



City of Phoenix
DESIGN AND CONSTRUCTION PROCUREMENT
200 W. Washington Street, 5th Floor
Phoenix, Arizona 85003-1611

ARCHITECTURAL ON-CALL SERVICES
CALENDAR YEARS 2020-2021
PROCUREPHX PRODUCT CATEGORY CODE 906000000
RFX NUMBER 6000000730
NOTIFICATION LETTER #3
AUGUST 5, 2019

This notification letter shall become a part of the Request for Qualifications for the above referenced project.

Question No. 3 on Notification No. 2 required an attachment; mistakenly not added. Please see attached.

3. Can we get a copy of the contract?

The City has standard template language for terms and conditions, indemnification, and insurance. See Attached. There may be additional requirements for badging and insurance that will vary by location. The attached is a sample document for reference only.

CITY OF PHOENIX
DESIGN & CONSTRUCTION PROCUREMENT

A handwritten signature in black ink that reads "Kathleen Lewis".

Kathleen Lewis
Contract Specialist II
kathleen.lewis@phoenix.gov

END OF DOCUMENT



**ON-CALL ARCHITECTURAL SERVICES
AGREEMENT _____**

DRAFT

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DRAFT

THIS AGREEMENT is entered into by the City of Phoenix, an Arizona municipal corporation (**City**), and [entity name], a/an [state where formed] [entity type (Corp., LLC, etc.)] (**Consultant**), effective on _____, or the date the City Clerk attests, whichever is later ("**Effective Date**").

RECITALS

The City Manager of the City of Phoenix, Arizona, is authorized and empowered by provisions of the City Charter and Code to execute Agreements for professional services.

The City proposes to (insert very general description), as more fully described in Attachment 1 and referred to as the "Project."

The City requires professional services for this Project and desires to contract with the Consultant to provide these services.

On _____, 20__, the Phoenix City Council approved Ordinance S-____, authorizing City to enter into this Agreement.

AGREEMENT

In consideration of the foregoing Recitals incorporated by this reference, and the mutual promises contained in this Agreement, City and Consultant agree as follows:

SECTION 1 – PROJECT DESCRIPTION

[Insert general scope overview – what the City needs for this project]. See **ATTACHMENT 1** for detailed scope of services.

SECTION 2 – PERIOD OF SERVICE

2.1. Period of Service

Consultant's failure to adhere to the work schedule, attached and incorporated in **ATTACHMENT 1** is sufficient grounds for City to terminate this Agreement.

No phase will count the time used for City's own reviews and approvals against Consultant's allotted days.

SECTION 3 – COMPENSATION AND PAYMENTS

3.1 Not to Exceed

Consultant's fee for completion of all work through the bid phase will not exceed \$[enter amount].

Consultant's fee for basic services is not to exceed \$[enter amount].

Additional Services and Allowances not to exceed \$[enter amount]

Identify services and firm providing services \$

Total, not to exceed \$[enter amount]

- 3.2. Subconsultant fees are included as “Additional Services”.
- 3.3. The fees for Consultant (and any subconsultant(s)) are based on the agreed hourly rates, attached and incorporated in **ATTACHMENT 2**.
- 3.4. Consultant must submit monthly requests for payment on City’s payment-request form, which must include a progress report and detailed invoices (with receipts if applicable). Consultant’s submittal must also include: (1) a narrative description of tasks accomplished during the billing period; (2) a listing of any deliverables submitted; and (3) any subconsultant’s request for payment with similar narratives and listings of their work.
 - 3.4.1. City will pay for any services negotiated as a not-to-exceed fee according to the work effort expended on that service during the month.
 - 3.4.2. City will pay for any services negotiated as a lump sum according to the percentage of work completed during the month.
 - 3.4.3. City will pay for any Additional Services and Allowances as a not-to-exceed fee according to the work effort expended on that service during the month.
- 3.5. Consultant must submit all payment requests for City’s review and approval.
- 3.6. Consultant must pay all sums due to subconsultants for services and reimbursable expenses within seven days of Consultant receiving payment for those services from City. Consultant must pay subconsultants in accordance with Arizona Revised Statute § 34-221.
- 3.7. If authorized by City, Consultant will receive reimbursement at cost for: (1) non-overhead printing expenses incurred in excess of those required for basic services; (2) courier services; or (3) other project-related services requested by City.
- 3.8. Additional work, when authorized by an executed contract amendment, will be compensated for by a fee mutually agreed upon between the City and the Consultant.
- 3.9. No compensation to the Consultant will be allowed contrary to Chapter XIX, Section 2, Phoenix City Charter (no payment of more than 90% of the total contract price before completion of the total work).
- 3.10. **[Delete this paragraph and Travel Reimbursement Exhibit if not applicable.]** Reasonable charges for travel will be reimbursed. Travel expenses will not exceed \$[enter amount] without City’s approval. Consultant is entitled to reimbursement according to City’s travel reimbursement policy, attached and incorporated as **EXHIBIT C**, and will provide detailed receipts to City as required.

SECTION 4 – CITY’S RESPONSIBILITY

- 4.1 City will provide the following to Consultant:
 - 4.1.1. Timely examination of Consultant’s submitted documents and prompt decision-making regarding Consultant’s work (and Consultant’s written requests for decisions) to avoid unreasonable delays.
 - 4.1.2. Regular updates concerning City’s progress in reviewing Consultant’s work.
 - 4.1.3. City’s forms required from Consultant.
- 4.2. City is responsible for issuance of plans, specifications, and contract documents to bidders and other consultants and contractors.
- 4.3. City is also responsible for hiring the construction contractor, if applicable.
- 4.4. The City’s authorized representative will be the City Engineer or another duly authorized City representative, who will be the sole contact and authority for administering this Agreement. City approvals or requests to Consultant will originate from the City Engineer or another duly authorized City representative.
- 4.5. For each specific project, the City will specify the allocated budget available.

SECTION 5 – CONSULTANT’S RESPONSIBILITIES

- 5.1. The Consultant must perform professional services to the satisfaction of the City Engineer in accordance with the terms of this Agreement with the degree and with the care and skill that a **registered** professional in Arizona would exercise under similar conditions. The Consultant may discuss the Project or its requirements with the department that will ultimately use the facility, but all specific project direction or requests must be authorized by the City Engineer.
- 5.2. Consultant must provide the following to City in their proposal as **ATTACHMENT 1**:
 - 5.2.1. Scope of Work
 - 5.2.2. Subconsultant Information
 - 5.2.3. Hourly Billable Rates
 - 5.2.4. Project Schedule
- 5.3. Consultant must complete the work under this Agreement in accordance with the project **or construction (if CAI)** schedule, attached and incorporated in **ATTACHMENT 1**.
- 5.4. Consultant must perform the professional services under this Agreement’s terms to the City Engineer’s satisfaction and with the care and skill that another

consultant in Consultant's industry would exercise under similar conditions.

- 5.5. Consultant must prepare all documents and materials according to the City's standards, scope, and budget, subject to the City Engineer's general inspection.
- 5.6. Within 30 days of receiving City's review comments, Consultant must submit to City the final set of plans that incorporates those comments. Consultant will provide bid phase services until City's contract award to a construction contractor for the Project.
- 5.7. The documents prepared by the Consultant must not exceed the budget. The consultant, at the option of the City and without additional expense to the City, must without delay revise documents in a manner satisfactory to the City in an amount not exceeding the allocated budget.
- 5.8. Printed and bound - or electronic - copies of Consultant's final drawings, plans, and specifications.

SECTION 6 – DEFINITIONS

AGREEMENT (OR CONTRACT):

The signed written Agreement between the City and the Consultant which is evidence of the agreement and includes any amendments, exhibits or attachments, all of which form the agreement.

AMENDMENT:

See "Contract Amendment" definition.

AMENDMENT TRANSMITTAL:

The document that transmits the fully executed Amendment to the Contractor, which is the official date the Amendment becomes effective.

APPLICABLE LAW:

Any law, rule, codes, standards, regulation, requirement, policy, consent decree, consent order, consent agreement, permit, guideline, action, determination or order of, or legal entitlement issued by, any governmental body having jurisdiction, applicable from time to time to any activities associated with this Agreement, including but not limited to design, construction and permitting or any other transaction or matter contemplated hereby, including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, non-discrimination and the payment of prevailing wages.

