



TOWN OF PARADISE VALLEY
ARCHITECTURAL/ENGINEERING DESIGN SERVICES CONTRACT
FOR
CMAR PROJECT FOR REMODEL OF TOWN COMPLEX

RFQ 18-002-ENG
PROJECT NO. 2017-01/02 and 2018-01/02

This Architectural/Engineering Design Services Contract ("Contract") is made and entered into this 26th day of January, 2017, by and between the Town of Paradise Valley, an Arizona municipal corporation, hereinafter referred to as "**Town**," and DWL Architects + Planners, Inc, a(n) Arizona Corporation, hereinafter referred to as "**A/E**", whose principal place of business is located at: 2333 North Central Avenue; Phoenix, AZ 85004, (each a "Party;" collectively "Parties").

RECITALS

- A. The Town desires to contract for architectural/engineering services with A/E for the purpose of providing professional architectural or engineering design services for the Town Complex Remodel, as more fully described in Exhibit A and the Request for Qualifications 18-002-ENG ("Project"); and
- B. The A/E is qualified to render the architectural/engineering design services desired by the Town.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, the Town and A/E agree as follows:

1.0 Description, Acceptance, Documentation

1.1 Scope of Services

The A/E will cooperate with the Town's Project Manager; and

The A/E is assigned the tasks specified in the Project Scope of Work, attached as Exhibit A, which is incorporated by reference and made a part of this Contract; and

The A/E agrees that the specifications and design documents prepared by A/E will fulfill the purposes of the Project, shall meet all local standards, including building codes and ordinances, and shall comply with applicable laws and regulations; and

During design, A/E shall maintain cost controls to deliver the Project within the design and construction budget. A/E shall complete the design and construction documents such that the

design and construction costs of the Project will not exceed the design and construction budget and shall not proceed from one phase to another unless the budget for the phase is in compliance with the design and construction budget. If at any time during the design of the Project it appears the cost of design and construction may exceed the design and construction budget, A/E shall immediately notify the Town in writing. If the construction budget is exceeded, A/E shall value engineer the Project at no additional cost to the Town. As used herein, "cost of construction" means the total cost or estimated cost to the Town of all elements of the Project designed or specified by A/E, but does not include the compensation of the project/construction manager.; and

A/E acknowledges that the Project will be constructed under a Construction Manager at Risk (CMAR) method of project delivery. The Town will enter into a contract with a CMAR to provide pre-construction and construction phase services. A/E shall cooperate with the Town, including assistance in selection of the CMAR and consideration of the CMAR's recommendations regarding design and equipment, provided however that A/E shall maintain sole responsibility for the design of the Project; and

The A/E must obtain all necessary information to complete the tasks specified in Exhibit A, Project Scope of Work; and.

The A/E shall provide all architectural and engineering services, including but not limited to specifications and design documents, under this Contract in accordance with professional architectural and engineering standards. Any review or approval by the Town or others does not diminish these requirements.

1.2 Acceptance and Documentation

- A. Each task will be reviewed and approved by the Project Manager to determine acceptable completion.
- B. The Town will cooperate to provide available necessary information to the A/E for timely completion of the tasks specified in Section 1.1 above.
- C. All documents, including but not limited to, tracings, plans, specifications, maps, sketches, charts, computations, data compilations, studies, and reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Project Manager before final payment is made to the A/E. The Town may use such documents for other purposes without further compensation to the A/E; however, any reuse without written verification or adaptation by A/E for the specific purpose intended will be at Town's sole risk and without liability or legal exposure to A/E. Any verification or adaptation of the documents by A/E for other purposes than contemplated by this Contract will entitle A/E to further compensation as agreed upon between the Parties.

2.0 Fees and Payments

2.1 Fee Schedule

The amount paid to the A/E will not exceed \$420,000.00. The A/E will be compensated in accordance with the compensation schedule, including hourly rates, shown in Exhibit A.

2.2 Payment Approval

The time spent for each task must be recorded and submitted to the Project Manager. The A/E must maintain all necessary documents and accounting records pertaining to time billed and to costs incurred and make these materials available at all reasonable times during the Contract period and for three years after final payment under this Contract.

Monthly payments will be made to the A/E on the basis of a progress report submitted by the A/E for work completed through the last day of the preceding calendar month. Each task is subject to review and approval by the Project Manager to determine acceptable completion.

The Project Manager or designee will process a partial payment request. However, not more than 90% of the total Contract price will be paid before Town's final acceptance of all completed work.

The Project Manager reserves the exclusive right to determine the amount of work performed and payment due the A/E on a monthly basis. The Project Manager or designee will notify A/E if the determination of completed work is different from A/E's progress report.

All charges must be approved by the Project Manager before payment.

2.2.1 Payment Terms

The Town of Paradise Valley's payment terms for architectural/engineering work under State of Arizona A.R.S. Title 34 requirements is 14 days after invoice submittal by the A/E and the work is certified and approved by the Town Project Manager.

The Town has 7 days after receipt of the invoice to prepare and issue a written finding setting forth those items in detail which are not approved for payment under the Contract and which are not certified by the Town Project Manager. Until such time as such issues are resolved and certified by the Town the 14 day payment term will not have commenced.

2.3 Changes to Scope of Services

The total scope of the architectural/engineering services to be performed is stated in this Contract. Any services requested outside the Project Scope of Work are additional services. The A/E will not perform these additional services without a written Change Order approved by the Town. It is understood and agreed by the parties that if the A/E performs additional services without a written Change Order, the A/E will not receive any additional compensation.

3.0 General Terms and Conditions

3.1 Project Manager

The Project Manager for the Town will be Jeremy Knapp. The Project Manager will oversee the performance of this Contract, assist the A/E in accessing the organization, audit billings, and approve payments. The A/E must submit all reports and special requests through the Project Manager.

3.2 Term of Contract

This Contract is effective as of the date the last Party executes the Contract. The term of the Contract is for 36 months after the effective date or until completion of the Project Scope of Work, whichever is earlier.

If any tasks remain incomplete after the completion time period, the Project Manager must give written approval to continue the Contract.

3.3 Termination or Cancellation of Contract

The Contract is for the convenience of the Town. As such, the Town may, without cause, terminate this Contract or abandon any portion of the project that has not been performed by the A/E.

Termination for Convenience: The Town has the right to terminate this Contract or any part of it for its sole convenience upon written notice to A/E. If terminated, the A/E must immediately stop all work and will immediately cause any of its suppliers and Subcontractors to stop all work. As payment in full for services performed to the date of the termination, the A/E will receive a fee for the percentage of services actually completed. This fee will be in the amount mutually agreed upon by the A/E and the Town, based on the Scope of Work. If there is no mutual agreement, the Project Manager will determine the percentage of completion of each task detailed in the Scope of Work and the A/E's compensation will be based on this determination. The Town will make this final payment within 60 days after the A/E has delivered the last of the partially completed items. The A/E will not be paid for any work done after receipt of the notice of termination or for any costs incurred by the A/E's suppliers or Subcontractors, which the A/E could reasonably have avoided.

Cancellation for Cause: The Town may also cancel this Contract or any part of it for cause with seven (7) days' notice if the A/E defaults, or if the A/E fails to comply with any of the terms and conditions of this Contract. Unsatisfactory performance as determined by the Project Manager and failure to provide the Town, upon request, with adequate assurances of future performance are all causes allowing the Town to terminate this Contract for cause. Upon cancellation for cause, the Town will not be liable to the A/E for any amount, and the A/E will be liable to the Town for all damages sustained by the default which caused the cancellation.

If the A/E is in violation of any Federal, State, County or Town law, regulation or ordinance, the Town may terminate this Contract immediately after giving notice to the A/E:

If the Town cancels this Contract or any part of the Contract services, the Town will notify the A/E in writing, and upon receiving notice, the A/E must discontinue advancing the work and proceed to close all operations.

Upon cancellation, the A/E must deliver to the Town all documents, including but not limited to 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 Town. Use of incomplete data will be the Town's sole responsibility.

The A/E must appraise the work it has completed and submit its appraisal to the Town for evaluation.

If the A/E fails to fulfill in a timely and proper manner its obligations, or if the A/E violates any of the terms of this Contract, the Town may withhold any payments to the A/E for the purpose of setoff until the exact amount of damages due the Town from the A/E is determined by a court of competent jurisdiction.

If the Town improperly cancels the Contract for cause; the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of this Section 3.3.

3.4 Funds Appropriation

If the Town Council does not appropriate funds to continue this Contract, the Town may terminate this Contract at the end of the current fiscal period. The Town agrees to give written notice of termination to the A/E before the end of its current fiscal period and will pay to the A/E all approved charges incurred through the end of that period.

3.5 Audit

The Town may audit all of the A/E's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

The A/E's records (hard copy, as well as computer readable data), and any other supporting evidence necessary to substantiate any claims related to this Contract must be open to inspection and subject to audit and reproduction by the Town's authorized representative as necessary to permit evaluation and verification of the cost of the work, and any invoices, change orders, payments or claims submitted by the A/E or any of his payees. The Town's authorized representative must be afforded access, at reasonable times and places, to all of the A/E's records and personnel throughout the term of this Contract and for a period of 3 years after the final payment.

The A/E must require all Subcontractors and material suppliers (payees) to comply with the provisions of this section by insertion of these requirements in a written Contract between the A/E and payee. These requirements will apply to all Subcontractors.

If an audit discloses overcharges by the A/E to the Town in excess of 1% of the total Contract billings, the actual cost of the Town's audit must be reimbursed to the Town by the A/E. Any adjustments and payments made as a result of the audit or inspection of the A/E's invoices and records will be made within a period of time not to exceed 90 days from presentation of the Town's findings to the A/E.

This audit provision includes the right to inspect personnel records as required by Section 3.22.

3.6 Ownership of Project Documents

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, prepared in the performance of this Contract will remain the property of the Town and must be delivered to the Project Manager before final payment is made to the A/E.

When the work detail covers only the preparation of preliminary reports or plans, there will be no limitations upon the Town concerning use of the plans or ideas in the reports or plans for the preparation of final construction plans. In that event, the Town will release the A/E from any liability for the preparation of final construction plans by others.

3.7 Completeness and Accuracy

The A/E will be responsible for the completeness and accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared by the A/E and will correct, at its expense, all errors or omissions which may be disclosed. The cost to correct those errors will be chargeable to the A/E. Additional construction added to the project will not be the responsibility of the A/E unless the need for additional construction was created by any error, omission, or negligent act of the A/E. The Town's acceptance of the A/E's work will not relieve the A/E of any of its responsibilities.

3.8 Attorneys' Fees

Should either Party bring any action for relief, declaratory or otherwise, arising out of this Contract, the prevailing party will be entitled to receive from the other Party all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees, as determined by the court sitting without a jury. All these fees, costs, and expenses 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.

3.9 Successors and Assigns

This Contract will be binding upon the A/E, its successors and assigns, including any individual, or other entity with or into which the A/E may merge, consolidate, or be liquidated, or any individual or other entity to which the A/E may sell or assign its assets.

3.10 Assignment

Services covered by this Contract must not be assigned or sublet in whole or in part without first obtaining the written consent of the Project Manager.

3.11 Subcontractors

The A/E may engage any additional Subcontractors as required for the timely completion of this Contract. If the A/E subcontracts any of the work required by the Contract, the A/E remains solely responsible for fulfillment of all the terms of this Contract.

The A/E will pay its Subcontractors within seven (7) calendar days of receipt of each progress payment from the Town. The A/E will pay for the amount of the Work performed by each Subcontractor as accepted and approved by the Town with each progress payment. In addition, any reduction of retention, if any, by the Town will result in a corresponding reduction to Subcontractors who have performed satisfactory work. The A/E will pay Subcontractors the reduced retention within 14 calendar days of the payment of the reduction of the retention to the A/E. No Contract between the A/E and its Subcontractors may materially alter the rights of any Subcontractor to receive prompt payment and retention reduction as provided in this Contract.

If the A/E fails to make payments in accordance with these provisions, the Town may take any of one or more of the following actions and the A/E agrees that the Town may take these actions:

- A. To hold the A/E in default under this Contract;
- B. Withhold future payments including retention until proper payment has been made to Subcontractors in accordance with these provisions;
- C. Reject all future offers to perform work for the Town from the A/E for a period not to exceed 1 year from the completion date of this project; or
- D. Terminate this Contract.

3.12 Israel Boycott

A/E acknowledges this Agreement is subject to A.R.S. § 35-393.01, which prohibits the Town from contracting with any person who is currently, or during the Term or any renewal or extension Term, participating in a boycott of Israel. A/E warrants that it is not and will not participate in such prohibited activity in contravention of A.R.S. § 35-393.01 and has executed and submitted the Affidavit of Israel Boycott as part of its response to the Request for Qualifications 18-002-ENG.

3.13 Modifications

Any amendment or modification of the terms of this Contract must be in writing and will be effective only after approval of all parties to this Contract.

3.14 Conflict of Interest

The A/E warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the A/E, to solicit or secure this Contract, and that it has not paid or agreed to pay any person or persons, other than a bona fide employee working solely for the A/E any fee, commission, percentage, brokerage fee, gifts or any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Town will have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of any fee, commission, percentage, brokerage fee, gift or contingent fee, together with costs and attorney's fees.

Under A.R.S. § 38-511, as amended, the Town may cancel any contract it is a party to within three years after its execution and without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the Town or its departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. In the event the Town elects to exercise its rights under A.R.S. § 38-511, as amended, the Town agrees to give notice to A/E.

The A/E will fully reveal in writing any financial or compensatory agreement which it has with a prospective bidder before the Town's publication of documents for bidding.

3.15 Force Majeure

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

3.16 Taxes

The fee listed in this Contract includes all taxes applicable to the services authorized. The Town will have no obligation to pay additional amounts for taxes of any type.

3.17 Advertising

No advertising or publicity concerning the Town's use of the A/E's services will be undertaken without first obtaining written approval of the Project Manager.

3.18 Counterparts

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart will possess the full force and effect of the original.

3.19 Entire Agreement

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

3.20 Arizona Law; Venue

This Contract must be governed and interpreted according to the laws of the State of Arizona and any suit pertaining to this Contract may be brought only in courts in the State of Arizona.

3.21 Equal Employment Opportunity

During the performance of this Contract, the A/E will follow the Federal government's guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

3.22 No Preferential Treatment or Discrimination:

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

3.23 Compliance with Federal and State Laws

The A/E accepts the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. In addition, the A/E accepts the applicability to it of A.R.S. §34-301 and 34-302. The A/E 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 A/E warrants to the Town that the A/E and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the A/E 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 A/E or any of its subcontractors will be considered a material breach of this Contract and may subject the A/E or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

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

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

The Town will not consider the A/E or any of its subcontractors in material breach of this Contract if the A/E and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USC §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 A/E 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 A/E will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The A/E'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 Town.

3.24 Compliance with Americans with Disabilities Act

A/E 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. A/E will 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. A/E agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of A/E, its employees, agents or assigns will constitute a material breach of this Contract.

3.25 Evaluation of A/E's Performance

The A/E may be evaluated regarding its performance of this Contract. This evaluation will include, but not be limited to, the following consideration for:

- Completeness
- Accuracy
- Utility Coordination
- Technical Expertise
- Organization
- Appearance of plans (line work, lettering, etc.)
- Working relationship with Town staff and others
- Availability
- Communication skills (meetings, correspondence, etc.)

This evaluation will be prepared by the staff and used to evaluate the desirability to proceed with negotiations for additional services.

3.26 Notices

All notices or demands required by this Contract must be given to the other party in writing, delivered by hand or by registered or certified mail at the addresses stated below, or to any other address the parties may substitute by giving written notice as required by this section.

On behalf of the A/E:

Michael Braun, AIA
Executive Vice President
2333 North Central Avenue
Phoenix, AZ 85004
Ph: (602) 264-9731

On behalf of the Town:

Town of Paradise Valley
Engineering / Public Works Department
6401 East Lincoln Road
Paradise Valley, AZ 85253
ATTN: Jeremy Knapp
Ph: (480) 348-3622 Fax: (480) 348-3689

With required copy to:

Town Manager
Town of Paradise Valley
6401 East Lincoln Drive
Paradise Valley, Arizona 85253

Town Attorney
Town of Paradise Valley
6401 East Lincoln Drive
Paradise Valley, AZ 85253

If hand delivered, Notices are received on the date delivered. If delivered by certified or registered mail, Notices are received on the date indicated on the receipt. Notice by facsimile or electronic mail is not adequate notice.

3.27 Independent Contractor

The services the A/E provides to the Town are that of an Independent Contractor, not an employee, or agent of the Town. The Town will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

Town will not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

3.2 Ineligible Bidder

The preparer of bid specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

3.29 Indemnification

To the fullest extent permitted by law, A/E, its successors, assigns and guarantors, must defend, indemnify and hold harmless Town of Paradise Valley, each member of the Town's Council, boards or commissions, its agents, representatives, officers, directors, officials, employees and volunteers (the Town and any such person collectively "Indemnified Party") from and against all allegations, demands, proceedings, suits, actions, claims, damages, liabilities, losses, expenses, including but not limited to, claims processing, investigation, attorney fees, court costs, and the cost of appellate proceedings, to which any Indemnified party may become subject, under any theory of liability whatsoever ("Claims"), related to, arising from or out of, or alleged to have resulted from any negligence, recklessness, or intentional wrongful conduct of or other persons employed or used by A/EA/E relating to work or services in the performance of 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 claimed by any of A/E's and Subcontractor's employees.

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

4.0 Insurance

Failure to provide an appropriate Certificate of Insurance will result in rejection of your certificate and delay in Contract execution. Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.

4.1 Insurance Representations and Requirements

- A. General: The A/E agrees to comply with all applicable Town ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of the A/E, the A/E must purchase and maintain, at its own expense, the required minimum insurance with insurance companies duly licensed or approved to conduct business in the State of Arizona and with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to Town. Failure to maintain insurance as required may result in cancellation of this Contract at the Town's option.

- B. No Representation of Coverage Adequacy: By requiring insurance, Town does not represent that coverage and limits will be adequate to protect the A/E. The Town reserves the right to review any and all of the insurance policies and endorsements cited in this Contract, but it has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements in this Contract or failure to identify any insurance deficiency will not relieve the A/E from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Contract.

- C. Coverage Term: The A/E must maintain all required insurance in full force and effect until all work or services are satisfactorily performed and accepted by the Town of Paradise Valley, unless specified otherwise in this Contract.

- D. 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.

- E. Policy Deductibles and or Self Insured Retentions: The required policies may provide coverage which contain deductibles or self-insured retention amounts. The A/E is solely responsible for any deductible or self-insured retention amount and the Town, at its option, may require the A/E to secure payment of the deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

- F. Use of Subcontractors: If any work is subcontracted in any way, the A/E must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the Town requires of the A/E in this Contract. The A/E is responsible for executing the Contract with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements, waiver of subrogation, and naming the Town and as an additional insured.

- G. Evidence of Insurance and Required Endorsements: Before commencing any work or services under this Contract, the A/E must furnish the Project Manager with Certificate(s) of Insurance, or formal endorsements issued by the A/E's insurer(s) as evidence that policies are placed with acceptable insurers and provide the required coverages, conditions, and limits of coverage and that the coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of

coverage, the Town will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the required policies expire during the life of this Contract, the A/E must forward renewal Certificates to the Town within 10 days after the renewal date containing all the necessary insurance provisions.

