated during the CD phase and up to two (2) virtual meetings with the City of Scottsdale Development Services team.

Task 4.4 – Construction Phase Services

Kimley-Horn will provide up to a total of 40 hours of Construction Phase Services which may consist of the following items as identified by the client:

- A. Site visits
- B. Review of Shop drawings/submittals
- C. Address Civil RFI's
- D. Special Inspections related to Sanitary Sewer approval (prior to backfill)
- E. Attendance at scope review meetings during construction
- F. Construction bid assistance
- G. Kimley-Horn will review civil as-builts prepared and stamped by the contractor's surveyor and will co-stamp them for owner submittal to the City with the closeout package.
- H. Additional effort in excess of the budgeted time can be provided at the client's request at our then current hourly rates.

Task 5 – Landscape Architecture Services

Task 5.1 – Schematic Design

Based on the Client-provided concept site plan or civil base map, Kimley-Horn will prepare schematic design documents for the Client to review and potentially submit to the City as part of a fact-finding package. The schematic design documents will include the following:

- A. Schematic Landscape Plan – Kimley-Horn will prepare a conceptual landscape plan for submittal. In general, this conceptual landscape plan will be a "code minimum" plan designed to meet applicable City of Scottsdale code. At a conceptual level this plan will show, if applicable, landscape materials, planting, and all landscape setbacks. Kimley-Horn will revise the preliminary landscape plan once per comments received from the City and Client.

This task also consists of coordination and meetings with the Client, Architect, Civil Engineer, the City, and other consultants and subconsultants of the Client or Architect in preparation of Schematic Design. Kimley-Horn will provide reasonable telephone and e-mail coordination with the above-mentioned entities in preparation of the schematic design documents. This task assumes design team calls based on provided schedule and break out design calls. This task also assumes Fact Finding meeting with City of Scottsdale. Up to



one (1) kickoff meeting and up to three (3) virtual design team meetings for up to one (1) participant are anticipated during the SD phase.

Task 5.2 – Design Development

Kimley-Horn will prepare the following documents in preparation of the City of Scottsdale Pre-Application Meeting and DRB process based on the client selected site plan:

Based on the schematic design landscape plan approved by the City/Client, this task includes the preparation of landscape architecture design development drawings in preparation for the City pre-application process and DRB process. The landscape architecture drawings included are as follows:

- A. Landscape Plan – Kimley-Horn will develop a design development level landscape plan for the project area including perimeter plantings around the parking structure and property line, as well as plantings for any impacted interior parking and any open space areas within the project limits of disturbance. The landscape plans will include a detailed layout of proposed plantings and inert materials, including boulders and decomposed granite, with a plant list identifying species, quantities, sizes, details, and notes.
- B. Irrigation Plan – Kimley-Horn will develop irrigation plans to include areas outlined in the Landscape Plan section above. Kimley-Horn will design the automatic underground irrigation systems showing location, size, and type of irrigation heads, sleeves, pipes, valves, and controllers with accompanying details and notes. It is assumed the irrigation system will tie in to an existing point of connection or existing irrigation system.
- C. Plan Rendering and Section – Kimley-Horn will provide one rendered landscape plan and one rendered landscape section for use in the DRB application process.
- D. Specifications – Kimley-Horn will provide preliminary specifications for required sections pertaining to the scope of work. It is assumed specification sections will follow CSI formatting.

It is assumed that the Client's architect will be responsible for providing the site plan, building elevations, site details, narratives or other architectural elements required for the submittal. It is assumed Client's architect will be responsible for the DRB process, submittal, and any public engagement. Based on comments received from the City/Client, Kimley-Horn will make one round of minor revisions to the Design Development deliverables. If a major revisions or multiple revisions are required, Kimley-Horn can perform these services for an additional fee.