APPLICATION FOR PAYMENT:

An Application for Payment is a request from the Consultant for a progress or final payment on the prescribed form and includes all information required to be submitted with the form to substantiate the Consultant's right to payment. Unless otherwise provided, Applications for Payment must be submitted in the format specified by the City.

A.R.S.:

Arizona Revised Statutes.

CERTIFICATE OF INSURANCE:

A form acceptable to the City, describing and certifying the insurance coverage obtained by the insured Consultant from an insurer acceptable to the City.

CITY:

The City of Phoenix and its agents, employees, and representatives.

CONSULTANT OR CONTRACTOR:

The individual, partnership, corporation or company who is entering into this Agreement with the City.

CONTRACT (OR AGREEMENT):

The signed written Agreement between the City and the Consultant which is evidence of the agreement and includes any amendments, exhibits or attachments, all of which form the agreement.

CONTRACT AMENDMENT:

A modification to a Contract signed by the Consultant and City that provides for a change in the Contract provisions, including additional work outside the scope of the original Agreement.

DAY(S):

Calendar Days unless otherwise specifically noted.

DEPARTMENT:

Department means the City Department overseeing the Agreement.

EFFECTIVE DATE:

The date indicated in the Agreement on which it becomes effective.

NOTICE TO PROCEED:

A written notice given by City to Consultant fixing the date on which the Period of Services begins and the Consultant starts to perform the work; the Effective Date.

PAYMENT REQUEST:

The City form used by the Consultant to request progress payments.

SUBCONTRACT:

Any agreement entered into by the Consultant and subconsultant for a portion of the Scope of Work in connection with, and under the terms of, the Agreement.

SUBCONSULTANT:

A person or entity who has a direct contract with the Consultant to perform a portion of the Scope of Work.

SECTION 7 – GENERAL CONDITIONS

1. INDEMNIFICATION AND INSURANCE REQUIREMENTS:

See the Indemnification and Insurance Section – **Exhibit A**

2. INDEPENDENT CONSULTANT STATUS; EMPLOYMENT DISCLAIMER:

- 2.1. The parties agree that the Consultant is providing the services under this Agreement on a part-time and/or temporary basis and that the relationship created by this Agreement is that of employer and independent Consultant. Neither the Consultant nor any of the Consultant's agents, employees or helpers shall be deemed to be the employee, agent, or servant of the City. The City is interested in only the results obtained under this Contract; the manner, means and mode of completing the same are under the sole control of the Consultant.
- 2.2. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Contract. The parties agree that no individual performing under this Agreement on behalf of the Consultant will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules shall accrue to such individual. The Consultant shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals, and shall save and hold harmless the City with respect thereto.

3. LEGAL WORKER REQUIREMENTS:

- 3.1. The City is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any Consultant who fails, or whose subconsultant(s) fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, Consultant agrees that:
- 3.2. Consultant and each subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214, subsection A.
- 3.3. A breach of warranty herein will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
- 3.4. The City retains the legal right to inspect the papers of the Consultant or subconsultant employee(s) who work(s) on this Agreement to ensure that Consultant or subconsultant is complying with the warranty herein.

4. CONFIDENTIALITY AND DATA SECURITY:

- 4.1. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Consultant in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Consultant will not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager, or his/her designee.
- 4.2. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Consultant must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.
- 4.3. In the event that data collected or obtained by the Consultant in connection with this Agreement is believed to have been compromised, Consultant must immediately notify the City's Project Manager and City Engineer in writing. Consultant agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.
- 4.4. Consultant agrees that the requirements of this Section will be incorporated into all subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.
- 4.5. The obligations of Consultant under this Section will survive the termination of this Agreement.

5. BACKGROUND SCREENING

See the Background Screening Section – **Exhibit B**

6. CONTACTS WITH THIRD PARTIES:

- 6.1. Consultant or its subconsultant will not contact third parties to provide any information in connection to the Services provided under this Agreement without the prior written consent of the City. Should Consultant or its subconsultant be contacted by any person requesting information or requiring testimony relative to the Services provided under this Agreement or any other prior or existing Agreement with the City, Consultant or its subconsultant will promptly inform the City giving the particulars of the

information sought and will not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Consultant and its subconsultant(s) under this Section will survive the termination of this Agreement.

- 6.2. Consultant agrees that the requirements of this Section will be incorporated into all subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.
- 6.3. The obligations of Consultant under this Section will survive the termination of this Agreement.

7. RECORDS / AUDIT:

- 7.1. Under generally accepted accounting principles, Consultant must keep records of: (1) accounts with the City; (2) direct personnel payroll; and (3) reimbursable expenses pertaining to the bond (construction) and insurance expenses for the contract. Consultant must make these records available to City for at least five years following Final Acceptance.
- 7.2. The City reserves the right to audit the records of Consultants and Subconsultants to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate the Agreement and related documents (e.g., modifications). If an audit reveals that a Consultant or Subconsultant(s) has provided false, misleading, or inaccurate cost and pricing data, City reserves the rights to: (1) decrease the Agreement's price; (2) reduce or withhold City's payments under the Agreement; or (3) demand reimbursement from Consultant. City reserves the right, at reasonable times, to audit Consultant's books and records relative to the performance of service under this Agreement.
- 7.3. Consultant must include similar requirements in all contracts with Subconsultant providing services under the Agreement. If Consultant fails to include the above provisions in all contracts with Subconsultant providing services under the Agreement—and any Subconsultant refuses to allow City to audit records to verify proper cost and pricing data—City reserves the right to: (1) decrease the Agreement's price; (2) reduce or withhold City's payments under the Agreement; or (3) demand reimbursement from Consultant.
- 7.4. If, following an audit of this Agreement, the audit discloses the Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

8. COMPLIANCE WITH LAWS:

Consultant will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs on Consultant, a request for an amendment may be submitted pursuant to this Agreement. Consultant is also required to certify its compliance with all applicable laws and Consultant will pass along these requirements to its subconsultants. If any of Consultant's certifications is found to be false, the City may terminate this Agreement or impose other remedies due to the false certification.

9. ALTERATION IN CHARACTER OF WORK:

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

10. INTEGRATION:

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party will be bound by or liable for any statement of intention not so set forth.

11. GOVERNING LAW; FORUM; VENUE:

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such

courts for such purposes.

12. TERMINATION OR SUSPENSION OF SERVICES:

12.1. **CITY'S RIGHT TO TERMINATE:** The City reserves the right to terminate this Agreement without cause, or to abandon the Services, or any part of the Services not then completed, by notifying Consultant in writing. Immediately upon receiving a written notice to terminate or suspend Services, Consultant will:

12.1.1. Discontinue advancing the work in progress, or such part that is described in the notice.

12.1.2. Deliver to the City all drawings, plans, specifications, special provisions, estimates, and other work entirely or partially completed— together with all unused materials supplied to or purchased by City.

12.1.3. Appraise any work partially completed and submit that appraisal to City for evaluation.

12.1.4. Be paid full compensation for services performed to the date of its receipt of the Notice of Termination, including reimbursement for all reasonable costs and expenses incurred by Consultant in terminating the work, including demobilization of field service. No payment will be made for loss of anticipated profits or unperformed services.

12.1.5. If the City determines it improperly terminated the agreement for cause or default, the termination shall be converted to a termination for convenience in accordance with the provisions of this agreement.

12.2. **TEMPORARY SUSPENSION:** The City may, by written notice, direct Consultant to suspend performance on all or any part of the Services for such period of time as may be determined by the City to be necessary or desirable for its convenience. If such suspension causes additional expense to Consultant in performance, and not due to fault or negligence of Consultant, the payment will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the Services will be extended by mutual agreement. Any claim by Consultant for a price adjustment must be supported by appropriate documentation asserted promptly after Consultant has been notified to suspend performance.

13. SPECIFIC PERFORMANCE:

Consultant agrees that in the event of a breach by Consultant of any material provision of this Agreement, the City will, upon proper action instituted by it, be entitled to a decree of specific performance thereof according to the terms of this Agreement. In the event the City will elect to treat any such breach on the part of Consultant as a discharge of the Agreement, the City may nevertheless maintain an

action to recover damages arising out of such breach. This paragraph is not intended as a limitation of such other remedies as may be available to the City under law or equity.