Certificates for A/E and subcontractors shall specifically cite the following provisions endorsed to the A/E's policy:

1. The Town of Paradise Valley, each member of the Town's Council, boards or commissions, its agents, representatives, officers, directors, officials, employees and volunteers are named as an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
2. The A/E's and insurance must be primary insurance for all performance of work under this Contract.
3. All policies, except Professional Liability insurance and Workers' Compensation if applicable, waive rights of recovery (subrogation) against the Town, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by the A/E under this Contract.
4. If the A/E receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be A/E's responsibility to provide prompt notice of same to the Town, unless such coverage is immediately replaced with similar policies.

4.2 Required Coverage

- A. Commercial General Liability: The A/E must maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, and personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.

The policies must be endorsed to include the following additional insured language:

The Town of Paradise Valley, its departments, agencies, boards, commissions, Town Council, officers, officials, agents, employees and volunteers will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the A/E.

- B. Professional Liability: The A/E must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the A/E, or anyone employed by the A/E, or anyone for whose acts, mistakes, errors and omissions the A/E is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims. Professional Liability coverage specifically for Architects, A/E's and Surveyors shall contain contractual

liability insurance covering the contractual obligations of this Contract. If the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, the A/E must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

- C. Vehicle Liability: The A/E must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the A/E's owned, hired, and non-owned vehicles assigned to or used in the performance of the A/E's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.

The policy must be endorsed to include the following additional insured language:

The Town of Paradise Valley, its departments, agencies, boards, commissions, Town Council, officers, officials, agents, employees and volunteers will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the A/E, involving automobiles owned, lease, hired or borrowed by A/E.

- D. Workers Compensation Insurance: The A/E must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the A/E's employees engaged in the performance of work or services under this Contract, and must also maintain Employers' Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5.0 Software Licenses

If the A/E provides to the Town any software licenses, the following provisions apply:

5.1 Source Code Availability

- A. The A/E must furnish the Town, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:
1. The A/E becomes insolvent; or
 2. The A/E ceases to conduct business; or
 3. The A/E makes a general assignment for the benefit of creditors;
- or
4. A petition is filed in Bankruptcy by or against the A/E.
- B. Use of the Source Code must be subject to the same restrictions as the Software itself.
- C. The Town must have the right to modify the Source Code in any manner the Town believes is appropriate, provided that the Source Code as modified must remain subject to the restrictions of Section 5.1(B).

5.2 Proprietary Protection

- A. The Town agrees that if the A/E informs the Town that the Software is confidential information or is a trade secret property of the A/E; the Software is disclosed on a confidential basis under this Contract and in accordance with the terms of this Contract.

- B. The A/E must not use or disclose any knowledge, data or proprietary information relating to the Town obtained in any manner.
- C. As permitted by Arizona Law, the parties agree that during the term of this Contract and of all Licenses granted under this Contract, and for a period of seven (7) years after termination of this Contract and of all licenses granted by this Contract, to hold each other's confidential information in confidence. The parties agree, unless required by government regulations or order of Court, not to make each other's confidential information available in any form to any third party or to use each other's confidential information for any purposes other than the implementation of this Contract. However, if the A/E's confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, the A/E must reimburse the Town for the full cost of the Town's refusal to release the information, including the costs of litigation, the Town's attorney fees, fines, penalties or assessments of the opposing party's attorney fees. Town and A/E agree to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

5.3 Non-Infringement

The A/E warrants that the Software provided to the Town does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity.

In the event of a claim against the Town asserting or involving such an allegation, the A/E will defend, at the A/E's sole expense, and will indemnify and hold harmless the Town and its agents, representatives, officers, directors, officials and employees against any loss, cost, expense (including attorney fees) or liability arising out of the claim, whether or not the claim is successful. In the event an injunction or order is obtained against use of the Software, or if in the A/E's opinion the Software is likely to become the subject of a claim of infringement, the A/E will, at its option and its expense:

1. Procure for the Town the right to continue using the Software; or
2. Replace or modify the software so that it becomes non-infringing (this modification or replacement must be functionally equivalent to the original); or
3. If neither 1 nor 2, above, is practicable, repurchase the Software on a depreciated basis utilizing a straight line 5-year period, commencing on the date of acceptance.

5.4 Third Party License

The A/E must sublicense to the Town any and all third party Software required in this Contract. The Town reserves the right to accept or reject third party license terms. If the Town rejects the terms of a third party license, it will be the A/E's responsibility to negotiate acceptable terms or to supply Software from another source with terms acceptable to the Town. The Town's acceptance of the third party license terms will not be unreasonably withheld.

6.0 Severability and Authority

6.1 Severability

If any term or provision of this Contract is found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract will remain in full force and effect and the term or provision will be considered to be deleted.

6.2 Authority

Each party warrants that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each party has been properly authorized and empowered to enter into this Contract. Each party acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

7.0 Request For Taxpayer I.D. Number & Certification I.R.S. W-9 Form

Upon request, the Contractor shall provide the required I.R.S. W-9 FORM which is available from the IRS website at www.IRS.gov under their forms section.

(Signatures on the Following Page)

The Parties enter into this Agreement effective as of the date shown above.

Town of Paradise Valley,
an Arizona municipal corporation

By: Kevin Burke
Its: Town Manager

ATTEST:

Duncan, Miller, Town Clerk (SEAL)

APPROVED AS TO FORM:

Andrew Miller, Town Attorney

DWL Architects + Planners,
an Arizona Corporation

By: Michael Braun
Its: Executive Vice President

EXHIBIT A
PROJECT SCOPE OF WORK
AND
COMPENSATION



December 20, 2017
Revised January 5, 2018

Jeremy T. Knapp
Engineering Services Analyst
Town of Paradise Valley
6401 East Lincoln Drive
Paradise Valley, Arizona 85253

RE: Town of Paradise Valley
Architectural / Engineering Design Services for Town Complex Remodel
Fee Proposal for Design Services

Dear Jeremy,

We are very pleased for this opportunity to submit an Architectural and Engineering Services scope and fee proposal for the **Paradise Valley Town Complex Remodel**. This scope includes services for 30% - Schematic Design (SD) / Design Concept Report (DCR), 60% - Design Development (DD), 90% Construction Documents (CD), 100% Final Construction Documents (CD), Bidding/Negotiation (BN), and Construction Administration (CA). As requested, this proposal has been prepared in accordance with our understanding of the project based upon our review of the information provided in the Request for Qualifications dated 9/28/17, 12/13/17 scoping meeting and recent discussions regarding the proposed improvements. For purposes of fee development, we assume the following overall durations and that all projects will run concurrently (design and construction).

Design	42 weeks
Construction Duration through Substantial Completion	48 weeks
Close-Out (Final Completion, Operations & Maintenance Manual Review)	4 weeks

SCOPE OF WORK – BASIC SERVICES (Lump Sum)

General:

The scope of this project is to provide Basic Architectural and Engineering Design Services (Structural, Electrical, Mechanical and Plumbing) for the Town Complex Remodel, which includes the following components:

Town Hall Remodel (TH)

This project includes the remodel & relocation of internal department areas as shown in the Space Needs Assessment (Option 2) provided in the RFQ (*See attached exhibit A.1*), and as clarified below;

- Approximately a 13,300 sf remodel.
- Designed for Phased Construction (as shown in the attached exhibit A.4a, b, c, d)
- Mechanical to take into consideration upcoming Chiller Replacement Project.
- No work in Town Attorney area – Carpet update, Paint only.
- Existing Restrooms; Modernize Restroom Finishes and Fixtures only.

PRINCIPALS
Steve Rao, President
Mark Dee, Exec VP
Peter Pascu, Exec VP
Dwight Todd, Exec VP
Sandra Kukla, Exec VP
Adam Sprenger, Exec VP
Michael Braun, Exec VP
Michael Haake, Chairman

ASSOCIATES
Philip Ralston
Kiyomi Kurooka
Nithya Rachel Jebaraj
Mark Fults
Melissa Wolter
Jenia Lynn
Sean Warfield
Athavan Rajasundaram
Mary Ann Modzelewski



Engineering / Public Works Buildings (E/PW)

This project includes the remodel & relocation of internal department areas limited to those shown in the Space Needs Assessment provided in the RFQ (*See attached exhibit A.3*), and as clarified below. This proposal excludes work in the non-shaded areas on the attached exhibits which are to remain as existing.

- Building A (Offices)
 - o Approximately 630 sf addition to include;
 - Main entry addition
 - Conference room addition
 - o Approximately 1,050 sf remodel including;
 - Consolidation of the open work area
 - o Review for general code ADA conformance
- Building B (Garage Bays)
 - o Approximately 330 sf remodel including;
 - Expanding Parts Storage
- Building C (Storage)
 - o Approximately 700 sf addition to include;
 - Relocated/expanded sign shop and related office
 - Material Storage Bays

Police Department Building (PD)

This project includes the remodel & relocation of internal department /areas limited to those shown in the Space Needs Assessment provided in the RFQ (*See attached exhibit A.2*), and as clarified below.

- Approximately 2,725 sf addition to include;
 - o 25-yard Indoor Gun range
 - o Defensive Tactics / Simulation training area
- Approximately 6,000 sf remodel to include;
 - o Reposition of the main entry desk
 - o Relocation of large Conference room
 - o Additional Workstations
 - o Additional Female Lockers. Update Fixtures and Finishes in Men's and Women's Locker Rooms.
 - o No work in areas not shaded in 'blue' color on attached exhibit, unless required by code. Review for general code ADA conformance

Demolition:

We will provide one set of demolition documents for existing known underground utilities, pavement removal, security fencing, gates and all structures located within the proposed building site expansion areas only. Demolition drawings will be provided for Architectural and Building systems as necessary.

Enhanced 3D views and Stereo Panoramic Images:

Provide up to 5 enhanced 3D views (semi-photorealistic) and up to 5 Stereo Panoramic Images (semi-photorealistic) to be used in review and communicating the design concepts to stakeholder groups.



SCOPE OF WORK – SPECIALTY / ENHANCED SERVICES AND ALLOWANCES:

Signage:

Provide construction documents for interior way-finding signage (non-illuminated) and new exterior building signage as identified on the attached exhibit(s). Review of existing building monument curb signage is included along with proposed enhancements to existing structure. Temporary Construction signage is not included.

Range Design:

Provide services for the range design and defensive training room as listed in the attached proposal from MWL.

Civil Site Survey:

Provide a Civil Site Survey for those areas directly affected by the areas of expansion and those listed in the RFQ, specifically as shown in attached Exhibits A.1, A.2, A.3 as clarified in the Site Design & Landscaping section below. *Reference attached proposal from EPS for more detailed scope.*

Site Design & Landscaping:

Site design is limited to only those areas directly affected by the areas of expansion and those listed in the RFQ, specifically as shown in attached Exhibits A.1, A.2, A.3 as clarified below.

- (TH) Area surrounding Existing Building Entrance and New Exterior Door & Path for Post Office. No work to existing entry Plaza area.
- (TH) Area listed as New Green Space and Connecting Path, Existing Fountain Area and New Patio Screen Partition. The Area Listed as New patio on the Exhibit A.1 is not included in this contract.
- (TH) noted Berm work at plan north of building.
- (PD) Site work and Landscape as related to the addition and surrounding affected area is included.
- (PW) Site work and Landscape as related to the Lobby and Conference Room addition is included.
- (PW) Site work as related to the sign shop addition is included.

Landscape is limited to replacement in disturbed areas with like species and connection to existing irrigation systems. *Reference attached proposal from EPS and LSD for more detailed scope.*

Generator Replacement & Analysis:

Analysis and design for replacement of existing Diesel Generator serving the PD and PW buildings. Include current load testing to evaluate what the increase in capacity would be to provide emergency backup power to portions of the TH building. A construction ALTERNATE would be to provide for a second generator at the TH Building. *Reference attached proposal from LSW for a more detailed scope.*

Cost Estimating:

Provide a complete estimate to be performed by the design team at 30% / Schematic Design Phase and a thorough review of the CMAR's GMP estimate and GMP. An allowance for a review of the CMAR's estimate by the design team to be performed at 60%, is included provided there is sufficient detail in the estimate to review project elements. *Reference attached proposal from CCMC for a more detailed scope.*



Acoustical Consultant at the Range:

Provide consultation to review and provide guidance on the range internal acoustics and impact to surrounding area. *Reference attached proposal from MCH for more detailed scope.*

DESIGN SERVICES / TASKS:

This project shall be designed and documented as a single construction document package. One package for all three buildings, organized by building. For the Town Hall, a basic Phasing diagram will be included in the set as reference only. Drawings will show the complete project with no separate phasing.

Estimated meetings are as follows; Design Phase meetings are estimated to be an average of every other week with periods of weekly meetings and monthly meetings. Construction administration meetings are estimated to be bi-weekly for the period of construction. Key meetings are identified in each task below. Meeting minutes to be provided for meetings scheduled by the Design team.

The following complete tasks are included:

1. **Project Initiation / Review / Data Gathering / Coordination:** Kick-off meeting; develop vision and goals, identify key stakeholders, review needs and budget. Review Current Space Needs Assessment, Validate the Current/Future Operational Space Needs, Create baseline 3D as built models.
2. **Design Concept Report / Schematic Design (30%):** Design Charrette, finalize program, Develop Schematic design and Council presentation / community conversation. Participate and support the Town during the procurement and selection of a Construction Manager at Risk. Review ways to reduce construction costs.
3. **Design Development (60%):** Refine Design, coordination with CMAR for phasing input and cost reduction, Town review.
4. **Construction Documents (90%):** CMAR Review/Comment, Trade Partner (Sub Contractor) Bidding; Quality Control Review; Document Submittal for Town and agency approval.
5. **Final Construction Documents (100%):** Incorporate agency approval related Revisions, GMP Finalization.
6. **Bidding / GMP Review:** Review GMP Bids and overall package.
7. **Construction Administration Coordination:** Review Submittals, RFIs and provide support during the construction phase.

Description of Tasks:

Task 1.0: Project Initiation / Data Gathering / Team Coordination / Review:

- A. Proposed Meetings;
 1. Weekly Project Meetings (3 meetings)
 2. Project kick-off meeting, site walk; develop vision and goals, identify key stakeholders, review needs and budget. (1 meeting)
- B. Review current Space Needs Assessment, Validate the Current/Future Operational Space Needs, Finalize the program.
- C. As built verification, document existing conditions, site walk with Town staff
- D. Initiate survey for areas of expansion
- E. Identify ways to deliver the project at a cost less than the budget construction amount and set savings goals.
- F. Identify all applicable Town Standards and Preliminary Building Code review.
- G. Develop Preliminary Design Schedule



Task 2.0: 30% / Schematic Design / Design Concept Report (Lump Sum)

- A. Proposed Meetings;
 - Bi-weekly Project Meetings (10 meetings)
 - Town Council Study Session/ Community Conversation (1 meeting)
 - Design Charette with Key Stakeholders (separate meetings for PD, PW, TH - 3 meetings total)
 - Town Council Final Presentation/ Community Conversation (1 meeting)
- B. Based upon the mutually agreed upon Program, schedule and construction budget requirements, Design Team shall prepare, for approval by TPV, Schematic Design Documents. The Schematic Design will include architectural plans, elevations, sections and 3D views as required to illustrate the scale and relationship of project components. Narratives and plans for the basis of design shall be provided for civil, structural, mechanical, electrical, plumbing and special systems.
- C. The Schematic Design (30%) will be submitted to the TPV project team and stakeholder group for review, comment and approval. Includes architectural plans, elevations and 3D views. A narrative/outline specification is included.
- D. A Cost estimate shall be provided after the completion of the Schematic Design Package.

Task 3.0: 60% / Design Development (Lump Sum)

- A. Proposed Meetings;
 - Bi-weekly Project Meetings (5 meetings)
 - Comment resolution Meeting (1 meeting)
 - Community conversation (1 meeting)
 - Estimate Review & Reconciliation with CMAR (2 meetings)
- B. Based upon the approved Schematic Design Documents and any adjustments authorized by TPV in the program, schedule or Cost estimate, the Design Team shall prepare Design Development Documents (60%) for approval by TPV.
- C. The Design Development documents shall consist of drawings and other documents to fix and describe the size and character of the Project as to architectural, civil, structural, mechanical, electrical, and special systems, materials and other applicable elements such as Fire Protection systems identification for shop drawing development and demo drawings.
- D. Draft Specifications that identify major materials and systems and establish a general quality level shall be included (civil, landscape, structural, mechanical, electrical, plumbing and special systems). DWL to provide a draft front end for review and comment by TPV for inclusion in the DD package.
- E. Design team to review CMAR's cost estimate and provide comments.
- F. Finish types and grades of finish materials shall be established. DWL assumes that a finish palette will be accepted by TPV in the DD phase review period. This information is to be used for pricing purposes during the CD phase. The selected colors will be provided in a 3-ring binder with finish samples. Elements such as wall, floor & ceiling finishes and lighting are included.
- G. Preliminary Signage to be included at this phase for TPV to review and provide finalized scope for CDs.
- H. Submit Design Development drawings to TPV project team and stakeholder review/comment and for CMAR review/comment and 60% cost estimate.



Task 4.0: 90% / Construction Documents (Lump Sum)

- A. Proposed Meetings;
 - Project Meetings every 3 weeks (3 meetings)
 - Comment resolution Meeting (1 meeting)
 - Estimating Review and Reconciliation with CMAR (1 meeting)
- B. Based upon the approved Design Development Documents and any further adjustments in the scope or budget authorized by TPV, the Design Team shall prepare Construction Documents which include a Building Safety Submittal and Bid Documents Submittal. (See deliverables section for more information.) The documents include drawings and specifications with sufficient detail to obtain a permit and approval by the Town of Paradise Valley Building Safety Department. The construction delivery method is CMAR.
- C. Submit 90% Construction Documents for final review by TPV project team and stakeholders, Building Permit Review and CMAR Trade Partner bidding and GMP preparation (final GMP to be based on 100% CD).

Task 5.0: 100% - Final Construction Documents (Lump Sum)

- A. Proposed Meetings;
 - Bi-weekly Project Meetings (2 meetings)
 - Comment resolution Meeting (1 meeting)
 - GMP Review with CMAR (1 meetings)
- B. Based upon the approved 90% Construction Documents and any further adjustments in the scope or budget authorized by TPV, the Design Team shall prepare 100% Construction Documents which include response to permit review comments and GMP RFIs.
- C. Shall incorporate all final comments and adjustments prior to commencement of work.

Task 6.0: GMP / Bidding Review (Lump Sum)

- A. Proposed Meetings;
 - Bi-weekly Project Meetings (2 meetings)
 - GMP Review with CMAR (1 meeting)
- B. DWL shall assist the Owner in the GMP process.
- C. The Design team shall respond to bidder questions and requests for clarification.
- D. Cost estimating services are excluded. The scope will not include analysis or verification of the bids. It will include a review of the Contractor's final GMP Estimate.
- E. RFI's and Substitution requests: DWL shall assist and respond to substitution requests, RFI's and other clarifications from the bidders.
- F. All City revision submittals shall be included for addenda issued on permitted drawings.