- A. Design Development Meetings and Coordination - This task consists of coordination and meetings with the Client, Architect, Civil Engineer, the City, and other consultants and subconsultants of the Client or Architect in preparation of Design Development. Kimley-Horn will provide reasonable telephone and e-mail coordination with the above-mentioned entities in preparation of the schematic design documents. Up to three (3) virtual design

team meetings with up to one (1) participant are anticipated during the DD phase and up to one (1) virtual meeting with the City of Scottsdale.

Task 5.3 – Construction Documents

- A. Cover Sheet and General Notes Sheet - Cover sheet and general notes sheet will be prepared with required City of Scottsdale information and design notes. Key map will be added for overall site.
- B. Landscape Plans - Kimley-Horn will develop a final landscape plan for the project area including streetscape plantings, perimeter plantings around the building and property line, as well as plantings for interior parking and any open space areas within the project area. The landscape plans will include a detailed layout of proposed plantings and inert materials, including boulders and decomposed granite, with a plant list identifying species, quantities, and sizes.
- C. Landscape Details - Kimley-Horn will prepare landscape details plans for landscape architectural project elements.
- D. Landscape Notes - Kimley-Horn will prepare landscape notes for landscape architectural project elements.
- E. Irrigation Plans - Kimley-Horn will develop irrigation plans and details to include areas outlined in the Landscape section above. Kimley-Horn will design the automatic underground irrigation systems showing location, size, and type of irrigation heads, sleeves, pipes, valves, and controllers.
- F. Irrigation Details - Kimley-Horn will prepare irrigation details plans for landscape architectural project elements.
- G. Irrigation Notes - Kimley-Horn will prepare irrigation notes for landscape architectural project elements.
- H. Specifications – Kimley-Horn will provide final specifications for required sections pertaining to the scope of work. It is assumed specification sections will follow CSI formatting.
- I. Meetings, Coordination, and Permitting - This task consists of coordination and meetings with the Client, Architect, Civil Engineer, the City, and other consultants and subconsultants of the Client or Architect in preparation of Design Development. Kimley-Horn will provide reasonable telephone and e-mail coordination with the above-mentioned entities in preparation of the schematic design documents. Up to three (3) virtual design team meetings with up to one (1) participant are anticipated during the CD phase and up to one (1) virtual meeting with the City of Scottsdale.

Task 5.4 – Construction Phase Services

- A. Kimley-Horn will provide up to a total of 20 hours of Construction Phase Services which may consist of the following items as identified by the client:
 - a. Site visits
 - b. Review of shop drawings/submittals
 - c. Address landscape architecture related RFIs
 - d. Attendance at scope review meetings during construction
 - e. Construction bid assistance
 - f. Substantial completion and final acceptance punch walks
 - g. Additional effort in excess of the budgeted time can be provided at the client's



request at our then current hourly rates.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Surveying services
- Geotechnical services
- Security design services. Rough-in to be provided with MEP scope of services as coordinated with other consultant to be determined by client.
- Access control design services. Rough-in to be provided with MEP scope of services as coordinated with other consultant to be determined by client.
- Detailed Fire Protection design. Performance specification included.
- Fire Alarm design services
- Photovoltaic design services
- LEED and ParkSmart Certification are excluded
- Energy modeling
- Life cycle cost analysis
- Native plant inventory
- Detailed hardscape design or plans
- Vertical plantings, green screens, or plantings on-structure
- Graphics or rendering exhibits beyond those specified
- Signage plans or design
- Opinions of Probable Construction Costs (OPCC)

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Attendance at meetings beyond those listed in our Scope of Work
- Early bid / construction packages
- Special inspection services
- Engineers Opinion of Probable Construction Cost
- Traffic Impact Study
- Provide detailed input to the Design Builder for Traffic Control Plans and Staging during construction
- Revisions to drawings due to changes requested by the Owner or changes in the design loads by others after submission of final Construction Documents or as noted above
- Any delays to the project schedule beyond 30 days from durations identified below shall be considered a significant delay to the scope of the project and constitute an increase to the scope and the fee.