14. FORCE MAJEURE:

If either party is delayed or prevented from the performance of any service, in whole or part, required under this Agreement by reason of acts of God or other cause beyond the control and without fault of that party (financial inability excepted), performance of that act will be excused, but only for the period of the delay. The time for performance of the act will be extended for a period equivalent to the period of delay.

15. DOCUMENTATION:

- 15.1. **DISSEMINATION AND RETENTION:** There will be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the City. Should the City, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Agreement, then, and in that event, upon written demand, Consultant will relinquish to the possession and control of the City its entire file related to this Agreement and only those portions of said file deemed by the City to be not privileged will be returned to Consultant pending the resolution of the existing or anticipated litigation.
- 15.2. **FORMAT AND QUALITY:** All documents prepared by Consultant will be prepared in a format and at a quality approved by the City.
- 15.3. **DOCUMENT REVIEW:** Consultant will review all documents provided by the City related to the performance of the Services and will promptly notify the City of any defects or deficiencies discovered in such review.
- 15.4. **CONFIDENTIALITY OF PLANS:** Any plans Consultant generates must include the following statement in the title block on every page: "Under PHOENIX CITY CODE § 2-28, these plans are for official use only and may not be shared with others unless otherwise permitted by contract to fulfill Consultant's obligations to City."

16. RELEASE OF INFORMATION - ADVERTISING AND PROMOTION:

Consultant will not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Agreement, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law. The name of any site on which Services are performed will not be used in any advertising or other promotional context by Consultant without the prior written consent of the City.

17. CONFLICTS OF INTEREST:

- 17.1. Consultant acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Agreement upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any employee of the City has any financial interest in the consulting firm. For breach of violation of this warranty, the City will have the right to annul this Agreement without liability, including any such commission, percentage, brokerage or contingent fee.
- 17.2. The City reserves the right to immediately terminate the contract in the event that the City determines that Consultant has an actual or apparent conflict of interest.
- 17.3. Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Consultant, or any agent or representative of Consultant, to any officer or employee of the City for the purpose of securing this Agreement, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Agreement, the City may, by one calendar day written notice to Consultant, terminate the right of Consultant to proceed under this Agreement, provided that the existence of the facts upon which the City made such finding will be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City will be entitled to the same remedies against Consultant as could be pursued in the event of default by Consultant.
- 17.4. This Agreement is subject to the requirements of Arizona Revised Statutes §38-511.

18. NOTICE:

To evaluate and avoid potential conflicts of interest, the Consultant shall provide written notice to the City, as set forth in this Section, of any work or services performed by the Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice shall be given seven business days prior to commencement of the services by the Consultant for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure shall be sent to:

City of Phoenix
Office of the City Engineer
Design and Construction Procurement
200 W. Washington Street, Fifth Floor
Phoenix, Arizona 85003-1611

19. PUBLIC RECORDS:

- 19.1. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Consultant acknowledges that all documents provided to the City may be subject to disclosure by laws related to public records. Consequently, the Consultant understands that disclosure of some or all of the items subject to this Agreement may be required by law.
- 19.2. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Consultant, the City agrees to provide the Consultant with notice of that request, which will be deemed given when deposited by the City with the USPS for regular delivery to the address of the Consultant specified in this Agreement. Within ten calendar days of notice from the City, the Consultant must inform the City in writing of any objection by the Consultant to the disclosure of the requested information. Failure by the Consultant to object within ten calendar days of notice will be deemed to waive any objection and any remedy against the City for disclosure.
- 19.3. In the event the Consultant objects to disclosure within ten calendar days, the Consultant agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which the Consultant does not object thereto. Furthermore, the Consultant agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

20. CLAIMS OR DEMANDS AGAINST THE CITY:

- 20.1. Consultant acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Consultant agrees to adhere to the prescribed procedure for presentation of claims and demands.
- 20.2. Pursuant to Phoenix City Charter Chapter 18, the City reserves the right to withhold funds from the Consultant's progress payments up to the amount equal to the claims the City may have against the Consultant until such time that a settlement on those claims has been reached.
- 20.3. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or

demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.

- 20.4. Moreover, nothing in this Agreement will constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised Statutes § 12-821.01(C), sufficient to affect the date on which the cause of action accrues within Arizona Revised Statutes § 12-821.01(A) and (B).

21. WAIVER OF CLAIMS FOR ANTICIPATED PROFITS:

Consultant waives any claims against the City and its officers, officials, agents and employees for loss of anticipated profits caused by the termination, a legal proceeding, or a business decision by the City, directly or indirectly, involving any part of this Agreement.

22. DISPUTES:

- 22.1. The City Engineer will decide any dispute regarding this Agreement's interpretation that City and Consultant cannot resolve by mutual agreement.
- 22.2. Consultant agrees as a condition of this Agreement that in the event of any dispute between the parties, provided no Notice of Termination has been given by the City, and if it is feasible under the terms of this Agreement each party will continue to perform the obligations not related to the dispute required of it during the resolution of such dispute, unless enjoined or prohibited by a court of competent jurisdiction.
- 22.3. Failure or delay by either party to exercise any right, power or privilege specified in or appurtenant to this Agreement will not be deemed a waiver.

23. THIRD PARTY BENEFICIARY CLAUSE:

The parties expressly agree that this Agreement is not intended by any of its provisions to create any right of the public or any member thereof as a third party beneficiary nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

24. LAWFUL PRESENCE REQUIREMENT:

Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited

liability companies.

25. EQUAL EMPLOYMENT OPPORTUNITY:

25.1. In order to do business with the City, Consultant must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Consultant will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

25.1.1. **For a Consultant with 35 employees or fewer:** Consultant in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Consultant will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Consultant further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Consultant further agrees that this clause will be incorporated in all subcontracts, Consultant agreements or subleases of this agreement entered into by supplier/lessee.

25.1.2. **For a Consultant with more than 35 employees:** Consultant in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Consultant will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Consultant further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Consultant further agrees that this clause will be incorporated in all subcontracts, job-Consultant agreements or subleases of this Agreement entered into by supplier/lessee. The Consultant further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity

or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

25.1.3. Documentation: Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

25.1.4. Monitoring: The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

26. SUCCESSORS AND ASSIGNS:

For this Agreement's covenants, Consultant and City bind themselves and their partners, successors, assigns, and legal representatives to the other. Consultant and City may not assign, sublet, or transfer their interest in this Agreement without the other's written consent. This Agreement does not create a contractual relationship with any third party, or otherwise establish any third-party beneficiaries.

27. CONSULTANT'S DUTY OF CARE:

The Consultant will be responsible for the completeness and accuracy of its work and all documents and materials prepared or compiled by Consultant for the City under this Contract. Consultant is responsible for correcting, at its expense, willful or negligent errors, omissions and acts that may be discovered with Consultant's work and all documents and materials prepared or compiled by Consultant for the City under this Contract. Any damage or increased cost incurred by the City as a result of such willful or negligent errors, omissions or acts will be chargeable to the Consultant to the extent that such willful or negligent errors, omissions and acts fall below the standard of care and skill applicable to consultants practicing this trade or specialty profession in Phoenix, Arizona under similar conditions. The fact that the City has accepted or approved the Consultant's work will in no way relieve Consultant of any of its duty of care responsibilities.

28. PROJECT STAFFING:

28.1. **KEY PERSONNEL:** Before starting work, Consultant must submit detailed résumés of key personnel involved in that work for City's approval (which City will not unreasonably withhold). If Consultant later desires to change key personnel involved in that work, Consultant must submit detailed résumés of the new personnel for City's approval (which City will not unreasonably withhold).

28.2. **QUALIFIED STAFF:** Consultant must maintain an adequate and competent staff of qualified persons—as City may determine in its sole discretion—during performance of this Agreement. If City in its sole discretion determines that any of Consultant's staff is objectionable, Consultant must

take prompt corrective action or replace that staff with new personnel, subject to City's approval.