Task 7.0: Construction Administration Coordination (HNTE)

- A. Answering Requests for Information (RFIs). RFIs shall not be used for requested changes, value engineering changes, or Owner requested changes. RFIs shall have a clear explanation with photos or marked up drawings and shall include a suggestion / recommendation by which CMAR concurs. RFI's shall be responded to within the time allocated in the Project Manual. The design team will not review frivolous RFIs (RFI's having no sound basis or which the answer is readily available within the documents) or RFIs not submitted through the document control system. We have assumed an approximate total of (60) RFIs total over the duration of the project. Each situation or issue shall be separate RFIs.
- B. Submittal review. The design team will review submittals in accordance with the Project Manual. All submittals shall be reviewed for accuracy and completeness by CMAR prior to Design team review. A complete submittal is considered one (1) specification section that includes submittal requirements as noted below. The design team will perform one (1)



review and one (1) re-review of each submittal (Part 1 & 2) below. The design team shall not review partial, incomplete, CMAR un-reviewed or additional reviews without prior authorization of additional cost. Submittals shall be reviewed within the time allocated in the Project Manual. Submittals shall not be excessive in size and shall be coordinated prior to submission for separation in to sections or portions that would be reasonably expected to be reviewed within the time allocated in the Project Manual. Large submittals (such as steel) require additional review time. Expedited reviews, as requested by CMAR, shall require prior management authorization of additional cost.

1. Part 1: Product data, warranty information, samples, care & maintenance information.
 2. Part 2: Upon review of the above submittal, Shop drawings to be submitted.
- C. Schedule review
- D. CMAR pay application review limited to one review for each pay application for percentage of work complete only, assumes one pay application for all projects.
- E. Special Inspections as identified shall be coordinated by CMAR and Owner. Special inspections are not included in this contract.
- F. Review of Warranty, Operation and Maintenance Manuals. There shall be a total of (3) complete submittals for O&M manuals, such as Mechanical, Electrical, Plumbing, Special Systems, and Architectural (includes all other misc. sections). One for each building. The O&M submittals shall be organized so that they can be combined for the final submission to the Owner. Incomplete or Partial submittals will not be reviewed. See submittal requirement assumptions in prior section above.
- G. Review of As-built drawings submitted by CMAR in Blue Beam software.
- H. Building Commissioning for Mechanical System as noted by LSW.
- I. Attend an average of bi-weekly Owner's meetings and site walks (not to exceed 30). Assuming they are on same day and site walk follows meeting
- J. Additional Design and CA Services: As indicated in sections above as additional services as well as Owner requested changes shall warrant additional services. The design team will submit for Owner approval prior to commencement of services.
- K. Punch List: Prior to the scheduled substantial completion date, CMAR shall provide one week for punch list site reviews. This scope includes complete and separate punch lists per buildings and phase (1) walk each at the PW and PD, and (1) walk per phase at TM. Back-check services of the punch-list is not included at this time; however, can be provided for additional fees. One field representative will attend Owner punch list.

EXCLUSIONS:

In order to provide clarity and to prevent any misunderstandings, we want to identify items that are excluded from this proposal. If for any reason the Town requires these services, we can provide them for additional compensation.

- Plan review fees, permit or code modification fees.
- Multiple bid packages, phased drawings.
- Services from engineers or consultants not identified in this proposal and beyond this project's scope will not be provided.
- Tests or investigations requiring demolition of existing construction or other types of Forensic investigation are not included in this proposal, except for as described under Additional Services.
- The design or selection of furniture (FFE) is not included in this proposal.
- Signage master planning is not included.
- Construction phasing plans are not included.
- Deliverables beyond those described below.
- LEED assessment and services.



- 3rd party commissioning services.
- Travel outside the Phoenix Metropolitan area (not anticipated)
- Acoustic Design & Engineering unless otherwise noted for specific design elements
- All Hazardous Material related work such as testing or abatement.
- Utility location services, Potholing, Field investigations.
- Major scope changes or revisions and deliverables beyond those listed below.
- Photorealistic 3D Renderings.
- Complete Facility Assessment, as built Model or drawings.
- 3D scanning of existing conditions. Native Plant Salvage Plan.
- Geotechnical Investigations and Report
- Special Structural Inspections or Materials Testing.

ASSUMPTIONS & SCOPE CLARIFICATIONS:

- The attached Exhibits A.1, A.2, A.3, will serve as the basis for the Schematic design program and functionality. Complete Re-design or Re-programming is not included in this contract. Minor improvements to these concept drawings are included.
- Reimbursables include project related expenses such as code modification fees, mileage, long-distance telephone, courier, printing, copying (in or out of office).
- Subconsultants included in this proposal. Please review their attached proposals for further scope details.
 - o MWL (Firearms Proficiency Range Consultant)
 - o LSW Engineers (Mechanical, Plumbing, Electrical & Special Systems)
 - o CTS Engineers (Structural)
 - o EPS (Civil Engineering)
 - o Logan Simpson Design (Landscape)
 - o CCMC (Cost Estimating)
 - o MCH (Acoustical Consultant)
- The project documentation is understood to be in one drawing package which includes the Town Hall, Public Works Buildings and the Police Building. Additional packages are not included in this scope.
- No scope is included for the exterior of the buildings for areas not being modified as part of this scope.
- The construction delivery method is Construction Manager at Risk (CMAR). DRAFT Schematic Design Schedule for Design Services includes the CMAR being brought on board with preconstruction services. CMAR is to provide a Cost Estimate based on the final SD deliverable to get involved early in the project. A Cost estimator will be part of the design team to provide Cost Estimates at SD to review the 60% CD and GMP. Value Engineering (VE) effort beyond an acceptable industry standard (effort by the team to revise design within 10% of the established budget) will require additional services. DWL to assist the Cost Estimator with the CMAR estimate reconciliation service. No further scope is included for Cost Estimation and VE within this proposal.
- In order to minimize rework of SD, DD and CD documents, the SD, DD and CD scope respectively will commence once TPV provides feedback on the CMAR Cost estimate based on the reconciliation meetings to be held at the end of each phase.
- Contract to be Lump Sum. Hours identified for tasks under the HNTE are estimates and may not reflect actual time taken to complete each task. Tasks not identified in this proposal and its supporting documents shall be considered additional services and is not included in the fees.
- DWL shall utilize the latest version of Revit (2017) and assume the same will be utilized by Mechanical, Plumbing, Electrical and Structural. An equivalent and compatible software will be used for coordinating with Civil. Any use of the DWL Revit model by the CMAR and its sub-contractors shall be for reference of design intent only.



- Regulatory & Code required signage, building entry identification signs (one at each on the three buildings is included). Additional signage design is not included in this scope.
- As built Record Drawings for existing buildings will be provided by TPV.
- CMAR will perform necessary utility location prior to start of 90% construction documents.
- No existing known drainage issues at the Town Complex.

DELIVERABLES:

Deliverables for the previously described scope unless otherwise noted, include: PDF format with the exception of one full size set, one half-sized set and one copy of specifications for TPV at each Review. Meeting minutes to be provided for each design meeting scheduled by the Design Team. Construction phase meeting minutes are not included in this proposal.

- **Design Concept Report / Schematic Design (30%):** Includes color architectural site plans and floor plans, non-photorealistic renderings and narratives. Narratives and plans for civil, structural, mechanical, plumbing, electrical and special systems. A specification is not included. One (1) full color 11x17 printed and bound DCR and PDF to be provided for review.
- **Design Development (60%):** Includes architectural, civil, landscape, structural, mechanical, plumbing, electrical, and special systems. A design development specification shall be included.
- **Construction Documents (90%):** Includes all necessary disciplines and a Project Manual.
- **Final Construction Documents (100%):** (Building Safety Submittal/GMP Set) – 100% Construction Documents. Includes all necessary disciplines that require permit and a Project Manual.
- **Construction Administration:** Submittal Reviews, RFI responses, Observation Reports, PDF Review of Contractor's As-built Drawings.



COMPENSATION:

We propose to provide the previously mentioned design services for a lump sum fee. I have attached a summary spreadsheet and estimated hourly breakdown for your review and approval.

Design Services	\$418,500
<u>Estimated Reimbursables</u>	<u>\$1,500</u>
Total Design Services	\$420,000

Conclusion:

We are grateful for this opportunity and look forward to working with you and the Town of Paradise Valley Team. If you have any questions or require further explanation of any item in this proposal, please do not hesitate to contact me or Steve Rao.

Sincerely,

DWL ARCHITECTS + PLANNERS, INC.

A handwritten signature in dark ink, appearing to read "Michael Braun", is written over the company name.

Michael Braun, AIA
Executive Vice President

MCB.vr

Attachments:

- Exhibits A.1, A.2, A.3, A.4a, A.4b, A.4c, A.4d
- Revised Consultant Proposals
- Revised Architectural Compensation Estimate dated 1/5/2018.
- Revised Fee Services Summary dated 1/5/2018.

cc: Steve Rao
Kathryn Maxwell

December 18, 2017
Revised: January 4, 2018

DWL Architects + Planners, Inc.
Attn.: Michael C. Braun, AIA
2333 N. Central Avenue
Phoenix, Arizona 85004



**Re: Paradise Valley Town Complex Remodel
Proposal for Professional Design Services**

Mr. Braun,

EPS Group, Inc. (EPS Group) appreciates the opportunity to present this proposal to provide civil engineering and survey services for the Paradise Valley Town Complex Remodel (the Project) located at the 6401 E. Lincoln Drive in the Town of Paradise Valley, Arizona.

PROJECT UNDERSTANDINGS

We recognize that DWL Architects + Planners, Inc. (the Client) will lead the consultant team within the planning, design and construction phases and will have direct contact with the Town of Paradise Valley (the Owner).

ASSUMPTIONS

In the preparation of this proposal, the following assumptions were made:

- All files (AutoCAD, PDF, or hardcopy plan sheets) prepared by others will be made available to EPS Group and that EPS Group may rely on the accuracy of those files. Specific files include ALTA/ACSM Land Title Survey, Quarter Section Maps and As-built Plans, Master Drainage Reports / Studies, Title Reports, Phase 1 Environmental Site Assessments, Archeological Studies, Biological Studies, Sound Studies, or other resource files that may be warranted for completion of work.
- Design and construction site improvement will consist of a single phase and are limited to site improvements in the immediate vicinity of the building expansion.
- Dry utility coordination, including SRP, Cox Communications / CenturyLink and Southwest Gas will be provided by the Architect and/or Contractor, however; the scope and fees to provide these services has been included as an additional service.
- The Client will make all required submittals to the Agency Having Jurisdiction (AHJ), unless specifically identified below.

SCHEMATIC DESIGN (SD) PHASE

1. Topographic Survey **Fixed Fee: \$2,800**

EPS Group will prepare topographic basemapping using conventional ground survey methods, aerial mapping, or a combination thereof. Cross sections will be provided at minimum at 50' intervals across the project site identified in the Exhibits A.1, A.2, A.3 of the proposed scope of work, plus visible grade breaks, and will extend up to 25' onto adjoining properties, access permitting. The location of substantial features observed in the process of conducting the fieldwork, such as pavement, curbing, concrete pads, parking lots, signs, landscaped areas, irrigation and drainage features, will be located and shown on the survey. Existing utilities will be located in the field and added to the topographic data base. Sewer manhole inverts will be collected for those manholes being utilized as part of the design. Inverts for storm drain manholes, catch basins and other drainage features needed for design will be collected. Trees will not be located. Elevations will be per Town standards.



The topography will be utilized for the development of improvement plans. No formal topographic survey drawing will be prepared. Client to provide access through gated areas. EPS Group will order record drawings for existing utilities in the vicinity from the appropriate agencies. This information will be added to the topographic basemapping to supplement the data collected during the topographic survey task.

2. Preliminary Grading & Drainage Plan **Fixed Fee: \$2,000**

EPS Group will prepare a Preliminary Grading & Drainage Plan in support of the preliminary site plan. The plan will include general drainage patterns, preliminary retention calculations and will identify the proposed locations of underground retention. The plan will be prepared to meet the requirements of the Town of Paradise Valley. Offsite drainage is not anticipated to impact this project and analysis of offsite flows is not included. Submittals to applicable utility companies is not included in this task. It is understood the new utilities will not be required and are not included.

3. Preliminary Meetings Attendance **Fixed Fee: \$500**

EPS Group will attend meetings with the Client, the consultant team and/or the Town of Paradise Valley during the SD phase of the Project as outlined below:

- Owner/Client meetings: Limited to one meeting at the Client's office.

Additional meetings attendance, outside of those outlined above, or the preparation of any additional exhibits may require an additional work order amendment to increase the amount identified above.

DESIGN DEVELOPMENT (DD) / CONSTRUCTION DOCUMENT (CD) PHASE

It is anticipated that 40% of the fixed fee amounts outlined below will be billed during the DD phase and the remaining 60% will be billed during the CD phase.

4. Onsite Improvement Plans **Fixed Fee: \$7,000**

EPS Group will prepare onsite improvement plans in accordance with the criteria of the Town of Paradise Valley and the Client for the purpose of permitting, bidding and constructing site improvements. The following plan sets will be prepared and submitted to the Architect for inclusion in the project construction documents and for submittal to the Town of Paradise Valley:

- Demolition Plan: EPS Group will identify civil related and hardscape elements to be demolished as required for the proposed improvements.
- Grading & Drainage Plan: EPS Group will provide grades for all new concrete and paved surfaces and will establish the finished floor elevation for the proposed building. The plans will be created for a single phase of construction. EPS Group will base its design and plans on the site layout provided by the Architect. EPS Group will design required drainage structures and/or a drainage systems as required. The design will comply with current requirements of the American Disabilities Act (ADA).
- Paving Plan: EPS Group will provide the design for on-site hardscape elements. EPS Group will coordinate with the geotechnical consultant and the Architect on pavement design guidelines in order to establish appropriate pavement sections.
- Water & Sewer Plan: It is understood that new water, fire and sewer services will not be required with this scope of work.
- Storm Water Pollution Prevention Plan (SWPPP): It is understood that a SWPPP will not be required with this scope of work.

Signing and striping plans are not anticipated to be required and are not included in this proposal. EPS Group will submit one electronic set of all plans to the Client for submittal to the Town of Paradise Valley. It is anticipated that no more than one site plan iteration will be considered for the DD phase. Any additional iterations will be billed on a time and



material basis at EPS Groups current billing rates. Any site plan changes after CD's have been initiated will be billed on a time and material basis at EPS Groups current billing rates. It is further understood that due to the limited site improvements that are proposed that a drainage report will not be warranted.

5. Final Meeting Attendance **Fixed Fee: \$1,000**

EPS Group will attend meetings with the Client, the consultant team and/or the Town of Paradise Valley during the DD/CD phase of the Project as outlined below:

- Owner/Client meetings: Limited to two meetings at the Client's office.

Additional meetings attendance, outside of those outlined above, or the preparation of any additional exhibits may require an additional work order amendment to increase the amount identified above.

CONSTRUCTION ADMINISTRATION (CA) PHASE

6. Civil Construction Administration **Fixed Fee: \$700**

EPS Group will review and respond to up to two RFI's only (shop drawings not included). In the event that the Client and/or Contractor requests additional reviews and responses of shop drawings and RFI's, EPS Group will provide this service at a rate of \$300/response. EPS Group will attend up to one site visit during construction at the request of the Client and/or Contractor. In the event that the Client and/or Contractor requests additional site visits during construction, EPS Group will provide this service at a rate of \$400/visit.

Total Fee **Fixed Fee: \$14,000**

FEE MATRIX

	Description	Fee	Type
1	Topographic Survey	\$ 2,800	FF
2	Preliminary Grading & Drainage Plan	\$ 2,000	FF
3	Preliminary Meetings Attendance	\$ 500	FF
4	Onsite Improvement Plans	\$ 7,000	FF
5	Final Meeting Attendance	\$ 1,000	FF
6	Civil Construction Administration	\$ 700	FF

Total: \$ 14,000

ADDITIONAL SERVICES

Legal Descriptions **Fixed Fee: \$750**

EPS Group will provide a maximum of one legal description and exhibit for various purposes throughout the development of the project. Each legal descriptions and exhibits will be billed at a fixed fee rate of \$750 per legal description after receiving authorization from the Client to proceed.

SCOPE OF SERVICE EXCLUSIONS AND CLARIFICATIONS:

The following exclusions and clarifications shall apply unless explicitly provided for in the above scope of services:

- The Client shall pay all review fees, processing fees, development fees, impact fees, recordation fees and other fees that may be required by the municipalities and other agencies for the completion of this work. Fire hydrant flow tests, copying,



reproductions, deliveries, travel, photography, printing and overnight mailing costs will be billed as reimbursable expenses at cost plus 15%.

- Geotechnical reports, percolation tests, laboratory testing, Phase I and II Evaluations, Environmental Assessments, archeological and biological investigations and reports will not be provided. At the Architects and/or Clients request, EPS Group will solicit proposals from qualified firms and their behalf.
- Traffic impact analysis, traffic impact statements, trip generations statements and/or parking analysis is not included.
- Analysis of offsite drainage is not included.
- Topographic surveys, boundary surveys, ALTA/ACSM Land Title Survey, lot combinations, final plats, legal descriptions or any other survey are not included.
- Hardscape, landscaping, planting, sprinkler or flood irrigation plans are not included.
- Dry utility coordination (including gas, electrical, telecommunications, fiber optics, etc.) is not included.
- Traffic signal, street lighting or open space electrical plans are not included.
- Construction staking, construction management, inspection and/or certifications are not included.
- Revisions to the improvement plans during the construction phase, to correct errors or oversights made by EPS Group are included. Revisions to the improvement plans for any other reasons are not included and will be billed on a time and materials basis. Additionally, redesign of previously approved work, major revisions to the site and/or expansion of scope of work are not included.
- Preliminary Jurisdiction Delineations, Construction Notifications or 404 permitting with the Corps of Engineers are not included.
- Obtaining a Notice of Intent (NOI) from the Arizona Department of Environmental Quality (ADEQ) is not included.
- Engineer of record services, including obtaining an Approval of Construction from MCESD, City of Phoenix or ADEQ is not included.

EPS Group is dedicated to providing quality service and communication. If you should have any questions concerning this proposal, please do not hesitate to call me.

Respectfully,



Daniel Auxier, P.E.
Principal

APPROVED BY:

By _____

Title _____
Date _____

Enclosures: EPS Group Standard Terms & Conditions
Standard Billing Rate and Fee Schedule





TERMS AND CONDITIONS OF AGREEMENT

1. **TERMS OF AGREEMENT:** Completion of all work indicated in contract amounts mentioned in this agreement are valid for one year from the date of execution of this Agreement. Because of inflation and resultant cost increases, EPS Group Inc., Engineers, Planners & Surveyors (EPS Group) reserves the right to review the remaining contract amounts at the end of the one year period and negotiate possible cost adjustments to this Agreement. Fee proposals are valid for 30 days from date of submittal and are also subject to adjustments should the proposal not be accepted within the 30 days.
2. **OWNERSHIP OF DOCUMENTS:** All drawings, exhibits, reports and other original documents, including electronic files of such documents, as instruments of service are and shall remain the property of EPS Group except where by law or precedent these documents become public property; Client shall not use such items on other projects without EPS Group's prior written consent. As long as the client is not in default on any of the terms of this agreement, EPS Group will provide copies and/or electronic files to the Client and/or his agents (with Client's approval). Client shall be responsible for any materials cost and/or additional labor costs associated with providing these copies or files. Client also acknowledges that electronic files are subject to the following disclaimer:

"Notice to Recipients of Electronic Files from EPS Group, Inc.: All electronic files are for recipient's use only and all files are subject to revisions. EPS Group makes no guarantees nor warrants the accuracy or completeness of any of the information contained in these files, as recipients should verify all information with actual sealed and signed documents. It shall also be the responsibility of recipients to obtain any future updates from EPS Group, Inc."
3. **DELAYS:** Any delay or default in the performance of any obligation of EPS Group under this Agreement caused directly or indirectly by labor difficulties, accidents, acts of God, materials shortages, power or transportation problems, failure of Client or Client's agents to furnish information or to approve or disapprove EPS Group's work or any other cause beyond EPS Group's reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such events shall suspend the obligations of EPS Group as long as performance is delayed or prevented thereby.
4. **LIABILITY:** EPS Group makes no representation of warranty, either expressed or implied, as to its findings, recommendations, specifications or professional advice provided hereunder, except that the same will be promulgated and prepared in accordance with the local standards of the profession. EPS Group agrees to be responsible for its own or its employees' negligent acts, errors or omissions, which shall be limited to EPS Group's fee for the work and is regarded as fair and negotiated.