**Information Provided By Client**

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Prompt review of submittal documents to facilitate the continuous flow of the project through design and construction.
- Geotechnical Report for the site to be used for site civil design purposes and for the site to assist with foundation designs.
- The site plan (both existing and proposed) will be provided to Kimley-Horn in PDF and CAD.
- A copy of any conditions of approval received from the City from any previous zoning cases or other entitlement actions that may impact the site. In this letter agreement, we will include addressing the typical civil engineering development conditions. Any non-standard conditions not addressed herein may be provided at an additional cost.
- Recent and complete ALTA/Topo Survey and current title commitment with legible copies of the Schedule B exceptions.

Schedule

We will provide our services as expeditiously as practicable, with the intent of meeting the following schedule durations:

Schematic Design:	3 months
Design Development and Construction Documents:	5 months
Construction: Phase Services:	7 months



Fee and Expenses

Kimley-Horn will perform the services in the following Tasks for the total lump sum labor fee below. Individual task amounts are informational only. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A reimbursable expense budget of \$4,000 is recommended. All permitting, application, and similar project fees will be paid directly by the Client.

Project Management		Type
Task 1.1 – Project Management	\$ 25,500	LS
Parking Consulting Services		Type
Task 2.1 – Schematic Design	\$ 35,000	LS
Task 2.2 – Design Development	\$ 21,000	LS
Task 2.3 – Construction Documents	\$ 26,500	LS
Task 2.4 – Construction Phase Services	\$ 17,500	LS
MEP Engineering Services		Type
Task 3.1 – Schematic Design	\$ 24,900	LS
Task 3.2 – Design Development	\$ 37,500	LS
Task 3.3 – Construction Documents	\$ 43,700	LS
Task 3.4 – Construction Phase Services	\$ 18,700	LS
Civil Engineering Services		Type
Task 4.1 – Schematic Design	\$ 14,500	LS
Task 4.2 – Design Development	\$ 16,500	LS
Task 4.3 – Construction Documents	\$ 30,000	LS
Task 4.4 – Construction Phase Services	\$ 8,000	LS
Landscape Architecture Services		Type
Task 5.1 – Schematic Design	\$ 8,800	LS
Task 5.2 – Design Development	\$ 10,900	LS
Task 5.3 – Construction Documents	\$ 11,200	LS
Task 5.4 – Construction Phase Services	\$ 4,900	LS

Fees stated herein assume authorization of all tasks and continuous progression of the Project. If significant stoppages occur or individual task authorization is desired, additional fees may be required to complete the noted scope of services.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.



Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to **CHASSE Building Team**.

If you want us to proceed with the services, please have an authorized person sign this Agreement below and return to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

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

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Ben J. Henderson".

Benjamin J. Henderson
Vice President

CHASSE BUILDING TEAM

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Request for Information

Attachment – Standard Provisions



Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
 Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
 Account Number: 2073089159554
 ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.

Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims,

losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance

of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



PROPOSAL AGREEMENT FOR PROFESSIONAL STRUCTURAL ENGINEERING SERVICES

Made as of this 28th day of October in the year 2024.

BETWEEN THE ENGINEER:

PK ASSOCIATES LLC
7434 E. McDonald Drive
Scottsdale, Arizona 85250

AND THE CLIENT:

CHASSE BUILDING TEAM
230 S Siesta Lane
Tempe, AZ 85288
Attn: Dan Menghini
P: 480.425.7777
DMenghini@chasse.us

FOR THE FOLLOWING PROJECT:

1ST STREET & BROWN PARKING STRUCTURE
Scottsdale, AZ
PK Associates LLC Proposal No. P24-542

SCOPE OF WORK

Thank you for providing PK Associates the opportunity to propose on this project. We will provide structural engineering, Construction Documents and Construction Administration for the design of this parking structure with the following scope:

1st Street and Brown Parking Corral – Add two additional parking decks to this existing garage. The structure for the original garage was designed to accommodate the additional decks. This will add approximately 216 spaces.