29. SUBCONSULTANTS:

- 29.1 Before starting work, Consultant must furnish the names of its subconsultants for City's approval (which City will not unreasonably withhold). If Consultant later desires to change subconsultants, Consultant must submit the names of its new subconsultants for City's approval (which City will not unreasonably withhold).
- 29.2. **SUBCONSULTANTS:** Consultant must include similar requirements in all contracts with subconsultants providing services under the Agreement.

30. NON-WAIVER PROVISION:

City and Consultant may not construe a failure of the other to enforce—or require performance of—any of this Agreement's provisions to be a waiver of that provision. Such failure will not affect the validity of any part of this Agreement or the right of City or Consultant to enforce every provision.

31. SURVIVAL:

All warranties, representations, and indemnifications by Consultant will survive this Agreement's completion or termination.

32. SEVERABILITY:

If any provision or application of this Agreement is invalid, illegal, or unenforceable, then the Agreement's remainder remains unaffected and enforceable to the fullest extent permitted by law.

33. TIME IS OF THE ESSENCE:

The time for each term, covenant, and condition of this Agreement is of the essence.

34. DATE OF PERFORMANCE:

If the date of performance for any obligation—or the last day of any time period—falls on a Saturday, Sunday, or one of the City's holidays, then that period will extend to the next day that is not a Saturday, Sunday, or holiday. Unless otherwise provided, any performance due on a particular day is only timely if completed by 5 p.m (Phoenix time) and no later.

35. WORK IN CITY'S RIGHT-OF-WAY:

All work that Consultant performs within City's right-of-way must comply with City's Traffic Barricade Manual and Right-of-Way Management Program (see <https://www.phoenix.gov/streets/traffic-management>). Consultant is subject to civil

sanctions for temporary traffic-control violations.

DRAFT

IN WITNESS WHEREOF, City and Consultant have entered into this Agreement which is operative on the Effective Date.

FIRM NAME,
a/an [enter State] [Enter Business Type]

CITY OF PHOENIX,
an Arizona municipal corporation
Ed Zuercher, City Manager

By: _____
Name of Signatory, Title

By: _____
Eric J. Froberg, PE, City Engineer

RECOMMENDED:

Name/Department

ATTEST:

City Clerk

APPROVED AS TO FORM:

Acting City Attorney

EXHIBIT A

INSURANCE REQUIREMENTS

DRAFT

INSURANCE AND INDEMNIFICATION GUIDELINES

II. A-1. ARCHITECTURAL/ENGINEERING/DESIGN CONTRACTS

The Street Transportation Department is responsible for preparing bid documents, the bidding process and contract management for most City construction projects, including new installation and remodeling.

Construction projects begin with the design phase. Consultants who provide design or engineering services, (i.e. architects, engineers and design firms) are considered “professionals” by the insurance industry and they are insured by a specific type of liability insurance called professional liability, also known as errors and omissions (E&O) liability. Therefore, in addition to the required general liability, automobile liability and workers’ compensation insurance, the City also requires the consultant to provide evidence of professional liability.

Professional liability insurance protects against losses that occur when a “professional” fails to practice his or her art to the usual and customary standards of that profession. Therefore, there can be risks to the City associated with errors (or allegations of errors) in the professional’s work product or judgment. The types of losses that can occur under such circumstances are often excluded under general liability policies.

Many design consultants use sub-consultants to assist them in designing the project. Because the subcontract value may be small compared to the overall project construction cost, **a lower limit of professional liability may be required** of the sub-consultant.

The chart below represents appropriate levels of professional liability required of both the primary design consultant and any registered sub-consultant participating in a City design project. A registered sub-consultant (as appropriate for the specific project) may include structural, civil, mechanical, plumbing, or electrical engineering; landscape architecture; surveying, geo-technical work or materials testing.

The sample specifications included in this section contain the standard professional liability requirements, but should be amended to require higher liability limits if the contract value warrants such according to the chart below.

Estimated Project Construction Cost	Primary Design Consultant Requirement	Proof of Insurance for Registered Sub-consultant* Requirement
Less than \$500,000	\$1,000,000 per occurrence \$2,000,000 aggregate Will be the standard, however may be negotiated lower, if necessary	No requirement for proof of insurance
\$500,000 to \$4,999,999	\$1,000,000 per occurrence \$2,000,000 aggregate	No requirement for proof of insurance
\$5,000,000 to \$9,999,999	\$1,000,000 per occurrence \$2,000,000 aggregate	\$1,000,000 per occurrence \$1,000,000 aggregate
\$10,000,000 to \$25,000,000	\$2,000,000 per occurrence \$2,000,000 aggregate	\$1,000,000 per occurrence \$1,000,000 aggregate
Over \$25,000,000	\$5,000,000 per occurrence \$5,000,000 aggregate	\$2,000,000 per occurrence \$2,000,000 aggregate For major subs as appropriate (i.e. structural, civil, MPE, etc.) \$1,000,000 per occurrence \$1,000,000 aggregate For other registered subs

Because professional liability insurance is almost always written on a claims-made basis, there is a concern about coverage for latent defects or design errors that may result in claims after the contract has been completed. One solution to this problem is to require the consultant to maintain coverage for a specified period **after** the project has been completed or to purchase an extended reporting period, otherwise known as “tail coverage.” **The sample specifications that follow require a two-year extended reporting period for all claims-made policies.**

Note: The contract manager will need to make sure that the consultant has provided evidence of the extended reporting period coverage **at the end of the project** and before all final payments to the consultant have been made.

The standard contracts that have been developed for construction projects include the appropriate indemnification and insurance specifications included in this section. Please contact the Finance Department, Risk Management Division, if you have questions regarding the various types of insurance coverages required for construction projects.

Sample Insurance Specifications and Indemnification Clause – Architectural/Engineering/Design Contracts

The following paragraphs should be inserted into the contract

SECTION I

1. INDEMNIFICATION CLAUSE:

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

2. INSURANCE REQUIREMENTS:

Consultant and subconsultants must procure insurance against claims that may arise from or relate to performance of the work hereunder by Consultant and its agents, representatives, employees and subconsultants. Consultant and subconsultants must maintain that insurance until all of their obligations have been discharged, including any warranty periods under this Contract.

These insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits stated in this section are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this Contract by the Consultant, his agents, representatives, employees, or subconsultants. Consultant is free to purchase such additional insurance as may be determined necessary.

2.1. MINIMUM SCOPE AND LIMITS OF INSURANCE - Consultant must provide coverage with limits of liability not less than those stated below. An excess

liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

2.1.1. Commercial General Liability – Occurrence Form

Policy must include bodily injury, property damage, broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- The policy must be endorsed to include the following additional insured language: “The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant.”
- Consultant’s subconsultants must be subject to the same minimum requirements identified above.

2.1.2. Automobile Liability

Bodily injury and property damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- The policy must be endorsed to include the following additional insured language: “The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, including automobiles owned, leased, hired or borrowed by the Consultant.”
- Consultant’s subconsultants must be subject to the same minimum requirements identified in this section.

2.1.3. Worker’s Compensation and Employers’ Liability

Workers’ Compensation	Statutory
Employers’ Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.

- Consultant's sub-consultants must be subject to the same minimum requirements identified in this section.
- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. 23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

2.1.4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

2.1.5. Professional Liability (Errors and Omissions Liability) for Subconsultants

(Projects with an estimated construction cost of \$5 million or greater.)

In addition to the insurance requirements for the Consultant, the consultant's registered sub-consultants (including structural, civil, mechanical, plumbing, electrical engineering, landscape architecture, survey, geotechnical and materials testing) are required to carry Professional Liability insurance as follows:

- Estimated Project Construction Cost of **\$5,000,000 to \$25,000,000**

Each registered sub-consultant will carry:

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- Estimated Project Construction Cost of **over \$25,000,000**

Structural, civil, mechanical, plumbing, electrical engineers will carry:

Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000

- Estimated Project Construction Cost of **over \$25,000,000**

All other registered consultants not listed in 5 above will carry:

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

2.2. ADDITIONAL INSURANCE REQUIREMENTS: The policies must include, or be endorsed to include, the following provisions:

2.2.1. On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix is an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.

2.2.2. The Consultant's insurance coverage must be primary insurance and non-contributory with respect to all other available sources.