5. **INDEMNIFICATIONS:** Client shall indemnify, defend and hold EPS Group harmless from any and all cost, expense claim, damage or liability of any nature arising from: (a) soils conditions; (b) changes to or deviations from plans or specifications made by Client or others; (c) use by Client or others of plans, surveys or drawings unsigned by EPS Group registrants or for using signed plans for any purpose other than the specific purpose for which they were intended; (d) job site conditions and performance of work on the project; (e) inaccuracy of data or information supplied by the Client and/or the Client's Consultants; (f) cost figures or quantities used in connection with maps, plans, specifications or drawings (See Item #9); (g) onsite construction review, construction certifications and/or completion of quality of performance of contracts by the construction contractor or other third parties, unless otherwise specifically indicated in the scope of services; and (h) accuracy of estimated areas, unless such areas are provided on sealed final plats and/or other legal documents.
6. **CLIENT'S CONSULTANTS:** It is understood and agreed that the Client/Owner shall contract directly with other design professionals for other services, unless it is clear in the scope of services that those services are to be provided by EPS Group. The client agrees that EPS Group shall have no responsibility or liability for any portion of the project designed by the Client's other consultants. EPS Group shall not be required to check or verify other consultants' documents and shall be entitled to rely on the accuracy and completeness thereof, as well as the compliance of such documents with applicable laws, codes, statutes, ordinances and regulations.
7. **MEDIATION/ARBITRATION/LEGAL COSTS:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be first submitted to non-binding mediation unless the parties mutually agree otherwise. In the event mediation fails to resolve the conflict or dispute, both parties may agree to submit the conflict or dispute to arbitration in accordance with the rules of the American Arbitration Association then in effect; Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amounts payable hereunder, then all costs and expenses of litigation and collections, including and without limitation: witness fees, court costs and attorney's fees (including such costs and fees on appeal), shall be paid to the prevailing party up to a maximum of \$20,000.
8. **ASSIGNMENTS/WAIVERS:** Neither Client nor EPS Group shall assign any interest in this Agreement without the prior written consent of the other, but EPS Group may subcontract outside labor assistance for any portion of the work to be performed hereunder without such consent. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto. This Agreement constitutes the entire agreement between the parties hereto on the subject hereof, unless amended by a separate signed agreement between both parties hereafter. One or more waivers of any term, condition or covenant by either of the parties hereto shall not be construed as a waiver of a subsequent breach of the same or any other term, condition or covenant. It is the intention of the parties that the laws of the State of Arizona shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereunder.



9. **ESTIMATION OF QUANTITIES AND COSTS:** All estimates of quantities and costs provided by EPS Group are only a best judgment of those quantities and costs. EPS Group does not warrant or guarantee any quantity or cost estimations, as such items are subject to variations caused by construction methods, variances in materials and equipment, inflation, competitive bidding methods and market conditions. Earthwork quantities in particular are subject to variables that are beyond the engineer's control, including: topographic survey methods and accuracy, shrink/swell percentages, clearing/grubbing methods, actual degrees of compaction, accuracy of actual grades, accuracy of staking and methods of earthwork moving.
10. **CHANGES, REVISIONS, EXTRA WORK:** Any services agreed to be performed by EPS Group at the request of client in addition to those set forth herein shall be paid for by Client as extra work. Such extra work shall include, but not be limited to additional office or survey field work caused by policy or procedural changes of governmental agencies, additions to the scope of work and/or revisions to layouts requested by the client and/or his consultants after work has commenced and/or to modify documents to lower clients cost due to client budget constraints. All extra services are to be billed as indicated in written addendums or change orders as fixed fees or on an hourly basis in accordance with EPS Group's prevailing time and material rates. Verbal authorizations from the client for extra services or work effort are only acceptable when the value is minimal and is acceptable to the EPS Group Project Manager and/or Principal in charge. Client shall indicate in writing to EPS Group that any extra work efforts are to be agreed in writing prior to commencing with such work if so desired.
11. **PAYMENT FOR SERVICES:**
- a. Statements will be issued at the end of each month, are due and payable upon receipt and are delinquent thirty (30) days after date on initial statement. EPS Group reserves the right to terminate this Agreement or suspend all work for said Client until the default is cured.
 - b. Client shall pay the cost for all reimbursable items such as governmental fees, permits, title company charges, delivery charges, toll telephone calls, plots, transferring of electronic data, reproductions and any other incidental charges and expenses not specifically covered by the terms of this Agreement at EPS Group's cost plus 15%.
 - c. Client shall promptly review invoices and notify the EPS Group Project Manager of any objections thereto. Absent such objection in writing within ten (10) working days of the date of the invoice, the invoice shall be deemed proper and acceptable. Use of back charges by the client against EPS Group's invoicing shall not occur without prior written approval of an EPS Group principal. In the event Client disputes any portion of an invoice, Client shall pay all undisputed portions of the invoice.
 - d. If statements are not paid in full prior to delinquency, Client may be charged a late charge on the unpaid amount at the rate of two percent (2%) per month from the delinquency date. All payment received shall first be credited to payment of late charges and then to the principal balance. EPS reserves the right to suspend services for non-payment and shall have no liability to Client because of such service suspension.



e. EPS Group may subscribe to a collection agency and any and all accounts unpaid beyond ninety (90) days due may be referred for collection unless specific agreements are made otherwise. All fees, expenses and other costs of collection will be added to the amount due at the end of ninety (90) days that are at the prevailing rates of the agency at the time of referral, including accumulated interest as stated in the Paragraph above.

Client

Signature

Name

Date

Rev: 09-27-16





2017 Standard Billing Rate and Fee Schedule

Position	Hourly Rate	Position	Hourly Rate
Administrative Assistant	\$ 55.00	Traffic Analyst	\$ 95.00
Administrative Assistant II	\$ 75.00	Traffic Engineer	\$ 130.00
Administrative Assistant II	\$ 95.00	Senior Traffic Engineer	\$ 140.00
CAD Tech I	\$ 75.00	Senior Traffic Engineer I	\$ 165.00
CAD Tech II	\$ 85.00		
CAD Tech III	\$ 95.00	Planner/Landscape Designer	\$ 70.00
Design Tech	\$ 65.00	Planner/Landscape Designer	\$ 80.00
Design Tech I	\$ 75.00	Planner/Landscape Designer I	\$ 90.00
Design Tech II	\$ 85.00	Project Planner/Landscape Architect	\$ 120.00
Design Tech III	\$ 95.00	Senior Planner/Senior Landscape Architect	\$ 120.00
Design Tech IV	\$ 105.00	Senior Planning Project Manager	\$ 140.00
Design Engineer	\$ 110.00	Director of Landscape Architecture	\$ 140.00
Design Engineer II	\$ 125.00	Director of Planning/Landscape Architecture	\$ 150.00
Design Engineer II	\$ 135.00		
Construction Inspector	\$ 70.00	Survey Tech I	\$ 70.00
Construction Inspector I	\$ 90.00	Field Technician	\$ 70.00
Construction Inspector II	\$ 105.00	Survey Tech II	\$ 75.00
Construction Manager - Engineering	\$ 160.00	Survey Tech III	\$ 90.00
Construction Administration - Engineering	\$ 60.00	Project Surveyor	\$ 110.00
Sr. Plans Examiner	\$ 125.00	3-D Scanning Tech	\$ 125.00
Project Engineer	\$ 135.00	Laser Scanner Operator	\$ 150.00
Project Engineer	\$ 140.00	Legal Survey Manager	\$ 140.00
Project Manager - Engineering	\$ 145.00	Legal Survey Manager II	\$ 170.00
Project Manager - Engineering	\$ 155.00	Construction Survey Manager	\$ 135.00
Project Manager II - Engineering	\$ 155.00	1-Man Survey Crew	\$ 90.00
Project Manager II - Engineering	\$ 160.00	2-Man Survey Crew	\$ 140.00
Sr. Project Manager - Engineering	\$ 160.00	3-Man Survey Crew	\$ 170.00
Department Manager I	\$ 180.00	Expert Witness	\$ 200.00
Department Manager II	\$ 190.00		
Principal	\$ 240.00	Construction Manager - Construction Management	\$ 160.00
		Construction Project Manager - CM	\$ 135.00
		Construction Coordinator - Construction Management	\$ 70.00
Deliveries/ Messenger	\$ 25.00 /hour		
8" x 11" or 11" x 17" Copies	\$ 0.15 /sheet		
11" x 17" Color Plots	\$ 4.75 Sq ft. or 6.20 each		
24" x 36" Mylar/Color Plots	\$ 15.00 /sheet		
24" x 36" Black/White Bond Plots	\$ 1.00 /sheet		
36" x 84" Color Plots	\$ 4.75 Sq ft./sheet		
36" x 192" Color Plots	\$ 4.75 Sq ft.		

Rev 4/13/2017



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

December 19, 2017

REVISED: 01/05/18

Michael C. Braun, AIA, LEED AP
Vice President
DWL Architects + Planners, Inc.
2333 N. Central Avenue
Phoenix, Arizona 85004

Re: Town of Paradise Valley - Town Complex Remodel
Scope and Fee Proposal - Landscape Architectural Services

Dear Michael,

Based on our conversation yesterday, I have revised our proposal. To achieve the targeted fee, it is anticipated that the landscape architectural services on the project has been significantly reduced and that there no landscape architectural services associated with the project's "1.0 Initiation Phase and 2.0 Schematic Design." The scope of both the hardscape and landscape has been reduced to minimal "restoration" improvements around the buildings with no additional site programming. Also, I have revised our coordination meetings to one (1) progress review meeting during design development and removed the two coordination meetings with the Town of Paradise Valley. All illustrative graphics and narrative tasks have been removed. There will only be only one (1) site visit during post design services to review the hardscape, landscape, and irrigation at Substantial Completion.

Logan Simpson is pleased to submit a scope and fee proposal for landscape architectural services for the Town of Paradise Valley - Town Complex Remodel. Our general understanding of the scope is that Logan Simpson will provide landscape architectural services (hardscape – between the curb/gutter and buildings, landscape and irrigation) from the schematic design through final 100% Town of Paradise Valley permit/bid document submittal.

We have enclosed the following requested information:

1. Exhibit 'A' - Scope and Fee Proposal
2. Exhibit 'B' - Proposed Fee Breakdown by Personnel and Tasks

We propose to complete the design and post design tasks outlined in the scope for time and materials not-to-exceed basis which includes both labor and general expenses.

Please contact me if you wish to discuss this proposal or require any additional information.

Respectfully,

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

Wayne Colebank, PLA
Vice President/Principal Landscape Architect
WColebank@logansimpson.com

**TOWN OF PARADISE VALLEY - TOWN COMPLEX REMODEL
REQUEST FOR SCOPE AND FEE PROPOSAL - LANDSCAPE ARCHITECTURAL SERVICES**

EXHIBIT 'A'

PROJECT DESCRIPTION

The Town of Paradise Valley Town Hall Complex is located at 6401 East Lincoln Drive and 6433 East Lincoln Drive. The complex includes three (3) main structures - Town Hall (TH), Engineering/Public Works (PW), and the Police Department Building (PD). For this project, the Town of Paradise Valley will be implementing the recommended improvements that were addressed in the "Space Needs Assessment" developed in 2016. The goals of the assessment were to analyze the Town Hall Complex for both current and the next 10-20 years, to understand the space requirements to conduct the same operations but at potentially a larger scale and with greater accumulation of records.

Based on the report, the hardscape and landscape scope of work will be minimal with restoration improvements around the existing buildings and no additional programming (i.e. seating/dining patio areas, educational/art work display area, demonstration gardens).

There are no off-site improvements associated with the project. The design and construction budget of the project is approximately \$3.51 million. It is anticipated that the construction of the project will be completed through a Construction Management at Risk (CMAR) process.

The Owner of the project is the Town of Paradise Valley (TPV). Logan Simpson will be contracted with the prime design consultant, DWL Architects (DWL). DWL will be responsible for providing Logan Simpson with updates to base information and services on a regular basis; including architectural illustrations and plans, updated engineering plans showing proposed street and parking areas, vertical and horizontal controls for site elements, structures, on-site utilities, site lighting, and any other engineering data (i.e. topographic and Alta survey, flood plains, geotechnical report, fire flow testing, etc.). DWL and/or other design team members will be responsible for any permit fees and submittals to the TPV. All drawings will be developed in BIM and/or AutoCAD 2015.

Logan Simpson will be responsible for the landscape architectural design (hardscape – site features between the curb/gutter and buildings, landscape and irrigation) from the Design Development (DD) phase and through the final 100% Construction Document (CD) TPV Permit submittal. It is anticipated that there will be no landscape architectural services associated with the project's "1.0 Initiation Phase and Schematic Design."

SCOPE OF SERVICES BY TASK AND PROJECT DOCUMENTATION

Logan Simpson proposed scope of services is based on the conceptual building programming within the "Space Need Assessment" developed in 2016. It is anticipated that Logan Simpson will begin their work at the Project Initiation/Review phase to submit to understand the goals and needs of the site improvements with the TPV stakeholders. The following tasks are anticipated to be completed by July 2018.

Project Due-Diligence and Site Visit (1) - Logan Simpson will review both the TPV's requirements and standards applicable to the project. During the schematic design phase, Logan Simpson will walk the existing complex with the project stakeholders to review the goals and vision (i.e. site furnishings, wayfinding signage, landscape theme, maintenance, and water management) of the hardscape, landscape, and irrigation.

Progress/Coordination Meeting (1) - Logan Simpson will participate in project coordination meetings to review the status of the project, collaborate on the design, coordinate with other project disciplines, and discuss project action items and schedule. It is anticipated that there will be two (1) meeting during the design development phase of the project and that the meeting will be held at DWL's office in Phoenix.

Hardscape Design and Construction Documents - As part of the DD phase, Logan Simpson will review the collaborate with the project team and provide input on overall site sustainability and low impact design (LID)

techniques that may be incorporated into the restoration areas, as well as overall aesthetics that will assist the project in meeting its established goals, needs, and requirements.

Based on the approved site plan, Logan Simpson will prepare the final hardscape (beyond curb and gutter) for within the project. The hardscape design will focus on pedestrian connectivity (i.e. walkways and building entries) for the TH, PW, and PD building. The design team's civil engineer will be responsible for final design of the hardscape to meet American's with Disabilities Act (ADA) compliance, including steps, ramps, and railings. Also, the design team's civil engineer will be responsible for all design items related to vehicular circulation and off-site parking (i.e. traffic related signage and striping, security bollards, curbs, entry aprons, trash enclosures, truck docks, etc.) and building/site equipment/utility pads.

Logan Simpson will generate the hardscape paving (color, texture, and materials), and site furnishings (i.e. benches, trash receptacles, pre-cast planters, etc.) layout and schedule for the project. As part of the DD phase, Logan Simpson will provide input on the design aesthetics for site fences/walls, gates, and security features which may be part of the site development. We anticipate the final design and construction details for any security and equipment/utility pad enclosure fencing and gates with hardware will be completed by DWL and/or other design team members.

During the construction document phase, the hardscape construction documents will utilize the civil engineer's base file to geo-reference fixed control points for staking the location of paving, walls, and other programmed components. The materials, finishes, dimensions, and implementation details of the hardscape will be identified and detailed on the plan. All horizontal locations and vertical elevations of the hardscape will be established by the team's civil engineer.

Landscape Design and Construction Documents - During the DD Phase, Logan Simpson will prepare a conceptual landscape design for the restoration areas of the project. The approach will be to develop a cohesive environment with plant material that is contextual to the surrounding environment, aesthetically pleasing, seasonally colorful, and sustainable in a low desert environment. The final landscape plan will identify the final locations of inert groundcover and vegetation, including the location of contractor-supplied plant materials. The plan will also include a complete plant key, materials schedule, and quantities. Logan Simpson will provide installation details for all landscape components.

Irrigation Design and Construction Documents - During the CD phase, Logan Simpson will prepare an irrigation plan for landscape improvements. It is anticipated that the new irrigation drip system will be connected to the existing irrigation system on the Town Complex. The irrigation plans will identify all necessary piping and equipment required for a fully functioning irrigation system. In addition, the irrigation plans will identify all necessary electrical wiring details and diagrams for the system to operate. The irrigation system (water meter, backflow device, valves, etc.) will be sized and the irrigation piping will be broken down by schedule and size. Logan Simpson will provide installation details for all irrigation components.

Preliminary Construction Estimate, Technical Specifications, and Quality Control Review - Logan Simpson will prepare a preliminary estimate of probable cost of construction for the hardscape, landscape, and irrigation. The components will be itemized and quantified with unit prices. Logan Simpson will prepare specifications for all hardscape, landscape, and irrigation components shown on their plans. The specifications will be provided in MS Word, using the design team and/or TPC's standard format. Also at each submittal phase, Logan Simpson will complete the project's quality control review and document all internal comments from the Principal and Project Manager.

SCOPE OF DESIGN SERVICES BY PHASES (LUMP SUM)

At each stage of design, Logan Simpson will submit documents electronically (PDFs) to DWL for issuance to the design team, project stakeholder, and TPV permit reviews. Logan Simpson will incorporate and address all received review comments accordingly.

Tasks 3.0 Design Development - DD (60% Submittal)

- Project Due Diligence and Site Visit (1)
- Participate in Project Coordination Meeting (1)
- Revise and develop DD Hardscape and Landscape (per Project Stakeholder Comments)
- Prepare Outline for Technical Specifications and Preliminary Cost Estimate
- Provide Project Quality Control Review on Documents

Tasks 4.0 Construction Document - CD (90% submittal - initial TPV Permit Submittal)

- Prepare Plan, Specification, and Technical Specifications (comply with TPV Permit Plan Approval)
- Provide Project Quality Control Review on Documents

Tasks 5.0 Construction Document - CD (Sealed 100% GMP submittal and Final TPV Permit Submittal)

- Finalize 100% Construction Documents (plans shall comply with TPV Permit)
- Provide Project Quality Control Review on Documents

POST DESIGN SERVICES (TIME AND MATERIALS NOT-TO-EXCEED)

TASKS 6.0 BID ASSISTANCE

Logan Simpson will assist project team and CMAR with securing bids or proposals from local landscape and irrigation subcontractors. Logan Simpson will be available to accept subcontractor phone calls/e-mails during the bidding process, and answer questions that help the project team clarify the construction document contents; all of which will be made part of the project record and shared with the team accordingly. If required, Logan Simpson will prepare and issue addenda to further clarify items during the bidding process.

TASKS 7.0 POST DESIGN – LIMITED CONSTRUCTION OBSERVATION

In-office Services during Construction - Logan Simpson will review and approve hardscape materials, landscape, and irrigation submittals from the contractor. Logan Simpson will also respond to RFI's regarding hardscape, landscape and irrigation issues.