- Validate and update current programming and conceptual plans for parking.
- Validate the structural capacity of the current parking garage.
- Development of complete schematic, design-development and construction documents
- Provide detailed cost estimating and value engineering options.
- Estimated shell construction costs \$ 11,000,000.00

Included in our fees will be:

- Video Conference Meetings as required during design
- Engineer site visits as required during design and/or construction – see per visit fee below

Exclusions:

- As-Builts (record drawings)
- Book Specifications
- Phased or divided submittal packages (i.e. Foundation Package, etc.)
- Self-certification

Construction Administration Services to include the review of shop drawings, response to Contractor RFI's and interpretation of drawings.

BASIS OF COMPENSATION FOR BASIC SERVICES

As described, our fee will be a lump sum as follows:

Schematic Design (15% CD)	\$ 16,000.00
Design Development (40% CD)	\$ 28,000.00
Construction Documents (100% CD)	\$ 44,000.00
Construction Administration	\$ 15,000.00
Engineer Site Visits (as required)	\$ 400.00/visit
Special Inspections	Available Upon Request

ADDITIONAL SERVICES OF THE CONSULTANT are not included in Basic Services, our fee will be based on time expended and charges at our Standard Hourly Rates.

Special Structural Inspections (SSI) can be performed by our office and is preferred by the City Reviewer to ensure conformance with Construction Documents and to keep continuity between field and design.

HOURLY RATES

Principal	\$170/hr	Structural Inspector (Peak	\$ 80/hr
Associate/Senior Structural Engineer	\$120/hr	Structural Inspector (Off Peak)	\$120/hr
Project Manager/Structural Engineer	\$110/hr	Drafting	\$ 80/hr.
Structural Designer	\$ 90/hr	Construction Administration	\$ 80/hr
		Clerical	\$ 50/hr

Reimbursable Expenses – Cost X 1.0

REIMBURSABLE EXPENSES will be charged at Cost x 1.0 for the expenses incurred by the Engineer and Engineer's employees on behalf of this project.

PAYMENT PROVISIONS All invoices are due upon presentation. Unless specifically noted, all monies received will be applied to the oldest invoice on account. Interest will begin after thirty (30) days and accrue at a rate of 1 ½% per month compounded monthly. The Client is responsible for full amount whether collected or not. If the Client fails to make payments to our firm, such failure shall be considered substantial nonperformance and cause for suspension, or at our firm's option, termination of services under this Agreement. In the event of suspension or termination, our firm shall have no liability to the Client for delay or damage caused by the Client because of such suspension of services. Before resuming services, payment shall be received in full for all sums due prior to the suspension and any expenses incurred in the interruption and resumption of our services. Our fees for the remaining services and the time schedules shall be equitably adjusted. If PKA Standard Hourly Rates have changed in the time from formation and execution of this proposal to project start-up, the current PKA rates will be applicable to all service fees and expenses. Payment for 100% construction documents must be made prior to issuing final document for sealed city review. A Client requested modifications to our invoices, will be charged on an hourly basis.

If client requires a Purchase Order number on our invoice, it must be provided here. If a Purchase Order is not provided, we are not responsible for its presentation on our invoices.

☐ Client requests use of this P.O. Number on all invoices regarding this job.
P. O. # _____

SPECIAL STRUCTURAL INSPECTIONS ARE NOT INCLUDED IN THIS PROPOSAL

Engineer site visits and Special Inspections are not part of our base Construction Administration fees and will be billed separately on an hourly basis as noted above. Non-conformance issues will be invoiced hourly in addition to the Construction Phase Services fee.

OTHER CONDITIONS OR SERVICES PKA will strive to meet all schedules with as complete a set of drawings as possible. However, we can only be as complete as the information provided to us on a timely basis. Therefore, the project should carry a minimum 3% structural contingency for potential coordination and value-added items. PKA will not be obligated to meet deadlines if Architectural drawings are substantially incomplete. The Architect assumes full responsibility for all dimensions and shall provide all dimensions required on their documents to develop shop drawing and construct structure. Architect is responsible for writing specifications for all structural items. PKA can provide a final edit as required.