2.2.3. With regard to general liability, the City of Phoenix is named as an additional insured for both products completed operations and premises operations.

2.3. NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to **(City of Phoenix Department Representative's Name & Address & Fax Number)**.

2.4. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

2.5. VERIFICATION OF COVERAGE: Consultant must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to (City Department Representative's Name and Address). The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

2.6. SUBCONSULTANTS: All required subconsultants' certificates and endorsements are to be received and approved by the City before work commences. All insurance coverages for sub-consultants must be subject to the minimum requirements identified above, unless otherwise specified in this Contract.

2.7. APPROVAL: Any modification or variation from the insurance requirements in this Contract must be made by the Law Department, whose decision is final. Such action will not require a formal Contract amendment, but may be made by administrative action.

EXHIBIT B

BACKGROUND SCREENING

Consultant and subconsultants must comply with the following background screening and badging requirements:

(FOR CONTRACTS OTHER THAN WSD AND AVN)

1. Contract Worker Background Screening

The Consultant agrees that all employees and subconsultants (collectively "Contract Worker(s)") that the Consultant furnishes to the City pursuant to this Contract are subject to background and security checks and screening (collectively "Background Screening") at the Consultant's sole cost and expense as set forth in this Section. The Background Screening provided by the Consultant must comply with all applicable laws, rules and regulations. The Consultant further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Contract. The City in no way warrants that these minimum requirements are sufficient to protect the Consultant from any liabilities that may arise out of the Consultant's services under this Contract or the Consultant's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, the Consultant and its Contract Workers must take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Contract.

2. Background Screening Requirements and Criteria

Because of the varied types of services performed, the City has established three levels of risk and associated Background Screening. The general risk level and Background Screening required for this Contract is Minimum Risk. ***Project specific risk levels may be elevated to Standard Risk and Maximum Risk as required by the project.***

A. Minimum Risk and Background Screening ("Minimum Risk")

A minimum risk Background Screening must be performed when the Contract Worker: (i) will not have direct access to City facilities or information systems; or (ii) will not work with vulnerable adults or children; or (iii) when access to City facilities is escorted by City workers. The Background Screening for minimum risk consists of the screening required by Arizona Revised Statutes §§ 41-4401 and following to verify legal Arizona worker status.

B. Standard Risk and Background Screening ("Standard Risk")

A standard risk Background Screening must be performed when the Contract Worker's work assignment will: (i) require a badge or key for access to City facilities; or (ii) allow any access to sensitive, confidential records, personal identifying information or restricted City information; or (iii) allow unescorted access to City facilities during normal and non-business hours. The

Background Screening for this standard risk level includes the Background Screening required for the Minimum Risk level and a background check for real identity/legal name, and includes felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contract Worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire.

C. Maximum Risk and Background Screening ("Maximum Risk")

A maximum risk Background Screening must be performed when the Contract Worker's work assignment will: (i) have any contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; or (ii) have any responsibility for the receipt or payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or (iii) have unescorted access to City data centers, money rooms, or high-value equipment rooms; or (iv) have access to private residences; or (v) have access to Homeland Defense Bureau identified critical infrastructure sites or facilities. The Background Screening for this maximum risk level includes the Background Screening required for the Standard Risk level, plus a sexual offender search, a credit check, and driving record search for the preceding seven years from the Contract Worker's proposed date of hire. Contract Workers who work directly with children or vulnerable adults are also subject to fingerprint verification through the Arizona Division of Public Safety as mandated by Phoenix City Code, § 2-45.6.

3. Consultant Certification; City Approval of Maximum Risk Background Screening
By executing this Contract, the Consultant certifies and warrants that the Consultant has read the Background Screening requirements and criteria in this Section, understands them and that all Background Screening information furnished to the City is accurate and current. Also, by executing this Contract, the Consultant further certifies and warrants that the Consultant has satisfied all such Background Screening requirements for the Minimum Risk and Standard Risk Background Screenings as required. In addition, for Maximum Risk Background Screening, the **Consultant must furnish to the client division for the City's review and approval** such Background Screenings for any Contract Worker considered for performing services under this Contract where human safety or facility security is classified as a Maximum Risk level. The subject Contract Worker must not apply for the appropriate City of Phoenix identification and access badge or keys until the Consultant has received the City's written acceptance of the subject Contract Worker's Maximum Risk Background Screening. The City may, in its sole discretion, accept or reject any or all of the Contract Workers proposed by the Consultant for performing work under this Contract. A Contract Worker rejected for work at a Maximum Risk level under this Contract must not be proposed to perform work under other City contracts or engagements without City's prior written approval.

4. Terms of This Section Applicable to all of Consultant's Contracts and Subcontracts

The Consultant must include the terms of this Section for Contract Worker

Background Screening in all contracts and subcontracts for services furnished under this Contract including, but not limited to, supervision and oversight services.

5. Materiality of Background Screening Requirements; Indemnity

The Background Screening requirements of this Section are material to City's entry into this Contract and any breach of this Section by the Consultant will be deemed a material breach of this Contract. In addition to the indemnity provisions set forth in Item 1, "Indemnification and Insurance Requirements" of the General Conditions, the Consultant will indemnify, defend, save, and hold harmless the City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by the Consultant or the City for failure to satisfy this Section.

6. Continuing Duty; Audit

The Consultant's obligations and requirements that Contract Workers satisfy this Background Screening will continue throughout the entire term of this Contract. The Consultant must notify the City immediately of any change to a Maximum Risk Background Screening of a Contract Worker previously approved by the City. The Consultant must maintain all records and documents related to all Background Screenings and the City reserves the right to audit the Consultant's compliance with this Section.

OR
(FOR AVN CONTRACTS)

1. Contract Worker Background Screening

Consultant agrees that all contract workers and subconsultants (Contract Workers) that Consultant furnishes to the City pursuant to this Contract shall be subject to background and security checks and screening (Background Screening). Consultant further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Contract. The City in no way warrants that these minimum requirements are sufficient to protect Consultant from any liabilities that may arise out of Consultant's services under this Contract or Consultant's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Consultant and its Contract Workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Contract.

1. Background Screening Requirements and Criteria

Consultant agrees that it will verify legal Arizona worker status as required by Arizona Revised Statutes (A.R.S.) § 41-4401. Consultant further agrees that it will conduct a background check for real identity and legal name on all Contract Workers prior to proposing the Contract Worker to the City.

2. Additional City Rights Regarding Security Inquiries

In addition to the foregoing, the City reserves the right, but not the obligation, to:

- Have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4) or Phoenix City Code § 4-22 or both;
- Act on newly acquired information, whether or not such information should have been previously discovered;
- Unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and
- Object, at any time and for any reason, to a Contract Worker performing work, including supervision and oversight, under this Contract.

3. Consultant Certification

By executing this Contract, Consultant certifies and warrants that Consultant has read the Background Screening requirements and criteria in this Section, understands them, and that all Background Screening information furnished to the City is accurate and current. A Contract Worker rejected for work under this Contract shall not be proposed to perform work under any other City contract or engagement without the City's prior written approval.

4. Terms of This Section Applicable to all of Consultant's Contracts and Subcontracts

Consultant shall include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Contract, including supervision and oversight services.

5. Materiality of Background Screening Requirements; Indemnity

The Background Screening requirements of this Section are material to the City's entry into this Contract and any breach of this Section by Consultant shall be deemed a material breach of this Contract. In addition to the indemnity provisions set forth in this Contract, Consultant shall defend, indemnify, and hold harmless the City for any and all Claims (as defined in Section II, 6.3) arising out of this Background Screening section including the disqualification of a Contract Worker by Consultant or the City for failure to satisfy this Section.

6. Continuing Duty; Audit

Consultant's obligations and requirements that Contract Workers satisfy this Background Screening Section shall continue throughout the entire term of this Contract. Consultant shall notify the City immediately of any change to a Background Screening of a Contract Worker previously approved by the City. Consultant shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Consultant's compliance with this.

7. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENTS

A CONTRACT WORKER SHALL NOT BE ALLOWED TO BEGIN WORK ON AIRPORT PROPERTY WITHOUT THE CONTRACT WORKER'S RECEIPT OF A CITY-ISSUED BADGE. A BADGE WILL BE ISSUED TO A CONTRACT WORKER SOLELY FOR ACCESS TO THE AREAS OF THE AIRPORT TO

WHICH THE CONTRACT WORKER IS ASSIGNED. EACH CONTRACT WORKER WHO ENTERS AIRPORT PROPERTY MUST USE THE BADGE ISSUED TO THE CONTRACT WORKER.

8. Badges

Upon notification from Consultant's authorized agent, the Contract Worker will proceed to the Badging Office for processing and issuance of a badge. The City will not process the badge until the Contract Worker satisfies the Background Screening requirements. The Contract Worker shall comply with all requirements and furnish all information requested by the Badging Office. All fees associated with security badging will be assessed in compliance with Phoenix City Code § 4-22. Current badging procedures and fees are available for review at <https://www.skyharbor.com/security/BadgingInformation>.

9. Key Access Procedures

If a Contract Worker's services require keyed access to enter a City facility, a separate key issue and return form must be completed and submitted to the City project manager by Consultant for each key issued.

10. Stolen or Lost Badges or Keys

Consultant shall immediately report lost or stolen badges or keys to the City. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

11. Return of Badges or Keys

All badges and keys are the property of the City and must be returned to the City at the Badging Office within one (1) business day after the Contract Worker's access to a City facility is no longer required to furnish the services under this Contract. Consultant shall collect a Contract Worker's badge and all keys (1) upon the termination of the Contract Worker's employment, (2) when the Contract Worker's services are no longer required at a City facility (3), and upon termination, cancellation, or expiration of this Contract.

12. Consultant's Default; Liquidated Damages; Reservation of Remedies for Material Breach

Consultant's default under this Section shall include the following:

A Contract Worker gains access to a City facility without the proper badge or key;

A Contract Worker uses another person's badge or key to gain access to a City facility;

A Contract Worker commences services under this Contract without the proper badge, key, or Background Screening;

A Contract Worker or Consultant submits false, incomplete, or misleading information or negligently submits incorrect information to the City to obtain a badge, key, or applicable Background Screening; or

Consultant fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility, or upon the expiration, cancellation, or termination of this Contract. Consultant acknowledges and agrees that the access control, badge, and key requirements in this Section are necessary to preserve and protect public health, safety, and welfare. Accordingly, Consultant agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by the City. Consultant's failure to properly cure any default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, Consultant shall be liable for and shall pay to the City the sum of \$1,000.00 for each breach by Consultant of this Section. The parties agree that the foregoing amount is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Contract in the event that Consultant breaches this Section. Further, the parties agree to the foregoing amount because of the difficulty of proving the City's actual damages in the event Consultant breaches this Section. The parties further agree that three (3) breaches of this Section by Consultant within a three-month period of time or three (3) breaches by Consultant of this Section arising out of the same default within a period of twelve (12) consecutive months shall constitute a material breach of this Contract by Consultant and the City expressly reserves all of its rights, remedies, and interests under this Contract at law and in equity, including termination of this Contract.

EXHIBIT C

**TRAVEL REIMBURSEMENT PROCEDURE
NOT USED AT THIS TIME**

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EXHIBIT D

DEPARTMENT SPECIFIC REQUIREMENTS

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EXHIBIT E

SUPPLEMENTAL TERMS AND CONDITIONS

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ATTACHMENT 1

GENERAL SCOPE OF SERVICES REQUIREMENTS AND STANDARDS

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ATTACHMENT 1

GENERAL SCOPE OF SERVICES REQUIREMENTS AND STANDARDS

The Consultant's services involving design and construction administration and inspection services may include, but are not limited to, the following general requirements and standards, unless otherwise provided for in the individual scope of services incorporated as a part of a Notice to Proceed for a specific project.

DESIGN SERVICES - GENERAL PROJECTS

The Consultant shall prepare plans, specifications, cost estimates and special provisions according to direction and standards of the City. All work must be performed within the metropolitan Phoenix area.

A. General Project Administration

1. The Consultant shall attend project meetings as necessary to maintain the project budget and schedule; chair periodic regular meetings and any additional meetings as requested by the City; set agendas and prepare and distribute meeting minutes. Meetings under basic services include:
 - a) Meetings with City staff and management.
 - b) Meetings required to obtain a permit.
 - c) Meetings with oversight committees (i.e., Facilities Review, Central City Architectural Design Review Panel, Village Planning Committees, Council Subcommittees and various boards and public hearings).
2. The Consultant shall research private, public and City utilities (i.e., power, gas, water and wastewater, flood control, public and private communications, etc.) regarding standard utility issues. The Consultant shall provide a Site Plan to the City Project Manager incorporating pertinent utility information for confirmation of locations and conflict review.
3. The Consultant shall be responsible for submission and retrieval of all required Contract documents to the various reviewing agencies required under this Contract.
4. The Consultant shall prepare and maintain a project schedule after meeting with the designated City project manager to determine appropriate submittal deadlines and to coordinate project submissions.
5. When applicable, the Consultant shall be responsible for obtaining or assisting the City in obtaining all federal, state, county, local and utility permits and approvals required for the Project (including NPDES, 404 and other permits). As the Project progresses, the Consultant shall timely furnish to the City copies of all communications between the Consultant and the respective agency or department related to this Contract and all approvals and permits for the Project. The Consultant shall indicate in the Project construction documents that the Contractor is responsible for obtaining a Dust Control Permit and assuring dust control measures comply with the Maricopa County Bureau of Air Pollution Control regulations.
6. The Consultant shall implement and comply with the policies set forth in the City of Phoenix Building Standards & Review Process document (latest revision). The Consultant shall assure newly constructed facilities and facilities undergoing major reconstruction are designed to meet the Leadership in Energy and Environmental Design (LEED) "Certified" level. The Consultant or responsible sub-consultant shall be an Accredited LEED Professional.
7. If requested, the Consultant will prepare necessary exhibits and make a presentation to the Facilities Review Board and City Council.
8. The Consultant must avoid specification of construction materials known to be hazardous or potentially hazardous, including asbestos, lead or any derivative of those, unless specifically approved in writing by the City.
9. The Consultant must submit a written monthly Design and Progress Report to the City during the entire design period.

B. Schematic Design Phase

1. The Consultant shall consult with City staff to ascertain information needed to meet the requirements of the Project and shall confirm such requirements in writing and/or by sketch to the City.
2. The Consultant shall prepare schematic design studies leading to a recommended solution together with a general description of the Project. The Consultant shall submit six sets of same to the City with written construction cost estimates based on current area, volume, or other unit costs. The Consultant shall present these studies and estimates to the City for review, comments and approval.
3. The Consultant shall be responsible for submitting two sets of drawings or plans to the City for use of the City's fire insurance carrier and all fire underwriting agencies that have an interest in the Project. If the insurance requirements materially affect the construction cost of the Project, the Consultant shall immediately notify the City in writing, who shall render the final instructions.
4. When required, the Consultant shall document and submit to the City for approval, the design approach used to meet the LEED "Certified" level and additional requirements regarding heat island effects, efficient water use, energy performance and waste management as referenced in the City of Phoenix Building Standards & Review Process document.
5. The Consultant shall avoid specification of construction materials known to be hazardous or potentially hazardous, including asbestos, lead or any derivative thereof unless specifically approved in writing by the City.
6. At the request of the Consultant, the Project Manager will establish a pre-design meeting for design review with the Planning & Development Department a minimum of two weeks prior to completion of schematic design. The Consultant will submit three copies of the preliminary site plan to the Planning & Development Department at the time the request for a meeting is made.
7. The Consultant shall prepare a schedule for City approval of all required submittals for Planning & Development Services Department reviews based upon information from the pre-design meeting and current Planning & Development Department published review times.
8. When required, the Consultant shall identify proposed private and public utility easements. The Consultant shall prepare documentation and forward to the City Project Manager for coordination of utility review and consideration of the proposed easement. Consultant's submittal shall comply with the City standard format as illustrated in the standard "Proposed Utility Easement Format" document.
9. When requested, the Consultant shall prepare necessary exhibits and make a presentation to the Facilities Review Board.
10. After completion of the schematic design, studies, and construction cost estimates, the Consultant shall present these studies and estimates to the City for review, comments and approval.
11. The Consultant shall submit a written monthly Design and Progress Report to the City during the entire period of design.
12. The Schematic Design Phase will be considered completed when the City has approved the schematic design plans, and the construction cost estimate for the submitted plans is within the Project construction budget.