Substantial Completion Walkthrough - At the end of landscape construction, Logan Simpson will coordinate with the contractor to schedule a substantial completion walkthrough of the hardscape, landscape, and irrigation. During this walkthrough a punch list will be created, if needed, of items that need to be corrected.

PROPOSED FEE:

Logan Simpson proposes to complete the work described above for a total fee of **\$7,500.00**. Direct reimbursable expenses (printing and mileage) are part of the fee. For additional information regarding the proposed fee, please see the attached Exhibit 'B' for a breakdown of fee line items; showing personnel, rates, and hours associated with each task.

ADDITIONAL SERVICES

Logan Simpson will provide project-related services in addition to those identified above if requested in writing by DWL. Such services shall be considered additional services. Logan Simpson's fees for additional services shall be based on an amendment to this agreement and/or on the firm's standard hourly rates. Expenses incurred in conjunction with the provision of additional services shall be reimbursed at cost.

**ASSUMPTIONS:**

Specifically excluded from Logan Simpson's scope of services are any professional design services required by statute or regulation to be performed by other professionals such as architect, civil, electrical, structural or geotechnical engineer (e.g. buildings, earthwork, piped drainage systems, etc.). Also excluded is the generation of any special studies, reports, calculations, or documents, and other items as listed below:

- Project Initiation and Schematic Design Tasks
- Additional hardscape programming (i.e. seating/dining patio areas, educational/art work display area, demonstration gardens)
- Landscape improvements beyond restoration areas around the buildings
- Revit landscape and irrigation integration with the Building Model
- Project LEED Accreditation
- Shade Structures or Shade Sails
- Custom Wayfinding and Monument Sign
- Water Features
- Rain Capture Systems connected to Irrigation System
- Rooftop Gardens
- Hardscape/Landscape Accent Lighting
- CMAR Coordination Meetings
- Value Engineering
- Post Design – Nursery Visits and Site Visits during Construction
- Post Construction Services (i.e. As-Built/Record Drawings and Operation/Maintenance Manuals)

Logan Simpson Design Inc. Terms & Conditions

The services to be performed shall begin upon receipt by the Subconsultant (Logan Simpson Inc.) of a written "Notice to Proceed" from the Consultant (DWL Architects Incorporated)

Invoices for services provided will be submitted to the Consultant on a monthly basis. For satisfactory performance of services, the Consultant shall pay to the Subconsultant the invoiced amount within 30 days of the invoice date. In the event of a dispute over a portion of the invoice, the Consultant will pay the undisputed portion on time and may withhold payment equal to the disputed portion until the dispute is resolved.

This Agreement may not be assigned or subcontracted, in whole or part, without the prior written consent of the Consultant. Subconsultant may not change the project personnel designated in its proposal for this project without Consultant's prior approval. Approval by the Consultant of any personnel or subcontractor shall not relieve the Subconsultant of its liability or responsibility for the proper performance of the work under this Agreement.

All work performed by the Subconsultant shall be performed in a manner consistent with the standard of care of its profession and shall be subject to the quality inspection and approval by the Consultant, but such approval shall not relieve the Subconsultant of responsibility for the proper and timely performance of the work. The Subconsultant shall provide sufficient, safe and proper facilities for such inspection of the work and shall furnish all information concerning the work and grant the Consultant's duly authorized representatives free access at all reasonable times to the Subconsultant's facilities where the work under the Agreement is to be performed.

The Consultant shall have the right, at any time prior to completion of the work, to direct changes in this Agreement, including but not limited to changes in the Scope of Work. If the change causes an increase or decrease in the cost of, or the time required for the Subconsultant's performance under this Agreement, the Subconsultant shall submit to the Consultant a request for adjustment. If an adjustment to Subconsultant's time or cost is justified, the Consultant will issue an addendum to this Agreement. Method of Payment for Additional Services will be established by Addendum to this Agreement. No payment will be made for Additional Services not authorized by the Consultant.

The Consultant shall have the right at any time to terminate this Agreement, in whole or in part, by written notice to the Subconsultant. Upon receipt of this notice the Subconsultant shall immediately discontinue performance, will not place any further orders, and will promptly cancel all orders to subcontractors.

In the event of termination for convenience, the Consultant shall pay the Subconsultant for all work performed and accepted by the Consultant prior to termination plus reasonable termination costs and expenses. However, in no event shall the Consultant be obligated to pay more than the Agreement value less any previously paid funds.

In the event of termination for cause, wherein the Subconsultant has failed to perform any of its obligations or provide the Consultant assurance of adequate performance within ten (10) working days after written request by the Consultant for such assurances, the Consultant may, but is not thereby obligated to do so, undertake any one or more of the following actions:

- declare the Subconsultant to be in default;
- cancel this Agreement in whole or in part;
- withhold payment of any further funds which may be due the Subconsultant until the default is corrected;
- pursue any and all other remedies afforded by law.

To the fullest extent permitted by law, Subconsultant shall defend, indemnify and hold harmless the Consultant and its officers, agents, and employees from and against all claims, demands, suits, loss, damage, injury, and liability including any and all costs and expenses, including attorney fees; incurred in connection therewith, resulting from or arising out of the negligent acts, errors or omissions of Subconsultant, its subcontractors, or anyone else for whom Subconsultant is legally responsible, in the performance of Subconsultant's services under this Agreement. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless the Subconsultant and its officers, agents, and employees from and against all claims, demands, suits, loss, damage, injury, and liability including any and all costs and expenses, including attorney fees; incurred in connection therewith, resulting from or arising out of the negligent acts, errors or omissions of Consultant, its agents, or anyone else for whom Consultant is legally responsible, in the performance of Consultant's obligations under this Agreement. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

Unless otherwise required in this Agreement, Subconsultant shall, prior to commencing any work under this Agreement and during the performance of the work, maintain unimpaired limits of insurance in the following types and amounts: automobile, \$1,000,000 per event; general and professional liability, \$1,000,000 per occurrence/\$2,000,000 aggregate; and worker's compensation at statutory limits required in the state of work.

In no event will Subconsultant and its officers, directors, employees, agents, or stockholders be liable to Consultant for any incidental, indirect, special, consequential or punitive damages or lost profits of the Consultant. The aggregate total liability of Subconsultant, its officers, directors, employees, agents, or stockholders to Consultant arising from or related to Consultant's engagement of Subconsultant, whether in contract, breach of warranty, tort or otherwise, shall not exceed the greater of the recoveries from insurance provided, or, if none, an amount equivalent to the fee paid by the Consultant to the Subconsultant in connection with the project giving rise to the dispute. Subconsultant's liability policies shall provide, or be endorsed to provide, standard ISO separation of insured protection.

Subconsultant's insurance required under this Agreement shall be primary and non-contributory to any insurance available to Consultant. Subconsultant's policies shall not be endorsed or modified to make them excess over other available insurance; alternatively, if Subconsultant's insurance states that it is

excess or pro rata, the policy shall be endorsed to be primary with respect to additional insureds. Subconsultant's insurance shall not be endorsed or modified to limit the scope of coverage for pollution or employment-related practices.

Prior to commencing performance of the work, the Subconsultant shall furnish the Consultant with Certificates of Insurance as evidence of the required insurance.

Subconsultant shall require its subcontractors to indemnify Consultant on the terms required by this Agreement and to name Consultant an additional insured on any insurance coverage for which Subconsultant is required under this Agreement to name Consultant an additional insured. Consultant shall be named as an additional insured on general and automobile liability coverages.

The Subconsultant is an independent contractor, is responsible for the means and methods used in performing the Subconsultant's services, and shall not be regarded as an employee, agent or partner of the Consultant.

No public releases (including news releases and advertising) relating to this Agreement or the work hereunder shall be issued by the Subconsultant without the prior written approval of the Consultant.

All drawings, specifications, reports, information, or data prepared by or furnished to the Subconsultant in connection with any or all work to be performed under this Agreement shall be the property of the Consultant. Subconsultant shall have no liability for any claim, liability, or cost arising out of any unauthorized reuse or modification of any Subconsultant prepared documents without the written authorization of Subconsultant.

Claims, disputes or other matters in question between the Consultant and Subconsultant arising out of or relating to this Agreement or breach thereof, in which the amount in dispute is equal to or less than Fifty thousand dollars (\$50,000), shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

The prevailing party in any arbitration or legal action between the parties to this action shall be entitled to recover a reasonable sum in compensation of its attorneys' fees and all costs incurred in such action. The determination of the prevailing party and the amount of compensation to be awarded to that party shall be made by the judge or arbitrator who decides the claim, dispute or other matter. Interest shall also accrue and be payable on all liquidated, non-contingent sums at the highest rate permitted by law from the date such sums became due and payable.

This Agreement constitutes the whole Agreement between parties with respect to the subject matter it contains and there are no terms other than those, which it contains. No modification or amendment of the Agreement shall be valid unless in writing and signed by the Consultant and the Subconsultant named in this Agreement.


Except for payment of sums due, neither party shall be liable to the other not deemed in default under this Agreement if and to the extent that such party's performance of the Agreement is prevented by reason of force majeure, which includes acts of God, acts of a public enemy, war, riots, civil disorders, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated hereby.

This Agreement, and any claim or dispute between the parties to this Agreement, shall be governed by the laws of the State of Arizona.

ACCEPTANCE

Mr. Braun please acknowledge your acceptance of this proposal by signing the attached copy and returning it to my attention at the address on the above letterhead. We look forward to working with you on this project.



Wayne Colebank, Logan Simpson

01/05/18

Date

Michael Braun, DWL Architects

Date



LOGAN SIMPSON

Town of Paradise Valley - Town Complex Remodel

Request for Proposal - Landscape Architectural Services

Fee Breakdown

REVISED 1/5/2018

EXHIBIT 'B'

TASK	DESCRIPTION	Logan Simpson	Logan Simpson	Logan Simpson	Logan Simpson	TOTAL HOURS	TOTAL LABOR COST
		Project Principal/LA	Sr. Project Manager	Designer Designer II	Irrigation Designer III		
3.0	DESIGN - Design Development - DD (60% Submittal) - TMNTE						\$1,785
	Project Due Diligence and Site Visit		2			2	\$270
	Participate in Progress/Coordination Meetings (1)		1	1		2	\$210
	Revise and Prepare DD Hardscape and Landscape Plan		4	12		16	\$1,440
	Prepare Outline for Technical Specification and Preliminary Cost Estimate		1	1		2	\$210
	Provide Project Quality Control Review on Internal Documents		1			1	\$135
4.0	DESIGN - Construction Documents - CD (90% Submittal/initial TPV Permit) - TMNTE						\$2,595
	Prepare 90% Hardscape Construction Documents including Technical Specs and Cost Estimate		2	8		10	\$870
	Prepare 90% Landscape Construction Documents including Technical Specs and Cost Estimate		2	6		8	\$720
	Prepare 90% Irrigation Construction Documents including Technical Specs and Cost Estimate			1	4	5	\$483
	Provide Project Quality Control Review on Internal Documents	1	2			3	\$522
5.0	DESIGN - Construction Documents (100% Submittal and TPV Permit Submittal) - TMNTE						\$1,515
	Prepare 100% Construction Documents (plans shall comply with TPV Permit)		2	6	4	12	\$1,128
	Provide Project Quality Control Review on Internal Documents	1	1			2	\$387
6.0	POST DESIGN SERVICES - Bid Assistance - TMNTE						\$285
	Bid Assistance		1	2		3	\$285
7.0	POST DESIGN SERVICES - Construction Administration - TMNTE						\$1,155
	In-House CA Services		4	1		5	\$615
	Project Completion (Substantial Completion Review, Final Punch List Generation)		4			4	\$540
	ESTIMATED HOURS	2	27	38	8	63	
	DIRECT HOURLY RATE	\$252.00	\$135.00	\$75.00	\$102.00		
	LABOR COST	\$505.00	\$3,646.00	\$2,850.00	\$816.00		
						DIRECT LABOR COST	\$7,335
						Mileage \$	165
						DIRECT EXPENSE COST	\$ 165
						TOTAL FEE	\$ 7,500



McClaren, Wilson & Lawrie, Inc.

8705 North Central Avenue

Phoenix, AZ 85020

(602) 331-4141

(602) 943-5018

wilson@mwlarchitects.com

January 5, 2018

Michael Braun, AIA – Vice President
DWL Architects + Planners, Inc.
2333 N. Central Avenue
Phoenix, AZ 85004

**Re: Paradise Valley Police Department Firing Range and Training
Facilities Renovation and Expansion**

Consultant Planning and Design Services

Dear Mr. Braun,

McClaren, Wilson & Lawrie Architects (MWL) enthusiastically provides our proposal for design services, for the above referenced project. MWL's focus, since the firm's inception, has been planning and designing public safety architecture, similar to the above referenced project.

Our proposal is comprised of the following tasks and associated fees:

- Project Initiation / Data Gathering / Team Coord. Services: (Fee - \$4,000)
MWL will coordinate with DWL, evaluate existing owner provided documents, and participate in data gathering Kickoff meeting and user group workshop/meeting. MWL will coordinate with the design team in preparation of conceptual development.

- Conceptual Options / Schematic Development: (Fee - \$22,000)
MWL anticipates using Revit for conceptual and schematic design services, and will coordinate with DWL regarding any drawing standards and protocols. MWL will develop initial firing range conceptual options to allow client decision-making and final option to develop into the firing range interior schematic Revit model development, and attend client meeting with DWL. MWLs interior Schematic Revit model development (firing range only) anticipates: coordination with DWL exterior Revit model; floor plan, interior elevations, and firing range equipment representation as part of the interior Revit model development. MWL anticipates participating in 4 team progress meetings/video telcons, and weekly Revit coordination and model uploads to DWL. MWL will present the Schematic Design with DWL

- Design Development Services (Design Fee - \$16,000)
MWL will develop the firing range floor plans, interior elevations, section, and firing range equipment representation, as a part of the interior Revit model development, and coordinate with DWL (exterior Revit model), and provide input regarding specialty systems, products, schedules. MWL anticipates weekly Revit coordination and model uploads to DWL, and handoff of the interior Revit model during the design development phase. MWL anticipates attendance by telephone / video telephone call at 2 progress team meetings. MWL will present the firing range at Design Development with DWL.

- Construction Documents Services (Design Fee - \$15,000)
MWL will develop firing range details; firing range equipment specification; provide project progress review/markup (by hand or in Revit as applicable); and meet with the consultant team at 65% and 95% progress documents (DWL Office or video-teleconference as appropriate) or other similar

*Architecture for Public Safety
and the Forensic Sciences*

Arizona • Illinois • Virginia

www.mwlarchitects.com

progress points. The total team meetings (including 65% and 95% progress review meetings) anticipated is 2.

- Bidding Support / Construction Admin. Services (Design Fee - \$7,000)
MWL will review specialty submittals (firing range equipment submittals) from the contractor via DWL, answer specialty RFI's in conjunction with DWL, and coordinate with DWL by telephone and email pertaining to firing range specialty areas. MWL will attend 3 OAC progress review meetings and site visits; and 1 final OAC meeting and project punchlist review - providing notes to DWL for incorporation into their final punchlist.

- Additional Services (based on current hourly rates)
MWL will provide additional services as directed by DWL and as required for the project. MWL will provide additional services for a defined lump sum amount or on an hourly rate basis as desired).

- Project Reimbursable Expenses (actual MWL reimbursable expenses shall be invoiced against the established DWL project reimbursable expense budget)

Sincerely,

A handwritten signature in blue ink that reads "Dave Wilson". The signature is written in a cursive, flowing style. The "D" is large and loops around the "a", and the "W" is also large and loops around the "i". The "s" at the end is a simple, sweeping stroke.

Dave Wilson, RA, OAA, NCARB



David A Conant, FASA
K Anthony Hoover, FASA

Randal B Willis, P.E.

Kyle M Ridenour

19 December 2017
Revised 4 January 2018

Michael C. Braun, AIA, LEED AP
Vice President
DWL Architects + Planners, Inc.
2333 N. Central Avenue
Phoenix, AZ 85004

Subject: Revised Proposal for Acoustical Consulting Services
Paradise Valley Police Department Shooting Range
Paradise Valley, AZ
MCH Proposal 17-12-19R1

Dear Mike:

We thank you for the opportunity to develop this revised proposal on the project. The salient differences from the original proposal (following our discussion this morning) are underlined, for your convenience. We have taken the liberty of assuming a full formal proposal is not necessary at this time, so have crafted a somewhat informal version with modest description of scope suitable for refinement later, if deemed necessary.

We note the following caveats to attend the below-shown fees:

A. GENERAL & BACKGROUND:

1. Working with both DWL and MWL as well as the project HVAC engineers, MCH will provide recommendations to help ensure that suitably low noise levels are achieved both exterior to the building and the adjacent MILO room.
2. In the interest of clarity, we chronicle here some of the current conditions and constraints as we now understand them, and illustrate some of the questions and challenges within the image, below, derived from our very preliminary investigation.

We note that the applicable code section appears to be Article 10-7 of the Paradise Valley Town Code, Chapter 10, which indicates, in part:

TABLE 1
Limiting noise levels for stationary sources

TIME	MAXIMUM ALLOWABLE NOISE LEVEL dB (A)
7:00 a.m. to 10:00 p.m.	56
10:00 p.m. to 7:00 a.m. and on all Sundays and specified legal holidays	45

Table 1 sets forth the noise level limits for stationary sources, and it is unlawful to project a sound or noise, except those caused by motor vehicles, from one property into another in excess of the stated limits. All measurements of noise levels shall be made at the property line of the property on which said noise is generated or perceived, as appropriate, at an elevation of not less than four (4) feet above ground level.



Given the Code's indeterminate language (above), of immediate interest is to learn unequivocally, just as soon as possible, if we should be using the police facility's Property Line (to "protect", say, joggers on the south side of Lincoln, about 25ft away) or that of the residences to the north, about 157ft away. Related, it may well be that HVAC noise from the station already violates the PV Noise code at nearest residences. Even if it does not currently (or when HVAC is running in hot

weather), it appears we would need to examine not only new HVAC equipment, but the current HVAC noise contributions to neighboring properties. To do this, may require running existing HVAC equipment that may not “want” to be operated in the now cooler temperatures. Additionally, for the purposes of this proposal, we assume that the shooting range time of use will be restricted to 7am-10pm. Further, at this time, we will presume that the levels (dB) indicated are intended, as is the case for most environmental noise work, to represent “Slow” meter response.