It is recommended that the site and building construction document packages not be issued for bids or final bids taken until municipal plan check comments, Owner's comments and Architect's quality assurance review comments have been incorporated into the construction documents. If documents are bid prior to this phase, owner assumes

financial responsibility for all change orders in construction costs. After final sealed documents are issued, changes to these documents will be considered as a change in services.

Shop drawing review is intended to assist the Contractor with interpretation of the construction documents. PKA will not be held responsible for delays to the construction schedule due to shop drawing review. If shop drawing submittals are to be transmitted via email, printed by our firm, reviewed and returned (scanned) via email, anticipate additional service charges for time and material costs associated with printing, scanning and paper usage. Shop drawing review time is 10 business days minimum and RFI review is 5 business days minimum. In the event the RFI/shop drawing review is required in less than this time, please anticipate a change order for expedited review.

Except for a change due to the fault of PKA, all changes in services shall entitle PKA to an adjustment in compensation and reimbursable expenses. If a change is requested and written authorization is not received by PKA for the requested changes(s), but our revised documents are accepted, the Client will be obligated for payment of the additional service. If the client deems that all or a part of such Change in Services is not required, the client shall give prompt written notice to PKA prior to starting changes.

Other work not mentioned specifically within the verbiage of the Scope of Work is not included. As-builts are not included. Our contract does not include an accelerated design schedule. If these services are requested, they will be covered by an Additional Service Contract.

Liability of PKA, 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 PKA, its agents and/or employees is limited to the terms of PKA's liability insurance. This liability clause supersedes all other contracts, including, but not limited to, standard AIA contracts. PKA's liability insurance policies pertain only to structural engineering services. Therefore, any and all services performed by any other third party is not covered by our insurance policies and therefore PKA shall be indemnified against any and all claims or loss pertaining to the services provided by any other third party.

The client shall furnish PK ASSOCIATES, LLC with one complete set of contract documents.

ACCEPTED FOR:
PK ASSOCIATES, LLC

ACCEPTED FOR:
CHASSE BUILDING TEAM



Christa Chau, P.E., S.E.

Principal/Director of Special Projects

Name _____

Title _____

Date _____

**** Note: Work will not be released until this Proposal is signed and received by us.**



October 24, 2024

Mr. Dan Menghini
CHASSE Building Team
230 S. Siesta Lane
Tempe, AZ 85288

Project: 2nd Street and Brown Ave. Parking Garage Expansion

Subject: Design Services Proposal

Gentlemen:

Coreslab Structures (ARIZ) Inc. proposes to provide the following design services for the above referenced project.

Notice to proceed..... December 13, 2024

Design Services for City Submittal..... \$165,000.00

PROJECT SCHEDULE

Shop Drawings & Calcs for City Submittal 12-27-2024 to 5-28-2025

DESIGN SERVICES PROVIDED BY CORESLAB

- Attendance at coordination meeting in person or by conference call
- Precast shop drawings and details for City submittal
- Precast design calculations for City submittal
- Precast A & E coordination package for associated trades

DESIGN SERVICES TO BE PROVIDED BY ENGINEER OF RECORD

- Lateral design
- Cast-in-place topping design, floor plans, and details
- Roof top canopy design, drawings, and details (if required)
- CMU wall design, drawings, and details (if required)
- Steel stair design, drawings, and details
- Steel roof design at elevator towers, drawings, and details

MAILING: P.O. BOX 18150 • PHOENIX, ARIZONA 85005
5026 SOUTH 43RD AVENUE • PHOENIX, ARIZONA 85041 • (602) 237-3875 • (602) 237-3459

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PAYMENT TERMS

Monthly progress payments required for drafting and design work performed during the preceding month. No retention is to be withheld for drafting and design services.

We thank you for the opportunity of submitting this proposal.

Sincerely,

Accepted:

Coreslab Structures (ARIZ) Inc.

CHASSE Building Team



Ryan Mohn
Project Consultant

Signature: _____

Name & Title: _____

Date: _____

**EXHIBIT B
HOURLY RATE SCHEDULE**

The schedule of hourly labor rates for employees of the DBM and its Subconsultants are based on the approved proposal submitted to the City by DBM on November 12, 2024, which is on file with the City's Capital Projects Division.