C. Design Development Phase

1. After the schematic design studies and construction cost estimate are approved in writing by the City, the Consultant shall prepare the design development documents. These documents will consist of preliminary plans, elevations, other drawings, and specifications to fix and illustrate the size and character of the entire Project including the kinds of materials, type of structure, mechanical, electrical, computer and telecommunications systems, and such other work as may be appropriate.
2. The Consultant shall design the Project so that the construction shall conform to the requirements

of Title 34, Arizona Revised Statutes regulating public buildings and improvements, as well as other applicable statutes and regulations.

3. The Consultant shall prepare and furnish the City one perspective sketch of the concept of the completed Project. The Consultant shall select and obtain approval of the view for best depiction. The sketch shall be delivered to the City with the design development drawings and become the property of the City.
4. Toward the end of the Design Development Phase, the Consultant shall hold a plan coordination meeting between the Consultant and the subconsultants to review and address coordination and integration of the plans provided by the various disciplines. The Consultant shall invite the Project Manager to attend this meeting.
5. After completion of the Design Development Phase, the Consultant shall deliver six sets of the design development drawings and plans, six sets of the specifications, and six sets of the detailed Project cost estimates. The Consultant shall present all documents to the City for review, comment, and approval. If requested by the City, the Consultant shall present them to the City Council.
6. The Design Development Phase will be considered complete once the City has approved the submitted design development plans, agrees that the construction cost estimate is within the established Project budget, and agrees that the Consultant is meeting the submittal dates for Planning & Development Department documents as identified in the Schematic Design Phase schedule.

D. Construction Document Phase

1. After the design development documents and construction cost estimate have been approved in writing by the City, the Consultant shall prepare final, permit-ready construction drawings, plans, and specifications.
2. The Consultant shall prepare drawings in AutoCAD format compatible with City of Phoenix CADD technology and plotting facilities using AutoCAD drafting system and City layering standards (AIA plus City supplements). The drawing format will be a 24" x 36" sheet size unless otherwise authorized in writing by the City. The Consultant shall include the City's Boilerplate and Supplemental General Conditions sections in the Project specifications. No changes, deletions, or additions to these sections shall be made by the Consultant without approval by the City before inclusion in the final specifications. If required, the Consultant shall include a stamped and signed City approved document verifying the LEED point requirement for "certified" level has been met. Final bid specifications shall be prepared in an 8-1/2" x 11" format, single-spaced, single-sided and unbound.
3. During the preparation of construction documents, the Consultant shall inform the City in writing of any adjustments to previous construction cost estimates indicated by changes in scope, requirements, or market conditions.
4. The Consultant shall comply with all applicable federal, state, and local laws and codes in effect at the time the drawings, plans and specifications are approved by the City. The Consultant shall notify the City of any code changes that occur during the life of this Contract that will impact this Project. Any code changes that occur while drawings, plans and specifications are less than 45 percent complete (during design development) shall be made by the Consultant at no cost to the City. If plans and specifications are more than 45 percent complete, the Consultant shall coordinate with the City for an approved course of action and negotiate any fee adjustment, if applicable.
5. Toward the end of the Construction Documents Phase, the Consultant shall hold a plan coordination meeting between the Consultant and the subconsultants to review and address coordination and integration of the plans provided by the various disciplines. The Consultant shall invite the Project Manager to attend this meeting.
6. Upon completion of construction plans, specifications and contract documents, the Consultant shall provide three sets of all design calculations, including structural, mechanical, electrical and plumbing, and six complete sets each of construction drawings, plans specifications and contract documents for review and approval by the appropriate City agencies. These documents must be sealed and signed by the appropriate responsible party.

7. With the submission of the construction plans, specifications and contract documents, the Consultant shall submit six copies of a detailed Project cost estimate that follows the Construction Specification Institute divisions.
8. The Consultant shall coordinate the building permit process and assist in filing the required documents to secure approval of all governmental authorities having jurisdiction over the design of the Project. All original filing and approval fees shall be paid by the City or reimbursed to the Consultant if paid by the Consultant.
9. The Consultant shall incorporate all corrections received from the reviewing entities into the final bid set of contract documents. If required, the Consultant shall resubmit the revised plans to the Planning & Development Department for approval. Additionally, if required by the Project Manager, the Consultant shall submit a revised cost estimate reflecting the modifications made for this final submittal.
10. After completion of the proposed construction documents and review by City staff, the Consultant shall, if requested by the City, present all documents to the City Council for review, comment, and approval.
11. Upon approval by the Council and/or the City of complete drawings, plans, and specifications, the Consultant shall deliver to the City the final reproducible drawings in three formats: 1) one hard copy on 20 lb. bond paper or heavier, 2) one Adobe PDF 6.0 or higher file of signed and sealed copies, in set order, in the most current version supported by the City of Phoenix, and 3) one AutoCADD version (minimum 2000 version). All digital files must be compatible with City of Phoenix technology or as directed by the City of Phoenix. These documents shall be sealed and signed by the appropriate responsible party. The Consultant shall deliver to the City the final specifications in three formats: 1) one hard copy on 20 lb. bond paper or heavier, 2) one Microsoft Word application, and 3) one Adobe PDF file from the original Microsoft Word format. All applications shall be in the most current version supported by the City of Phoenix.
12. The Construction Documents Phase will be considered complete when the City has approved the final submitted plans and specifications, agrees that the cost estimate is within the established Project budget, and agrees that the plans are permit-ready.

E. Bid Phase

1. No later than eighteen calendar days prior to the first advertisement date of the Project bid, the Consultant shall submit a detailed construction cost estimate of the Project to be used by the City in setting SBE subcontracting goals for this Project. This cost estimate for the base bid shall be prepared in sufficient detail to identify all trades required for the Project, as well as estimated costs for those trades. The cost estimate should follow the Construction Specification Institute divisions. Consultant shall not furnish the estimate to anyone other than the Project Manager.
2. No later than ten calendar days prior to the first advertisement date for the Project bid, the Consultant shall ensure that the plans prepared by the utility companies have been incorporated into the final plans set.
3. The Consultant shall attend and prepare meeting minutes for the pre-bid conference, any other related meetings, and prepare all necessary addenda related to documents originated by the Consultant. The City will be responsible for distributing all addenda.
4. The Consultant shall be responsible for responding to questions regarding the plans and specifications. Consultant shall receive, review and approve/disapprove requests for substitutions, and incorporate these substitution requests into the addenda as required.
5. The Consultant shall submit their final design plans, including all design addenda. The resulting image produced on the viewing screen shall include all title blocks, borders, details and notes that are visible on full-size originals or bluelines. The CADD files should be accessible for reading and plotting. One copy of the final specifications, including all addenda, shall be submitted in print and on a computer disc compatible with City word processing standards.

Copies of documents that may be relied upon by the City are limited to the printed copies (also known as hard copies) that are signed and sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by the Consultant to the City

are only for the convenience of the City. Any conclusion or information obtained or derived from such electronic files will be at the City's sole risk.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. The Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by the City.

6. The Bid Phase will be considered complete when the Project construction bid has been awarded by the City Council and final construction documents have been received on electronic media.