B. SCHEDULE:

We anticipate a Project Schedule approximately as follows:

- Kickoff and Conceptual/Schematic Design (starts January 2018)
Kick-off meeting; develop vision and goals, identify key stakeholders, review needs and budget. Review Current Space Needs Assessment, Validate the Current/Future Operational Space Needs. Design Charrette, finalize program, public meeting(s), Develop Schematic design, Council presentation. Participate and support the Town during the procurement and selection of a Construction Manager at Risk.
- Design Development: Refine Options, Coordination with CM@R for phasing input and cost reduction, Town Review.
- 60% Construction Documents: CM@R Review/Comment, Trade Partner (Sub Contractor) Bidding; Quality Control Review; Final Town Review.
- 100% Construction Documents: Final Revisions, Document Submittal for Town and agency approval, GMP Finalization.
- Bidding / GMP Review: Review GMP Bids and overall package (late 2018)
- Construction Administration: RFIs, Submittals, Site Observations, Meetings

C. QUALIFICATIONS:

We invite you to review our Company Descriptive materials and resume of the undersigned as Principal-in-Charge, attached. We would also point out the following representative, comparable projects, within our experience:

Police Headquarters, Gilroy, CA
Police Headquarters, Clovis, CA
Chula Vista Police Headquarters, Chula Vista, CA
Police Headquarters, City of Anaheim, CA
Firing Range for Santa Ana Police Facility, Santa Ana, CA
Sheriff's Headquarters, San Bernardino, CA
Shooting Ranges (2) for Firing Line, Northridge, CA and Huntington Beach, CA
Shooting Range (within private residence), N. Scottsdale, AZ
Shooting Range (within private residence), Bel Aire, CA

D. SCOPE OF WORK

1. We propose the following specific work tasks:

- a. Attend one (1) out-of-office, Kickoff meeting with decision-making stakeholders and the design team, including, importantly, the HVAC engineers. At this meeting, we will want, at least, to learn the specific nature of weapons and ammunition expected in the range.
- b. Visit the site once in daytime only, to collect current, representative ambient noise levels to informally assess noise propagation characteristics. Again, this task presumes shooting range time of use will be restricted to 7am-10pm.
- c. Interface very early on and closely, with responsible parties at the Town of Paradise Valley to confirm the specific noise level requirements the project must meet, such as maximum impulse noise levels at whatever property line(s) they determine.
- d. Establish appropriate maximum design noise level criteria due to both HVAC and shooting range contributions in the MILO room. We anticipate that that active shooting range contributions should be undetectable as they could readily interfere with training there. If non-detectability is actually required in the MILO room (in the presence of an NC25-30 HVAC noise contribution there), expect substantially greater wall thickness (mass + airspace depth) than presently shown in the proposed plan (Exhibit A.2 by Corgan).
- e. Working with the design team, provide on-going and continually refining thru design phases, recommendations for shooting range wall and roof/ceiling constructions as well as HVAC design to mitigate shooting range noise level emissions to the outdoors and the MILO room to the criteria identified in the exercises above. Included, will be recommendations regarding sound-absorptive finishes and specifics of range design elements (traps, etc.). Recommendations will come in marked-up drawing and sketch form as well as brief letter reports as required.
- f. In addition to the meetings/site observations identified above, we will participate in up to three (3) web-based meetings or conference calls.
- g. *(Optional) We will return to the site at the time of substantial completion to measure representative noise levels due to shooting exercises, at the pre-identified sensitive property line and provide a brief report.*

2. Services Excluded:

- a. Value Engineering exercises or the like.
- b. Acoustical design attention to interior spaces other than the shooting range and MILO rooms proper.
- c. Detailed design of exterior noise barrier(s), if any, except in acoustical planning terms.
- d. Attendance at Town meetings with citizenry.

- e. Detailed drawings other than markups of work by others.
- f. Abundant communication with stakeholders and residents, including in-depth explanations, tutoring, etc. regarding our measurement and calculation procedures.
- g. Recrafting acoustical language within the Town's Noise Code.

E. AGREEMENTS and CONSULTING FEES

MCH professional fees are based on the number of hours worked on a project and our services and payment schedule are subject to the *MCH Standard Terms and Conditions*, enclosed. We have carefully considered the extent of services that this project deserves, balanced that with our experience with similar projects, and expect that we would not exceed the professional fee sum shown below. Fees only, are shown below. Reimbursable expenses are additional to fees and would be charged as incurred, at cost without markup.

	Design Phases	Commissioning Outdoor Measurement (<u>Optional</u>)
Acoustical Fees:	\$15,000	\$ T&M

We would not exceed the above-noted fee without your prior consent. If we meet your needs and expectation prior to exhausting this sum, the savings, of course, are yours. If we have missed the mark in any area of scope and/or fee, please apprise us right away. We can execute a contract with comparable terms and conditions, if required. Otherwise, unless this proposal appears sufficient, we would be pleased to recraft in a more formal form at your request.

AGREED TO MCH Proposal 17-12-19R1 with attached *MCH Standard Terms & Conditions*:
B0

For DWL Architects

Date

Sincerely yours,

McKAY CONANT HOOVER INC



David A. Conant, FASA
Principal

DAC:bh

Encl. MCH Standard Terms & Conditions

cc: Taylor Blaine / Arjun Shankar / Nancy Conant - MCH



STANDARD TERMS & CONDITIONS GOVERNING McKAY CONANT HOOVER INC PROFESSIONAL SERVICES

A. Work-Cost Agreements

1. McKay Conant Hoover Inc (MCH) will provide the type and scope of services described for the maximum fee stated. MCH will make every effort to hold reimbursable expenses within the budget stated, however MCH is not responsible for changes in the pricing structure of reimbursables such as services provided by others including airlines and mail carriers.
2. MCH reserves the right to request an increase in the maximum fee if the project's scope or schedule change or if the project does not progress in a straightforward and customary manner. A prompt response to such a request will be expected.

B. Charges

1. MCH will charge hourly fees according to this schedule: Principals, Associate Principals, Supervisory Consultants and Professional Affiliates \$95 to \$185, Senior Consultants \$85 to \$140, Associate Consultants, Consultants and Staff Assistants, \$60 to \$115. Time spent in travel during normal business hours will be charged as time worked. MCH reserves the right to change its hourly rates.
2. MCH will charge for expenses at cost plus 0%. Reimbursable expenses include travel, subsistence, printing, large format plotting, overnight mail, subconsultant services, special supplies or materials, telecommunications and instruments.
3. Invoicing will be monthly in our standard format. Upon request, MCH will create a different project-specific format one (1) time without charge. MCH reserves the right to charge for further changes, including back-changes and additional account handling, on a T&M basis.

C. Payments

Invoices will be submitted monthly and be payable in United States dollars within 60 days. Invoiced amounts unpaid after ninety (90) days beyond invoice date shall be grounds for MCH to stop project work and apprise the owner of same, without penalty, until the agreed payment schedule is resumed. Unpaid invoices older than 120 days are subject to interest charges at prevailing rates.

D. Insurance

MCH carries comprehensive general liability insurance with a limit of \$2,000,000 and worker's compensation insurance to the limits required by the State of California.

E. Liability

No warranties, express or implied, including the warranties of merchantability and fitness for a particular purpose, are made by MCH. MCH will not be liable for any special, incidental or consequential damages.

F. Unforeseen Circumstances

MCH will not be in default of its obligations to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, delays in delivery by vendors, or other consultants, and strikes or other labor disturbances.

G. Announcements

Use of MCH's name in any announcements concerning the project for which MCH's services are performed, for promotional or advertising purposes, or in litigation with third parties, will require the prior written approval of MCH.

H. Termination

Either party may terminate this agreement at any time by written notice of the other. Such notice is effective upon receipt. In the event of such termination, MCH will be paid in accordance with this agreement for the services rendered and expenses incurred or committed to prior to the effective date of notice of termination.

I. Ownership

Designs, ideas, concepts, calculations and documents developed during the course of the project will remain the property of MCH.

J. General

This agreement constitutes the entire agreement between parties with respect to the subject matter hereof and supercedes all prior agreements, whether oral or written, between the parties with respect to such subject matter. Different or additional terms contained in documents supplied by client shall not apply. This agreement may be modified only by written agreement of client and MCH and is binding upon their respective successors and assigns.

STC/MF/2017

Acoustics and Media Systems Consultants



MCH brings broad experience and unique expertise to all areas of design, measurement and analysis for Building Acoustics, Environmental Noise and Audiovisual Systems. Listed below are examples of the services we can provide for your projects. This list is not exhaustive (for example, we provide expert witness testimony, etc.), so please contact us if you seek experienced help with acoustical or A/V and media system matters not identified here. [Visit us at www.MCHinc.com](http://www.MCHinc.com).

ARCHITECTURAL ACOUSTICS

- Design of "high-end" performance, recording and listening spaces such as auditoriums, screening rooms, radio, television, film and sound-recording studios, video-conferencing facilities, meeting rooms and classrooms
- Address issues of reverberation and privacy in hotels, office buildings, performing arts facilities, residences, hospitals and universities

MEDIA SYSTEMS DESIGN & TELECOM

- Provide full range of services, from programming to full design and issue of biddable Construction Documents for Audiovisual Systems, Telecom and Security Access Control
- Design and provide cost guidelines for sound reinforcement and audiovisual installations in theaters, stadiums, schools, universities, office buildings, airports, video conference rooms and other multi-purpose rooms

NOISE AND VIBRATION CONTROL

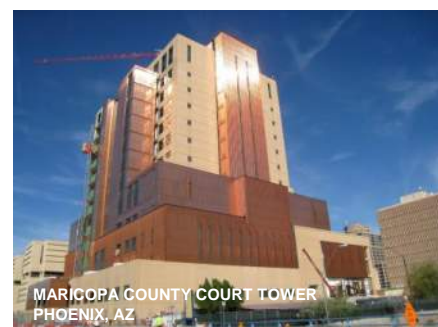
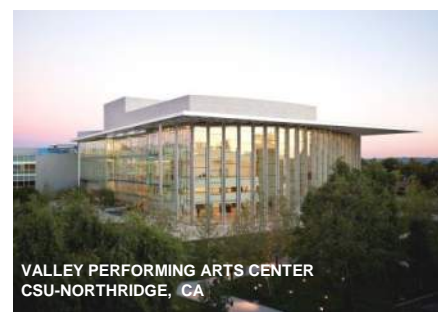
- Design of noise and vibration mitigation for HVAC, electrical, elevator and plumbing systems
- Troubleshoot noise and vibration problems in the field
- Analysis and mitigation of floor vibrations, to maximize occupant comfort or to protect sensitive electronic/optical equipment

ENVIRONMENTAL ACOUSTICS ASSESSMENT & MONITORING

- Monitoring and mitigation of environmental noise and/or vibration from moving sources (vehicular traffic, rail traffic, aircraft) and stationary sources (machinery, manufacturing plants, theme parks, arenas and other outdoor gathering spaces, construction noise)
- Preparation of environmental assessments (EA) and environmental impact reports (EIR) for submittal to Government agencies

MEASUREMENT & TESTING

- Indoor and outdoor noise measurement and analysis
- Vibration measurement and analysis
- Field measurement of DNL, CNEL, Ln, FIIC, FSTC, NR and NIC, in compliance with the requirements of Government agencies





DAVID A. CONANT, FASA

PRINCIPAL

Architectural Acoustics and Noise Control

Education:

B. Architecture, M. Architecture, RPI, 1975
M.A. Geophysics, Columbia University, 1972
B.S. Physics, Union College, 1968
NSF Seismic Institute, Stanford University,
Summer 1977

Professional Positions:

1987-present: Co-founder, Principal, MCH
1977-1987: Senior Consultant, Bolt Beranek Newman
Inc., Canoga Park, CA
1976-1977: Assistant Professor, Architecture,
California Polytechnic Institute, Pomona

Acoustical Society of America: Fellow (elected 2006), Member-Technical Committee on Architectural Acoustics

National Council of Acoustical Consultants: Vice President-Finance (1996-2000)

Sigma Xi Honorary Scientific Research Society: Member

Marquis' Who's Who in America in Science & Technology (1992-present)

Who's Who in the West (1996-1997), **Who's Who in America** (2001) [Marquis]

Professional Experience: As a senior partner in the firm, Mr. Conant is a generalist in architectural acoustics, directing performing arts acoustical design and all higher education and institutional projects. He brings over thirty-eight years consulting experience with auditoria and with noise and vibration control in all building types at all levels of sophistication. Mr. Conant started his career as Assistant Professor of Architecture at California State Polytechnic University, Pomona, CA, teaching graduate-level design and environmental systems. He then served as Senior Consultant for 10 years with Bolt Beranek Newman Inc. He co-founded MCH in 1987, and has directed nearly 1,300 projects. His broad experience includes educational facilities at all levels, corporate and conference facilities, performing arts centers, museums, libraries, and government buildings. He maintains an enviable reputation in the Los Angeles area in the world of media production and postproduction facilities, and his unique educational background contributes an especially-unique perspective and mix of science and architectural design to his projects. Notable contributions to the field include his *Noise Prediction Scenarios*TM and *ROOMODEST*TM computer software, used widely across (and outside) the U.S.A. by other consultancies and institutions. His recent and current notable projects include the **Mesa Arts Center** in Arizona, the **Griffith Observatory Expansion & Renovation**, the **Stephens Center for the Performing Arts** in Pocatello, Idaho, the **Guggenheim Museum and Auditorium** in Bilbao, Spain, the **Stata Center for Computing Sciences** at MIT, the remodeled and expanded **Music Facility and Garrison Theater** (converted to music facility) for **Scripps College** in Claremont, the **Angelus Temple Auditorium** historic renovation in Los Angeles, the **Geffen Playhouse Renovation** in Westwood, the **Music Recital Hall** at **Mahidol University** in Thailand, three college PACs in Phoenix, the renovation of the **Phoenix Symphony Hall**, the **Granada Theatre**, Santa Barbara, CA, and the **Balboa Theatre**, San Diego, CA, and the **Cronkite School of Journalism and KAET/8** at **ASU** in Phoenix, AZ.

Selected Publications and Presentations:

"A Survey of Selected 800-1800-seat Multipurpose Hall Orchestra Shells and Eyebrows by MCH", ASA 162, San Diego, CA 2011

"Case Studies of Variable Acoustic Design: A repertory theater and performing arts chapel", ASA 156, Miami, FL 2008

"The 'Effective' Sound Absorption of Unique Variable Acoustic Devices in Jensen Concert Hall" ASA153 Salt Lake City, UT 2007

"Assessment of Reverberation Time in Halls Through Analysis of Running Music", ASA 152, Honolulu, HI 2006

"A Novel Approach to Achieve Significant Reverberation Control in Performance Spaces", ASA 150, Minneapolis, MN 2005

"IACC, ASW and Time/Frequency Characteristics of Binaural Running Cross-correlation in Concert Halls", ASA 148, San Diego, CA 2004

"Acoustical De-coupling of a Dome: The Adaptive Re-Use of Historic Angelus Temple", ASA 148, San Diego, CA 2004

"Acoustical Components of the Orpheum Theatre Renovation, Phoenix, AZ", ASA 143, Pittsburgh, PA 2002

"A Graphical Approach to Assessing Speech Privacy and Speech Intrusion in the Office", ASA 140, Newport Beach, CA 2000

"A Binaural Simulation Approach to Predicting Immersion in the Concert Hall Sound Field", AES 60, Los Angeles, CA 1978

"Acoustical Design Challenges in Theme Park Cinema Theaters", *Sound and Vibration*, December 1999

"Acoustical Dimensions of Design", Room Acoustics material in *Technics Topics, Progressive Architecture*, April 1991

"Computerized Noise Prediction Scenarios in General Purpose Application for Consultants", *Sound and Vibration*, October 1988

"*Fundamentals and Abatement of Highway Traffic Noise*", textbook and pilot course for the Federal Highway Administration, Kansas City, Missouri, January 1980

"Physical Correlates to the Spatial Impression in Concert Halls through Binaural Simulation", *Journal of the Acoustical Society of America*, Volume 59, Supplement 1, 1976

(Continued over)

Representative Projects by Mr. Conant:

Educational Facilities

MIT Stata Center for Information Technologies,
Cambridge, MA
Midwestern University Presentation Auditorium
(2500seats), Glendale, AZ
ASU Carey School of Business McCord Hall, Tempe, AZ
ASU Cronkite School of Journalism including KBAQ
FM Radio & KAET-8 TV Studios, Phoenix, AZ
ASU Polytechnic Agribusiness Ctr. Renovation, Mesa, AZ
ASU Polytechnic – 3 New Academic Bldgs., Mesa, AZ
ASU Polytechnic Campus Complex, Mesa, AZ
Univ. of Arizona, Integrated Learning Ctr., Tucson, AZ
Univ. of Arizona, CALA Expansion, Tucson, AZ
UC Santa Barbara, Nanosystems Institute, S. B., CA
Case Western Reserve U., Weatherhead School of
Management, Cleveland, OH
Scottsdale CC, Applied Science Building, Scottsdale, AZ
Mesa Community College, Saguaro Multi-Purpose Bldg.,
Mesa, AZ
Occidental College, Study for Booth Music & Speech
Center, Los Angeles, CA
Saint Lawrence U., Griffiths Arts Complex, Canton, NY
Paradise Valley Community College, Building “Q”,
Phoenix, AZ
Loyola Law School Advocacy Center, Los Angeles, CA
Orange Coast College Planetarium, Costa Mesa, CA

Entertainment and Hospitality Facilities

3-D Dome, Kahramaa Educational Park, Doha-Qatar
Camp Humphrey's Entertainment Complex, Korea
Pechanga Hotel, Resort & Casino, Temecula, CA
Beverly Wilshire Regent Int'l Hotel Renov., Beverly Hills, CA
L'Ermitage Hotel, Beverly Hills, CA
Expedition Lodge, Kirkwood, CA
Hyatt Regency Vacation Club, Lake Tahoe, CA
Granlibakken Resort & Conference Ctr., Lake Tahoe, CA
Disney/ABC New Prototype Sound Stages Study,
Burbank, CA
15 Attractions at *EuroDisneyland*, Paris, France
Sci-Fi Dine-In & Restaurant, *Disney/MGM Studio Tours*,
Buena Vista, FL
20 Thousand Leagues Submarines Attraction Remodel
Disney World, Buena Vista, FL
Disney Studio Sound Stage 2, Acoustical Retrofits,
Glendale, CA
NBC Studios Sound Stage 11, Burbank, CA
Culver Studios, Stages 5&6, Culver City, CA
KEPCO Pavilion for *Expo' 93*, Taejon, Korea
Raleigh Studios, Stages 11, 12 &14, Hollywood, CA
Miramax Film Screening Room, Los Angeles, CA
New World Entertainment Film & Video Screening
Rooms, Los Angeles, CA
Foto-Kem Screening Room Retrofits
Glendale & Santa Clarita, CA
KIIS FM Broadcasting Studios, Los Angeles, CA
KFAC FM Broadcasting Studios, Hollywood, CA
KPCC FM Broadcasting Studios, Pasadena City College
Pasadena, CA
'Barbie' Sound Stage, Mattel Toys, Los Angeles, CA
Warner Brothers, Movie World 3-D Theater
Gold Coast, Australia

Corporate & Commercial Facilities

Novartis Pharma World Headquarters, Basel, Switzerland
Lou Ruvo Center for Brain Health, Las Vegas, NV
Genzyme Headquarters Building, Cambridge, MA
Dimensional Fund Adv., Conf. Ctr., Santa Monica, CA

Performing Arts Facilities (PAC)

Univ. Alaska Glenn Massay Theater, Palmer, AK
CSU Northridge, Valley Performing Arts Center,
Northridge, CA
Mesa Arts Center, Mesa, AZ
Mesa CC Performing Arts Center, Mesa, AZ
Performing Arts Chapel, Fuller Theological Seminary
Pasadena, CA
Pasadena City College Center for the Arts, Pasadena, CA
U. of Notre Dame Music Facility, South Bend, IN
Idaho State University Stephens PAC, Pocatello, ID
Granada Theatre Restoration, Santa Barbara, CA
Music Academy of the West Hahn Recital Hall
Renovation, Montecito, CA
Moorpark College PAC, Moorpark, CA
South Mountain Community College PAC, Phoenix, AZ
Chandler-Gilbert Community College PAC, Phoenix, AZ
Paradise Valley Community College PAC, Phoenix, AZ
Mt. San Antonio Community College PAC, Walnut, CA
Balboa Theatre Renovation, San Diego, CA
Ford Amphitheater Renovation, Los Angeles, CA
UCLA Geffen Playhouse Renovation, Westwood, CA
Scripps College New Music Facility & Renovation,
Claremont, CA
Symphony Hall Renovation(s), Phoenix, AZ
USC Gloria Kaufman Int. Dance Center, Los Angeles, CA
Mahidol University Music Facility, Salaya, Thailand