Note: Any changes in Project Staffing will require City of Scottsdale approval.

EXHIBIT C
SUBMITTAL REQUIREMENTS FOR THE GMP

GMP submittal, one copy for review.

Two (2) copies will be requested by the Capital Project Management prior to contract execution.

GMP Cost Model Exhibit Contents:

1. Scope of Work
 2. Summary of the GMP
 3. Schedule of Values – Direct and Indirect cost summary: Unit prices and quantity take-offs using the City's standard pay items; Details of all allowances and unit price work shown and specified in the detailed design documents; All fixed equipment, site improvements, and utility and equipment installations; Field Office overhead; Home Officer overhead; Bonds, taxes, insurance; The DBM Contractor's fee (percentages for self-performed work and subcontractor work when different).
 4. List of Plans and Specifications used for GMP Proposal
 5. List of clarification and assumptions
 6. Subcontractor Bids on Subcontractor Letterhead
 7. Project Schedule showing critical path construction items
- A. Scope of Work will consist of a brief description of the work to be performed by DBM and major points that the DBM and the City must be aware of pertaining to the scope. (normally one paragraph is sufficient.)
- B. A summary of the GMP with a total for each of the components of the GMP as listed in its definition in Article 1 as shown in the table below:
- C. Schedule of Values - spread sheet with the estimated bid or cost organized by subcontract categories, allowances, bid contingency, general conditions costs, taxes, bonds, insurances, and the DBM's construction phase fee. The supporting document for the spreadsheet must be provided in an organized manner that correlates with the schedule of values. The backup information shall consist of the request for bids, bids received, and clarification assumptions used for the particular bid item listed on the schedule of values, if applicable: material costs, equipment costs, labor costs, hourly labor rates, and total cost. Labor costs shall include the employee classification, benefits, payroll taxes and other payroll burdens. The total cost for any portion of the work to be performed by subcontractors shall include subcontractor overhead and profit. Production rates, transportation and other facilities and services necessary for the proper execution of the work, whether temporary or permanent, and whether or not incorporated or to be incorporated into the work. Copies of quotations from subcontractors and suppliers. Memoranda, narratives, consultant's reports and all other information used by the DBM Contractor to arrive at the GMP. The GMP must include all assumptions, descriptions and a breakdown of all allowances.

EXHIBIT C

GMP SUMMARY			AMOUNT
	COST OF THE WORK - DIRECT COSTS	AMOUNT	
A	Sub-Contractors' Cost of the Work (Labor, Materials, Equipment, Warranty, Insurance, Profit)	\$	
B	DBM Self-Performed Cost of the Work (Labor, Materials, Equipment, Warranty)	\$	
C	Total Cost of the Work (A+B)		\$
	INDIRECT COSTS	AMOUNT	
D	General Conditions (Negotiated Amount)	\$	
E	Total Cost of the Work + General Conditions Fee (C+D)		\$
F	DBM Construction Fee (% of E or Negotiated Fixed Fee)	\$	
G	Payment and Performance Bonds (On E. Total Cost of the Work + General Conditions Fee)	\$	
H	Insurance (Additional DBM's Insurance not provided in the Total Cost of the Work)	\$	
I	Subtotal Direct + Indirect Costs (E+F+G+H)		\$
J	Taxes (Actual Reimbursable limited by Not to Exceed)	\$	
K	Project Subtotal (I+J)		\$
L	CITY'S PROJECT CONTINGENCY (As determined by the City)		\$
M	TOTAL GMP (Not to Exceed) (K+L)		\$

- D. A list of the Plans and Specifications with latest issuance date including all addenda used in preparation of the GMP proposal. The plans used for the GMP must be date stamped and signed by DBM, Design Consultant, and Project Manager using the format below.