Convention & Civic/ Government Facilities

Tribal Meeting Room, Barona Band of Mission Indians,
Temecula, CA
Hawaii Convention Center, Honolulu, HI
L A Convention Center Expansion & Renovation, CA
Sky Harbor Airport Expansion/Renovations, Phoenix, AZ
Pavilions Cultural Center, Port Hueneme, CA
Elmendorf AFB, Training & Op Center, Anchorage, AK
Mariposa Port of Entry, Nogales, AZ
Maricopa County Court Tower, Phoenix, AZ
Joint Court Complex, Tucson, AZ
Mesa Municipal Courts Building, Mesa, AZ
Municipal Justice Building, Phoenix, AZ
Veterans Replacement Hospital, Portland, OR
Washoe County Administrative Complex, Reno, NV
Sky Harbor Airport Renovation & Expansion, Phoenix, AZ
Mariposa Land Port of Entry, Nogales, AZ

Museums & Libraries

Guggenheim Museum & Auditorium, Bilbao, Spain
Griffith Observatory, Los Angeles, CA
American Memorial Park, Saipan, North Mariana Islands
Appaloosa Branch Library, Scottsdale, AZ
Alaskan Native Heritage Center, Anchorage, AK
Museum of Contemporary Art (MOCA) Los Angeles, CA
California Science Center, Los Angeles, CA
Arizona Science Center, Phoenix, AZ
Fowler Museum Auditorium at UCLA, Los Angeles, CA
Central Library Expansion & Renovation, Los Angeles, CA
Library for the 21st Century, Santa Clara University,
Santa Clara, CA
Assembly Rooms, Historic Arizona Capitol Museum &
Library, Phoenix, AZ

Worship Facilities

Angelus Temple, Auditorium Renovation, Echo Park, CA
First Church of Christ, Glendale, CA
St. Benedict's Catholic Church, Yankton, SD
Christ Lutheran Church, West Covina, CA
St. Maximilian Kolby Church, Oak Park, CA



TAYLOR L. BLAINE

CONSULTANT *Architectural Acoustics and Noise Control*

Education: M.S. Architectural Sciences, Acoustics, Rensselaer Polytechnic Institute, 2016
B.A. Individualized Studies: Acoustics & Music, Loyola Marymount University, 2015
B.A. Recording Arts, Loyola Marymount University, 2015

Professional Affiliations: Acoustical Society of America – Member
Audio Engineering Society – Member

Specialized Analysis: CATT-Acoustic, Trane Acoustics Program, EASE/EASERA,
MATLAB, Pro Tools, SketchUp

Professional Positions: Consultant, McKay Conant Hoover, Inc. (2016 – present)

Professional Experience: Taylor joined MCH upon completing his Master's degree, with research in dynamic algorithms that synthesize time-varying directivity in a reverberant field. His perception-based research is an important bridge between the technical aspects of architectural acoustics and the end user experience. Taylor is experienced with airborne and structureborne sound isolation, HVAC noise control analysis & recommendations, room surface shaping & finish treatments, and environmental noise studies.

Representative Projects by Mr. Blaine:

Educational

Taliesin West – Acoustical Study, Scottsdale, AZ
U of Arizona Eller Atrium Renovation, Tucson, AZ
CSUN Extended Learning Building, Northridge, CA
ASU Student Pavilion, Tempe, AZ
Mesa Community College Music Building, Mesa, AZ
Grover Cleveland Charter High School, LA, CA
ASU Grady Gammage Auditorium Renovation,
Tempe, AZ

Music, Religious & Entertainment

Walter Studio, Phoenix, AZ
Northern Arizona University Recital Hall, Flagstaff, AZ
Glittering Mountain Entertainment Complex,
Scottsdale, AZ
St. John Vianney Multipurpose Building, Goodyear, AZ
St. Benedict Roman Catholic Parish, Phoenix, AZ
NAU Recital Hall, Flagstaff, AZ

Recreational & Athletic

Bighorn Golf Club, Palm Desert, CA
Scottsdale National Golf Club, Clubhouse & Villas,
Scottsdale, AZ

Hospitality & Housing

Scottsdale Quarter Phase III-Block L, Scottsdale, AZ
Marriot Camelback Inn Ballroom, Paradise Valley, AZ
Kukui'ula Luxury Condominiums, Kaua'i, HI
Esplanade Place Condominiums, Phoenix, AZ
One Hundred Mill Hotel, Tempe, AZ
Clarendale Assisted Living, Chandler, AZ
Sagewood Retirement Community, Phoenix, AZ
721 Congress Mixed-Use Tower, Austin, TX

Civic

Phoenix Sky Harbor, Terminal 3, Phoenix, AZ
Mesa Regional Dispatch Center, Mesa, AZ
Gilbert Public Safety Center, Driver Training Course,
Gilbert, AZ
Phoenix Sky Harbor, Sky Train Stage 2, Phoenix, AZ

Office & Commercial Business

One Hundred Mill Office Building, Tempe, AZ
ADP Tempe Building, Tempe, AZ
Southeast Valley Regional Association of Realtors,
Conference Center, Chandler, AZ



LSW Engineers
ARIZONA, INCORPORATED

January 4, 2018

DWL Architects + Planners
2333 N. Central Ave.
Phoenix, Arizona 85004

Attn: Michael Braun, AIA, LEED AP

Re: Town of Paradise Valley – Town Complex Remodel
LSW Proposal No. PR2017-443 - REVISED

Mr. Braun:

We are pleased to offer our engineering services for Town of Paradise Valley – Town Complex Remodel, which includes the Town Hall, Public Works and Police buildings as well as the portions of the Site.

PROJECT UNDERSTANDING

This project is understood to be remodel and additions to Town Hall, Public Works and Police buildings as well as portions of the Site as denoted in the Draft TPV Scope of Design Services v1.1, dated 12/13/2017 as provided by you on 12/14/2017 (Reference attachment). We understand that the Town will utilize a CMAR delivery method. We have refined our scope of services slightly to accommodate the request for fee reduction to meet the project parameters.

Our mechanical, plumbing, electrical and technology engineering services for this project will consist of the following. Services not indicated below are considered outside of our basic scope and will be provided upon request as an additional service.

It is our understanding that the design of this project will include number and description of deliverables as defined below.

Schematic Design 30% Package

1. Basic schematic level design drawing showing the engineering systems intended for this project.
2. Written narrative describing the engineering systems intended for this project.
3. Assisting the architectural design team with the engineering systems space requirements in the development of the schematic building floor plan.



Design Development 60% Package

1. Design development drawings showing all main engineering systems equipment locations and sizes. Equipment weights will be shown as needed for the Structural Engineer.
2. Engineering systems equipment cut sheets for review.
3. Routing of mechanical duct mains.
4. Mechanical zoning layout and thermostat locations for review.
5. Routing of main plumbing utilities and invert elevations as needed for the Civil Engineer.
6. Assist the architectural design team in the development of the ceiling plan.
7. Coordinate technology requirements.

Construction Documents 90% Package

1. Completion of the engineering design drawings.
2. Completion of the engineering specifications.

Construction Documents 100% Package

1. Finalizing the design drawings and specifications addressing the Plan Review and Owner comments.

SCOPE OF WORK

Mechanical

The mechanical scope for this project is anticipated to include:

1. Complete heating, cooling, and ventilation load calculations.
2. Design to extend and revise the existing mechanical HVAC system for this addition/remodel project. It is assumed that the existing mechanical HVAC system is adequate for this project and design to increase the system capacity or replace the HVAC system is not assumed as part of the scope of this project.
3. Design of the mechanical HVAC system, and all associated ductwork, air distribution, condensate piping, and controls.
4. Design of restroom exhaust systems, and all associated ductwork, exhaust inlets, and controls.



Plumbing

The plumbing scope for this project is anticipated to include:

1. Selection of plumbing fixtures as located on the Architectural plans and the sizing and routing of the associated domestic cold/hot water and the waste and vent piping for these fixtures to 5'-0" beyond the building perimeter if applicable. Our design includes connection to the existing pipe mains. It is assumed that the existing plumbing utilities are adequate for this project and design to replace these utilities is not assumed as part of the scope of this project.
2. Sizing and selection of the domestic water heater system.
3. Sizing and routing of the roof primary drains, overflow drains and associated drain piping to 5'-0" beyond the building perimeter. The roof plan and locations of the roof primary/overflow drains are provided by your office.
4. Sizing and routing of the natural gas piping for connection to the gas appliances from the gas meter if applicable.
5. Selection of the air compressor and the sizing and routing of the associated compressed air piping to Owner-identified points of connection.]

Electrical

The electrical scope for this project is anticipated to include:

1. Design of the electrical power distribution for this project, including connection to the equipment, receptacles, lighting, and Owner equipment. Our design includes connection to the existing power distribution system within this facility. It is assumed that the existing power distribution system is adequate for this project and design to increase the capacity, modify or replace this system is not assumed as part of the scope of this project.
2. General Lighting: Our design includes selection of lighting fixtures, locating the lighting fixtures and the associated switching/control of the lighting systems.
3. Lighting system illumination and energy compliance calculations for lighting fixtures selected by LSW are included if required by the local jurisdiction.
4. Site Lighting: Our design includes the overall site lighting, including exterior building mounted lighting, and walkway lighting. Offsite lighting, street lighting, and traffic control lighting systems are not included in the base scope of services.
5. Emergency and Standby Power Systems: Our design includes sizing and selection of the generator(s), transfer switches, distribution switchgear, and power circuiting.



Technology Systems

The technology scope for this project is anticipated to include: (This work is for the support of remodel and addition areas only.)

1. Passive Network Cabling: Our design service includes cabling system design from outlet locations to the Main Equipment Room (MER) or Telecommunications Room (TR), cable support and pathway system, and outside plant fiber optic and multiple pair copper cabling .
2. MER/TR Rooms: Our design includes room/rack layout, cable support and pathway system, telecommunication grounding, and passive component rack layouts for support of the remodel and addition areas only.
3. CATV Distribution: Our design service includes community antenna television distribution design, including coax cabling to the termination point in the MER/TR Rooms and specifications for distribution electronics (transceivers, amplifiers, etc.).
4. Intercommunication System: Our design service includes the building paging and/or mass communication system, including specifications for the electronic equipment, including distribution amplifiers, input/output modules, phone interface modules, microphones, and speakers.
5. Access Control/Security System: Our design service includes the access control, intrusion detection, card reader, door monitoring, door control, motion sensor, duress systems, and associated control panels. The door hardware will be specified by the Architect.
6. Camera Surveillance: Our design includes camera layout and associated cabling and pathways, camera specification, and video recording requirements.

Fire Sprinkler

The fire sprinkler scope for this project is anticipated to include:

1. Performance based specification addressing the fire sprinkler system design for bidding purposes. The installation drawings (including detailed piping drawings and calculations) will be a deferred submittal by the Fire Sprinkler Contractor.

Fire Alarm

The fire alarm scope for this project is anticipated to include:

1. Performance based fire alarm system design for bidding purposes, including device placement, a typical riser diagram, and specifications. The installation drawings (including detailed wiring diagrams, load calculations, voltage drop calculations, etc.) will be a deferred submittal by the Fire Alarm Contractor.



GENERAL

Our scope will include the following general engineering services for the project:

1. Site investigation to observe the systems associated with this project (site investigation is limited to accessible areas only).
2. Attend up to six (6) meetings during the design phase of this project.
3. Design using Revit. Our Revit design includes uploads of our model on a weekly basis. It is anticipated that we will receive a “frozen” architectural model background 7 days before each milestone deliverable.
4. Preparation of an estimate of probable construction cost for the engineering systems designed as part of a fee allowance.
5. Provide one final set of signed and sealed drawings in electronic portable document format (PDF).
6. Provide one final set of signed and sealed specifications in electronic portable document format (PDF).
7. Our bid phase services will include attendance at the Pre-Bid Meeting.
8. Our construction phase services will include the following:
 - a. Review of the Contractor shop drawings/submittals, RFI's, and COR's.
 - b. Perform up to ten (10) field observations during construction to confirm that the work is proceeding in accordance with the plans and specifications and prepare a written report on our findings. Special inspections as required by the local authority having jurisdiction are included.
 - c. Attend up to ten (10) construction meetings if held in conjunction with our scheduled site observations.
 - d. Commissioning of the engineering systems, including:
 - 1) Mechanical system and Lighting control system commissioning as required by the International Energy Conservation Code, including the following:
 - a) Preparation of the Commissioning Plan.
 - b) Participation in functional testing of the mechanical and control systems.
 - c) Preparation of the Preliminary Commissioning Report.
 - d) Review of the Operation and Maintenance Manual.
 - e) Review of the Test and Balance Report.
 - f) Preparation of the Final Commissioning Report.



- g) Participation in functional testing of the lighting control systems.
- 9. Review the Contractor-prepared Operation and Maintenance Manual.
- 10. Review the Contractor-prepared as-built files in pdf form. No updates of the REVIT model or other documents are included.

PROFESSIONAL FEE

Our fee for the work outlined above is a lump sum amount as follows:

Construction Documents	\$55,935.
Technology Documents	7,750.
Bidding / GMP Review	1,320.
Construction Phase Services	16,545.
System Commissioning (Basic Services)	4,950.

Total	\$86,500.

NOTE: This fee includes all travel expenses incurred within the metropolitan Phoenix area. Travel outside the metropolitan Phoenix area will be billed as a reimbursable expense, including, but not limited to, travel, rentals, meals, lodging, and reasonable incidental expenses.

This fee does not include plotting or printing of sets of our drawings or other discipline's drawings for interprofessional coordination or distribution.

This fee is quoted on a lump sum basis. The breakdown of the fee into phases or tasks is for your convenience. The fee will be billed 100% at the end of the project, unless the scope of the project is changed by written agreement.

CLIENT SERVICES

Services requested of the Client and/or Owner include the following:

1. Provide the following as required to assist us in the site investigation of existing conditions: facility access and an escort, ladders or other means to access overhead systems and equipment, and authorization for the use of cameras.
2. Provide copies of the existing construction documents.
3. Provide access to the building maintenance staff to answer questions.
4. Provide all connection requirements for Owner-provided equipment.
5. Provide a project title block and updated Revit model in a timely manner to meet the established project deliverables.



6. Provide the following building and Owner information:
 - a. Building Occupancy Classification.
 - b. Building Construction Type.
 - c. Building Hazard Classification.
 - d. Building Seismic and Risk Category.
 - e. Owner's Fire Suppression Insurance Requirements.
7. Provide a PDF set of the drawings, specifications and cut sheets at each established deliverable.

EXCLUSIONS

1. Cost estimating.
2. Meetings or teleconference meetings beyond those listed.
3. All work associated with LEED certification of the project.
4. Building Information Modeling (BIM) beyond an LOD-200 or clash-free modeling.
5. Building energy consumption calculations or modeling.
6. Documenting energy code compliance of the building envelope or other systems not in our scope of services described above.
7. Utility company energy rebate data collection and/or submission.
8. Life cycle cost analysis.
9. All support or coordination work associated with an independent Commissioning Agent.
10. Functional testing as part of commissioning services.
11. Value engineering services or changes after completion of the associated design development 60% design documents.
12. Any design services caused by scope changes.
13. Preparation of Revit or BIM record drawings. These drawings are assumed to be provided by the Contractor.
14. Preparation of fire sprinkler record drawings which were designed by the installing Fire Sprinkler Contractor.



15. Work in relation to the delinquency or insolvency of the Contractor(s).
16. Project partnering meetings.

ADDITIONAL SERVICES

Additional services will be performed on an hourly basis at our standard billing rates or a separate fixed fee contract as determined by your firm. Our current rate structure is shown for your reference. Hourly contracted work will be invoiced based on our published LSW rate structure matching the time frame when the work is being completed.

2018:	Principal	\$185./ hour
	Sr. Engineer	\$165./ hour
	Engineer	\$140./ hour
	Senior Designer	\$120./ hour
	Field Observer	\$115./ hour
	Designer	\$90./ hour
	CAD Operator	\$80./ hour
	Clerical	\$75./ hour
	Outside Services	Our cost plus 10%

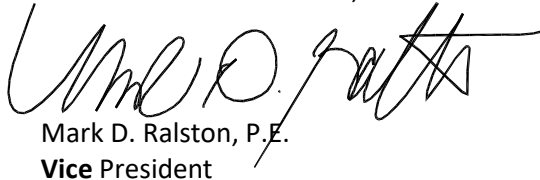
This proposal is effective for not more than 90 days.

LSW accepts the AIA C401 contract and requests that you prepare this document reflecting the terms and conditions of this proposal for our mutual execution prior to our beginning work.

We appreciate this opportunity and look forward to working with your firm on this project.

Regards,

LSW ENGINEERS ARIZONA, INC.



Mark D. Ralston, P.E.
Vice President

MDR:mdr

Please indicate your acceptance of this proposal by signing and returning one copy of this letter for our files.

APPROVED: _____ DATE: _____



DWL Architects + Planners
LSW Proposal No. PR2017-443 - REVISED
January 4, 2018
Page 9

YOUR PROJECT / REFERENCE NO.: _____

F:\MKT\01 - PROPOSAL\2017\PR2017-443 - Town of Paradise Valley Town Hall Remodel\PR2017-443 fee REV1.docx



**CARUSO
TURLEY
SCOTT**
structural
engineers

**STRUCTURAL
ENGINEERING
EXPERTS**

PARTNERS

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

**PROFESSIONAL
REGISTRATION**

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

December 18, 2017
Revised January 4, 2018

Mr. Mike Braun
DWL ARCHITECTS + PLANNERS, INC.
2333 N. Central Avenue
Phoenix, AZ 85004
T: (602) 264-9731 E: braun@dwlarchitects.com

RE: Town of Paradise Valley - Town Complex Remodel
6401 E. Lincoln Drive
Paradise Valley, AZ
CTS Job No.:

CLIENT INFORMATION:

CLIENT PROJECT NO.

PROJECT MANAGER

OTHER

Dear Mr. Braun:

This will confirm our fee to provide structural engineering and drafting services as required for the design of this remodel and addition to several town complex buildings, as a CMAR process, with structural scope as follows:

Town Hall Remodel:

- No defined structural scope
- Allowance is included to address a few community room columns and storage room bearing walls that might need to be removed and/or relocated, if deemed necessary for remodel. Detailing for small retaining walls and a lintel detail for a new door / window.

Engineering / Public Works Buildings:

- Building A (Offices) – 1128 SF addition including main entry and conference room. No structural scope in remodel portion
- Building B (Garage Bays) – All remodel, no structural scope
- Building C (Storage) – 700 SF sign shop addition plus 6 new gravel bay walls.

Police Department Building:

- 2609 SF addition including 25 yard indoor gun range and defensive tactics/simulation training area
- Remodel does not include structural scope

Monument Signage:

- ~~Structural allowance for review/modification of monument signage, if required~~

Generator Replacement:

- ~~Structural allowance for review of existing pad for new generator loads, and review of mounting/anchorage~~

General:

- Existing building structural drawings are anticipated to be available for our use
- Scope includes two site walks during design
- Scope includes up to 4 internal consultant design meetings
- Fee assumes all buildings are designed simultaneously in a single construction document package, and construction may be phased in up to 4 phases at contractor's discretion
- Construction Administration includes review of as-built drawings submitted by CMAR
- Drawings prepared in REVIT
- *Special Structural Inspections and Engineering site visits are excluded at this time. A proposed construction budget for these services is included below.*

Our **Basic Services** will be billed at a Fixed Fee (U.N.O.) as follows:

PHASE:	Town Hall (Allowance)	Engineering / Public Works	Police Department
<i>Project Initiation / Review (includes 1 site visit):</i>	\$500.00	\$800.00	\$1,220.00
<i>30% Schematic Design & Report (incl. 1 site visit):</i>	\$1,100.00	\$1,580.00	\$2,300.00
<i>60% Design Develop.</i>	\$1,100.00	\$1,580.00	\$2,300.00
<i>90% Const. Documents</i>	\$1,100.00	\$1,580.00	\$2,300.00
<i>100% Const. Docs</i>	\$300.00	\$400.00	\$600.00
<i>GMP/Bidding Review</i>	\$300.00	\$400.00	\$600.00
<i>Const. Administration</i>	\$1,000.00	\$1,580.00	\$2,200.00
TOTAL:	HNTE \$5,400.00	\$7,920.00	\$11,520.00
<i>Proposed Construction Budget for Special Structural Inspection and Engineer Site Visits.</i>	Hourly NTE \$2,000.00 (8 site visits, 24 hours max)	Hourly NTE \$3,600.00 (14 site visits, 42 hours max)	Hourly NTE \$4,200.00 (16 site visits, 48 hours max)



Basic Services will include structural calculations, preparation of Revit structural plans and details per the noted scope, and construction administration. Construction administration services include shop drawing review and responding to RFI type clarifications. Redesign and field repair engineering would be considered outside the scope of basic services. If the project entails multiple bid packages, phasing, or nonstandard foundations, the above budget shall be adjusted accordingly.

Reimbursable Expenses are in addition to the basic services budget noted above and will include: progress or submittal printing, delivery costs, mileage or travel expenses. Reimbursables shall be invoiced at cost x 1.15.

Special Structural Inspection Services, will be invoiced hourly based on time expended against an anticipated budget estimate as shown above. An estimated maximum number of site visits and hours is shown but is contingent upon the contractor's scheduling, phasing, weather, and construction methods. This budget estimate is provided as a courtesy to the Owner for budgeting purposes, however the final cost of Structural Inspections will be based on the actual hours expended. Charges are for actual services provided; therefore if fewer trips or hours are required, or more than one type of inspection can be combined during a single trip, charges will be adjusted up or down accordingly. Notification will be provided if it appears that the anticipated inspection amount is to be exceeded. The inspection budget estimate shall also be adjusted for phased or interrupted construction or for a change in building construction type. After the design phase, the inspection budget estimate will be reviewed to verify the original scope assumptions and the budget will be adjusted accordingly if necessary. Saturday and Sunday inspections will be billed at our regular hourly rates x 1.5. Inspection fees exclude mileage which will be billed at the current Federal business per mile allowance rate. The anticipated inspection budget is based on the amount of site visits and hours noted above. The anticipated inspection budget excludes additional services for the re-inspection of incomplete work, time spent inspecting repair type conditions (epoxy grouting for example), time spent waiting for late concrete and grout and time spent going to an inspection, which was cancelled without timely notification to this office.

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

Payments for Services as described above shall be made upon the presentation of the Engineer's invoice based on time expended. Interest at 1.5% per month, compounded monthly, will be paid on all invoices after 30 days from billing date. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorney fees. In the event that any portion of the account remains unpaid 30 days after billing, this office may, without waiving any claim or right, and without liability whatsoever to the Client, suspend or terminate the performance of all services. **If this contract meets with your approval, please sign, date and e-mail (bkelly@ctsaz.com) back to our office for authorization to proceed.**

Respectfully Submitted By:
CARUSO TURLEY SCOTT INC.

Sandra J. Herd, SE, PE, LEED AP
Partner | Project Manager

Accepted By:
DWL ARCHITECTS + PLANNERS, INC.

Name: _____

Title: _____

Date: _____



CCMC Construction Cost Management Consultancy

3402 East Camelback Road

Phoenix, AZ 85018

Phone (602) 633-2105

Fax (602) 237-5748

20th December, 2017

DWL Architects + Planners, Inc

2333 N. Central Avenue,

Phoenix, AZ 85004-1352

Attention: Michael Braun

Re: Paradise Valley Town Hall Complex Remodel

Fee Proposal for Cost Estimating

Dear Michael,

The project is comprised of:

- Town Hall Building Remodel
- Engineering / Public Works Building Remodel / Addition
- Public Safety Building Remodel / Addition
- Associated site work
- CMAR project delivery method
- CMAR will join the design team after completion of 30% Concept Design
- Project funding \$ 3.5 million

We propose to provide cost estimating services on the above project as summarized below:

- **30% Concept Design:**

An allowance of six hours for a meeting with DWL and a broad cursory review of the ROM prepared by Weitz Construction to identify if there are any items of concern in the ROM backup cost estimate.

Prepare a 30% estimate of probable construction cost in either Elemental or CSI format (the format to align with owner / architect preference)

Lump sum fee

\$ 9,960.00

- **60% Design Development:**

~~Prepare a detailed 60% estimate of probable construction cost in either~~

~~Elemental or CSI format (the format to align with CMAR estimate format).~~

~~Reconciliation of cost estimates is an add-on service.~~

~~Lump sum fee~~

~~\$ 9,960.00~~



CCMC Construction Cost Management Consultancy

3402 East Camelback Road

Phoenix, AZ 85018

Phone (602) 633-2105

Fax (602) 237-5748

Add-on service - reconcile the 60% estimate with CMAR estimate, this service will be charged on a time basis at the hourly rates listed below

Option at 60% Design Development:

Review cost estimate prepared by CMAR in lieu of preparing a detailed 60% cost estimate. This service cannot be provided for a fixed fee as the presentation and the level of detail of the estimate been presented by the CMAR is an unknown.

This review option will be charged on a time basis at the hourly rates listed below, the total fee for this option is not to exceed the fee listed above for the preparation of a 60% detailed cost estimate of \$ 9,960.00

- 90% Construction Documents:

Review GMP prepared by CMAR.

This review is contingent on good cost estimating provided at 60% design to use as the basis for this review.

This review will be charged on a time basis at the hourly rates listed below, the total fee not to exceed \$ 6,500.00

- Reimbursable - direct expenses for printing, copying, etc. will be billed at cost with no mark-up

allowance \$ 200.00

Hourly rates:

Certified cost professional	\$ 130.00 / hour
Senior cost estimator	\$ 110.00 / hour
Clerical	\$ 45.00 / hour

Notes: (i) All cost estimates will be broken down into multiple sections to separately identify each building and site costs

(ii) Elemental format – work is quantified and priced in line items under building elements which is user friendly and simplifies cost control in the early design phase

(iii) CSI format – work is quantified and priced in line items under CSI divisions to facilitate comparison with bids from contractors

(iv) The level of detail in each of the estimates of probable construction cost will be compatible with the degree of project definition in the design package and will include any supplemental information provided by the project consultants



CCMC Construction Cost Management Consultancy

3402 East Camelback Road

Phoenix, AZ 85018

Phone (602) 633-2105

Fax (602) 237-5748

(v) Time for meetings with consultants at all design phases is included in the fee breakdown

Exclusions:

- (i) Reconciliation at 30% Concept Design as CMAR will not be on board
- (ii) Cost estimating major changes or increase in project scope
- (iii) Cost estimating for abatement of asbestos or other hazardous materials
- (iv) Cost estimating for F.F.E.
- (v) Exclusions identified by DWL in their scope proposal

We thank you for giving CCMC the opportunity to participate on this project. We trust our proposal will meet with your approval and look forward to working with you and the team. If you have any questions regarding this proposal, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adriana V. Crnjac', is written over a light blue grid background.

Adriana V. Crnjac

Certified Cost Professional

Exhibit A.1



TOWN HALL

OPTION 2

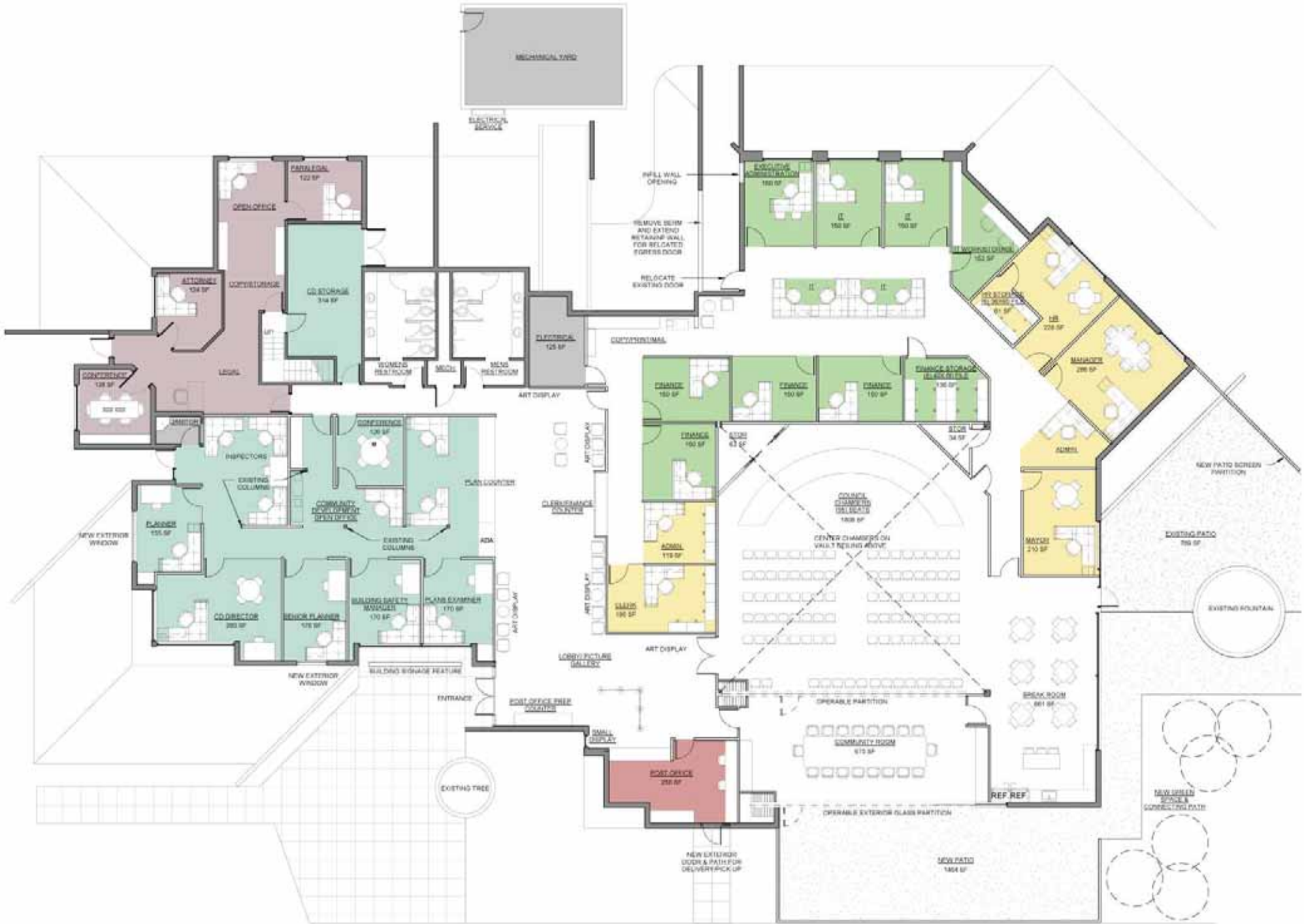
The following plan illustrates a second conceptual plan that department leaders have agreed addresses the goals identified for this study.

PROS

- Access to community room
- Access to finance
- Keeps existing entry

CONS

- Entry location
- Access to manager
- Breakroom location



PROGRAM		
	NEW SF	EXISTING SF
Town Management	± 1,200 SF	± 1,070 SF
Attorney	± 930 SF	± 930 SF
Community Development	± 2,350 SF	± 2,020 SF
Administration	± 1,515 SF	± 1,085 SF
Post Office	± 250 SF	± 215 SF
Utility	± 570 SF	± 700 SF
Shared Spaces/Circulation	± 6,580 SF	± 7,110 SF
TOTAL SQUARE FOOTAGE	± 13,300 SF	± 13,300 SF

Exhibit A.2

POLICE DEPARTMENT PROPOSED PLAN

The following plan illustrates a conceptual plan that department leaders have agreed addresses the goals identified for this study.

MAJOR CHANGES

- Reposition main entry desk
- Relocate large conference
- Add workstations
- Add female lockers
- Add defensive tactics
- Add milo training
- Add gun range



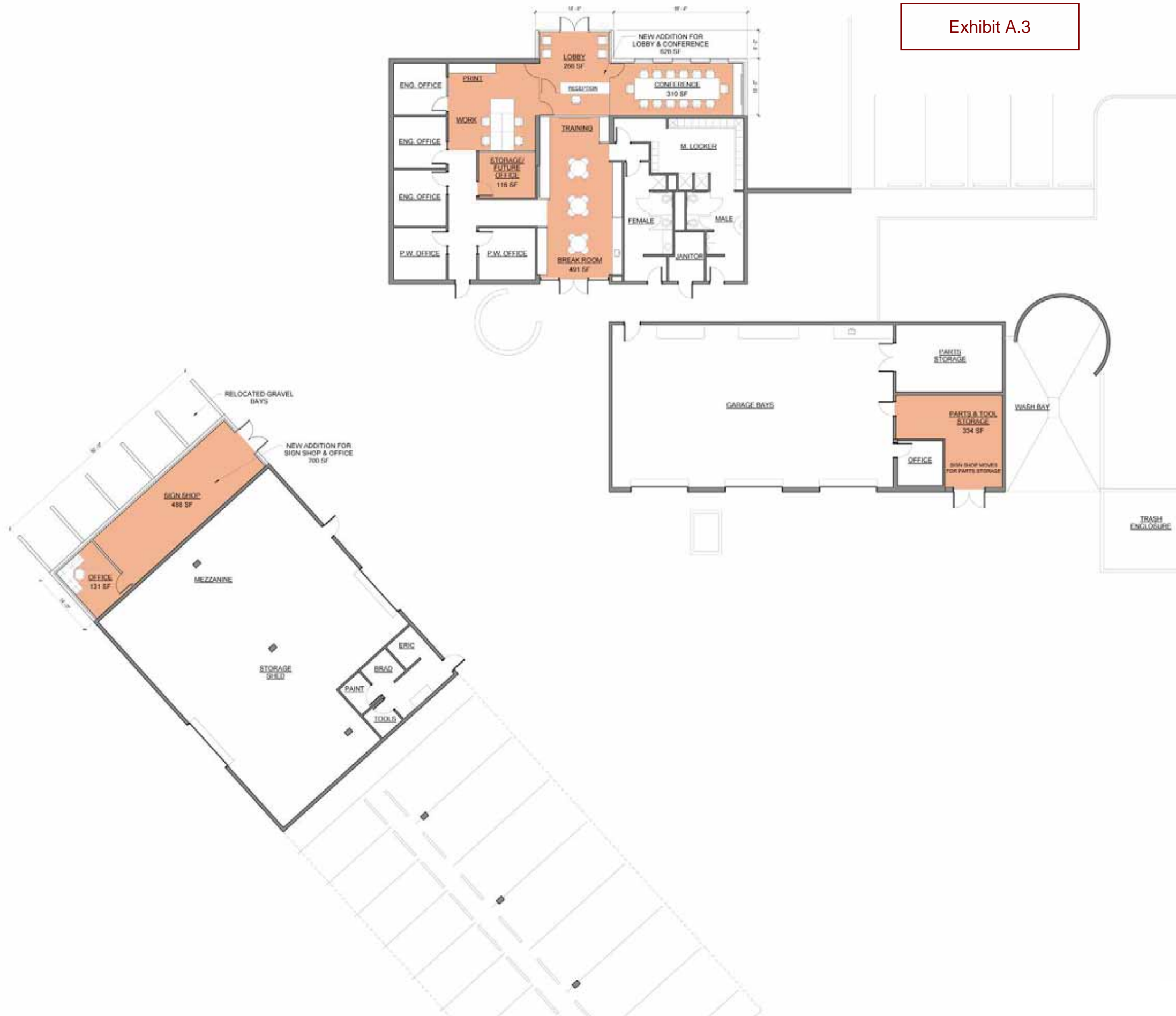
Exhibit A.3

PUBLIC WORKS PROPOSED PLAN

The following plan illustrates a conceptual plan that department leaders have agreed addresses the goals identified for this study.

MAJOR CHANGES

- Main entry addition
- Conference room addition
- Consolidation of open work area
- Expand parts storage
- Expand sign shop



TOWN HALL - PHASE 1

Exhibit A.4a



PHASE 1 INCLUDES:

- Build out of community room
- Build out of post office

TOWN HALL - PHASE 2



PHASE 2 INCLUDES:

1. Temporary clerk counter and office
2. Temporary finance counter
3. Temporarily relocate IT and finance into community development offices
4. Relocate dais
5. Relocate HR

TOWN HALL - PHASE 3

Exhibit A.4c



PHASE 3 INCLUDES:

- Build out of Finance and IT
 - Lobby and counters
- New electrical room
- Build out of Mayor's and Manager's offices

TOWN HALL - PHASE 4



PHASE 4 INCLUDES:

1. HR Offices
 - o Temporary HR space
2. Break rooms
3. Training
4. Conference areas
5. Lobby

Town of Paradise Valley

Town Complex Remodel - Fee Summary by Project Services

COMPENSATION ESTIMATE

Revised 1/5/2018

DWL ARCHITECTS

Service	Design Services			Post Design Services	Totals
	Basic Services	Enhanced Services / Specialty Consultants	Estimated Reimbursables	Construction Administration	
<u>Architectural</u>	141,103.00		1,500.00	43,397.00	186,000.00
<u>Mechanical, Plumbing, Electrical, Fire Protection</u>	57,255.00			21,495.00	78,750.00
<u>Special Systems, Low Voltage, Technology</u>		7,750.00			7,750.00
<u>Structural Engineering</u>	20,060.00			4,780.00	24,840.00
<u>Proficiency Firearms Range Consultant (PD)</u>		56,000.00		8,000.00	64,000.00
<u>Acoustical Consultant (PD)</u>		13,250.00		1,750.00	15,000.00
<u>Civil</u>		13,000.00		700.00	13,700.00
<u>Landscape</u>		6,300.00		1,200.00	7,500.00
<u>Construction Cost Estimating</u>		22,460.00			22,460.00
Design Services	218,418.00	118,760.00	1,500.00	81,322.00	420,000.00

Town of Paradise Valley
Town Complex Remodel - Fee Summary by Building

COMPENSATION ESTIMATE

1/5/2018

DWL ARCHITECTS

SUMMARY

	Town Hall	Engineering / Public Works	Police Department Building	Generator Replacement	TOTALS
Design Services	\$ 172,534.00	\$ 63,474.00	\$ 172,917.00	\$ 11,075.00	\$ 420,000.00
TOTAL	\$ 172,534.00	\$ 63,474.00	\$ 172,917.00	\$ 11,075.00	\$ 420,000.00

This fee assumes one drawing package and costs are broken out as shown for budget purposes only. Estimated additional service fee percentage to separate into separate, non-concurrent projects are indicated below. Actual additional services pending anticipated timing of construction.

	20.0%	10.0%	10.0%	80.0%	