Plans Used for Preparation of GMP No.	
<u>DBM</u>	Date
Design Consultant	Date
Project Manager	Date

PROJECT NAME: BOND PROJECT 63 – BUILD PARKING STRUCTURE IN OLD TOWN SCOTTSDALE

PAGE 2 OF 3

EXHIBIT C

- E. A list of the clarifications and assumptions made by the DBM in the preparation of the GMP proposal, to supplement the information contained in the documents.
- F. All Subcontractor Bids for the Project on the Subcontractor's Letterhead.
- G. A Critical Path Method diagram construction schedule.

NOTE: The submittal package must be kept as simple as possible all on 8½ x 11 sheets. Color or shading must be kept to a minimum. If used, make sure the color or shading will not affect the reproduction of the submittal in black and white.

Final GMP submittal will consist of the following:

- 1. Two (2) Copies of the GMP (perforated as requested by Bids & Specifications) Velo or 3-hole punched.
- 2. One copy of the plans and technical specifications used to arrive at the GMP (signed by Design Consultant, DBM and Project Manager).

From: [Susan Wood](#)
To: [City Council](#)
Subject: I don't support the award of a \$1.6 million contract to design a proposed eye sore that would destroy the Old Town Farmers Market.
Date: Tuesday, February 11, 2025 2:15:10 PM

External Email: Please use caution if opening links or attachments!

To City Council members:

At tonight's City Council meeting, Mayor Borowsky will ask the members of the City Council to explore an alternative location for the parking garage, that is currently proposed and would replace the Old Town Farmer's Market. Isn't it worth waiting a few weeks to come up with the best solution that will save the Farmer's Market and benefit the merchants and tourists in downtown? Not to mention, the current bid of 1.6 Million dollars is excessive! I expect the new Council to be fiscally conservative with my tax dollars.

Susan Wood

From: [Susan](#)
To: [City Council](#)
Subject: Save Farmer"s Market
Date: Tuesday, February 11, 2025 2:28:26 PM

External Email: Please use caution if opening links or attachments!

Members of the Council

I would like you to look for an alternative location for the parking garage on the docket and save Old Town Farmer's Market.

Susan Leeper

Sent with [Proton Mail](#) secure email.

From: [Linda Rizzo](#)
To: [City Council](#)
Subject: Parking Garage Alternative
Date: Tuesday, February 11, 2025 2:49:01 PM

External Email: Please use caution if opening links or attachments!

Ladies and Gentlemen,

Please consider looking for an alternative plan to the current one for a parking garage in Old Town. Scottsdale residents rely on the Farmer's Market for fresh items for their families. In addition, that Market brings tourists and business traffic to the Old Town merchants.

Please consider searching for an alternate plan and location for the garage.

best,
Linda Rizzo
Scottsdale

From: [COGS Info](#)
To: [City Council](#)
Subject: Tuesday 11 February CONSENT AGENDA--OT PARKING GARAGE MUST PASS ON CONSENT
Date: Tuesday, February 11, 2025 2:58:11 PM

External Email: Please use caution if opening links or attachments!

To: Scottsdale City Council

11 February 2025

RE: Consent agenda 11 February 2025 item for the Design on the Historic Old Town parking garage

Our support continues as UNconditional:

The 27 June 2024 FULL support by COGS-Coalition of Greater Scottsdale—for the Historic Old Town Merchants Association and the small businesses in the area along Main Street, Brown Ave and throughout SE Downtown—Old Town Parking Garage expansion- remains in place.

Does this 2025 City Council need to be reminded that it WAS THE SUPPORT OF THESE SAME MERCHANTS that resulted in the Voter passage of the entire 2019 Bond? Their efforts and subsequent negotiations to get approval for both parking garage locations should NEVER be downgraded by a subsequent city council majority.

You are urged to perform this evening as responsible and respectful representatives.

Respectfully submitted,

The COGS Board of Directors,

Marilynn Atkinson, Jim Davis, Sonnie Kirtley, Stan Morganstern,
Howard Myers, Copper Phillips, Christopher Schaffner and Andrew Schenk