F. Construction Administration and Inspection Services Phase

1. The Consultant shall perform Construction Administration and Inspection services on the project assignments released under this Contract according to the direction and standards of the City.
2. The Consultant shall attend the pre-construction conference which will be arranged and called for by the City, be prepared to respond to questions, and prepare a "Record of Preconstruction Conference" which will be distributed to all attendees. The Consultant shall attend project meetings as necessary to maintain the project budget and schedule, chair periodic regular meetings on site and any additional meetings as requested by the City, set agendas and prepare and distribute minutes.
3. The Consultant shall furnish the services of qualified inspectors approved by the City during the progress of construction. The Consultant shall coordinate the inspection, facilitate the work in general, and perform miscellaneous inspection work as required to assure that the work is constructed in accordance with the Contract documents and accepted standards of the construction industry. The Consultant, or Consultant's authorized representative, shall be present to perform inspections during placement of major work as defined in the scope of services meeting. The Consultant shall not have the direct control of the individual workers and their work. The direct control shall be solely the responsibility of the contractor (referred to as "Contractor"), to the extent provided by the Contract between the City and the Contractor.
4. The Consultant shall provide Construction Administration and Inspection as required for substantial compliance with, and final acceptance of, the Contract documents. The Consultant will keep the City informed of the progress of the work, endeavor to guard the City against defects and deficiencies in the work of the Consultant, and shall reject or stop work, as appropriate, failing to conform to the Contract documents. The Consultant or Consultant's authorized representative shall keep adequate project records and field reports of work during construction.
5. The Consultant shall make recommendations to the City on matters relating to the interpretation of the Contract documents.
6. The Consultant shall review the Contractor's submittal schedule which will list all submissions required by Contract documents.
7. The Consultant shall establish a submittal control sheet to monitor the timeliness of Contractor submissions, and review and make recommendations to the City relating to the execution and progress of the project.
8. The Consultant shall provide the necessary survey controls for the Contractor's guidance and verify the correctness of the work as it progresses.
9. The Consultant shall review and monitor schedules; and review and approve or take other appropriate action on samples, shop and setting drawings; coordinate testing, review and make recommendations on reports from testing laboratory(ies), and other submissions for conformance with the design concept of the project and for compliance with the information given by the Contract documents.
10. The Consultant shall monitor and log Contractor correspondence and provide the City with all

documents, reports and correspondence pertaining to the project.

11. All construction testing shall be done under the supervision of the Consultant.
12. The Consultant shall require a copy of the Dust Control Permit and Plan and shall ensure compliance with the dust control measures listed in the Plan. The Consultant shall notify the City Engineer's authorized representative in the event of a noncompliant condition, citation issuance or Notice of Violations.
13. The Consultant shall submit reports of the job site visit which will summarize the activities at the time of the visit and progress made since the last visit. These reports will be submitted to the City on a weekly basis.
14. The Consultant shall make construction monthly progress reports to the City covering the general progress of the project and describing any problems or factors contributing to delay and recommending solutions or resolutions where appropriate.
15. The Consultant shall review and make recommendations to the City on all claims of the Contractor for extra work not covered in the Contract documents, and the recommendations shall be jointly reviewed by the Consultant and the City for final decisions. The Consultant will prepare construction change orders for approved extra work and time extensions not covered in the Contract documents brought about by Contractor(s) claims.
16. For all changes, additions or deletions requested by the City, the Consultant will obtain all information required and present Consultant's recommendations. The City will either approve or deny the recommendation.
17. The Consultant will verify the amount owed to the Contractor and will sign and issue City Form, "Estimate for Payment," in such amount. This "Estimate for Payment" will constitute a representation to the City that the work has progressed to the point indicated. By issuing an "Estimate for Payment," Consultant will also represent to the City that, to the best of Consultant's knowledge, information, and belief, based on what Consultant's inspections and observations have revealed, the quality of the work is in substantial accordance with the Contract documents.
18. The Consultant will attend joint inspections with the City to determine the dates of substantial and final completion and so inform the City Engineer in writing, when completed. After acceptance of the project by the City, the Consultant will promptly issue a final "Estimate for Payment," with two completed and signed copies of City Form, "Settlement of Claims."
19. The Consultant shall provide project close-out related services including:
 - a. Conduct final close-out inspection(s), prepare a project punch list including the owner's concerns, and verify that the items indicated on the list are corrected prior to final acceptance.
 - b. Verify that all documentation required of the Contractor per the construction contract has been submitted and is acceptable to the City.
 - c. Submit a report confirming construction practices comply with the Leadership in Energy and Environmental Design (LEED) "Certified" level criteria as shown in the project drawings and specifications. Documentation shall be signed and stamped by the project design principal that is an Accredited LEED Professional and the contractor's project manager. Reference the City of Phoenix Building Standards & Review Process document (latest revision) requirements.
 - d. Review, assemble and provide all warranties, files, operating manuals, logs and other close-out paperwork as described in the project specifications at the completion of the project.
 - e. Verify that all correspondence, shop drawings, directives, and RFI's, are delivered to the City.
 - f. Review and approve all lien waivers prior to the final payment to the Contractor.
 - g. Prepare and turn over to the City in three formats as described in this Contract. These tracings shall be signed and certified as accurate by the Consultant.
 - h. Verify that additional construction materials are delivered to the City by the Contractor.
 - i. Evaluate the Contractor's performance and complete the "Contractor's Performance Review" form.

20. The Consultant shall furnish the City a letter recommending acceptance of the work, however, the City shall retain the right to determine when, and if, the construction work appears to be accomplished in accordance with the drawings, plans and specifications. In this respect, the construction work may be inspected at any time by the City Engineer and/or the Planning & Development Director and/or their authorized representatives.
21. When requested, approximately 11-1/2 months, but prior to 12 months, after the construction project has been accepted, the Consultant shall make an inspection to determine if any work, equipment, or material is in need of corrective action under the Contractor's guarantee clause. The Consultant shall then notify the City in writing of the results of said inspection along with any recommendations.
22. Incidental to the services for the project, the Consultant agrees to notify the Contractor and the City of any unsafe conditions which the Consultant may see and recognize as such at the construction site and take immediate corrective action, if required. However, it is not intended that the Consultant be responsible for safety at the project site.

EXHIBIT B
ARCHITECTURAL BASIC SERVICES SUBMISSION REQUIREMENTS

If applicable for the specific project, the Consultant shall provide the following general requirement: Each plan sheet shall contain a title with the City identification number, north arrows where appropriate, seals (written and graphic), drawing identification, and be sequentially numbered.

I. SCHEMATIC DESIGN PHASE SUBMISSION REQUIREMENTS

A. Plans - 1/8" or 1/16" scale as approved Floor Plans

1. Site Plan

- a) Building location (with dimensions to property lines and other on-site improvements) and orientation
- b) Zoning setback dimensions
- c) Parking
- d) Drives/walkway
- e) Landscape concept plan
- f) Special areas, e.g., game, picnic, etc.
- g) Security considerations, e.g., site lines, lighting
- h) Context plan
- i) Storm water retention area
- j) Existing and proposed utilities (water, sewer and fire line and fire hydrants)

2. Floor plan(s)

- a) Identification of rooms/spaces with room size (area and dimensions) and floor elevation changes
- b) Overall dimensions
- c) Restroom fixture layout
- d) Ceiling heights
- e) Furniture, millwork and equipment layouts, if requested

3. Roof plans

- a) Show equipment locations and access
- b) Show drainage and pitch of roof

B. Elevations

1. All exterior elevations showing massing with, fenestration, vents, scupper, downspout, doors and other pertinent features.
2. Material identification and finishes
3. Vertical dimensions

C. Sections

1. Longitudinal section
2. Cross section.

D. Outline Specifications

1. Provide a written description of the following systems:
 - a) Structural, plumbing, mechanical and electrical systems including basis for design
 - b) Special systems
 - c) Exterior wall and roof system construction
 - d) Energy conservation considerations
 - e) General interior finish schedule

- E. Statement and Probable Construction Cost - See Contract Section V. Propose items to modify costs to bring Project into budget.
- F. Code Analysis (zoning ordinance and building code requirements) - Identify areas where variances would be required and reasons why compliance would be difficult. Analysis to include construction type, occupancy, occupant load, exiting analysis, parking requirements, accessibility issues, and other items pertinent to building and site.
- G. Variances - Prepare and submit to the appropriate agency all required documents necessary to obtain variances authorized by the City.
- H. Statement of Design Concept and Philosophy - General written description of the concepts and considerations which lead to the design solution.
- I. Statement that design is in compliance with "City of Phoenix Building Standards" with statement noting any deviations.
- J. Required documentation for LEED Certification.

II. DESIGN DEVELOPMENT PHASE SUBMISSION REQUIREMENTS

A. Plans - 1/8" = 1'0" scale unless noted

- 1) Dimensioned floor plans showing partitions, doors, windows and columns
- 2) Enlarged plans at 1/4" = 1'0" scale of special areas
- 3) Enlarged toilet room plans at 1/4" = 1'0" scale showing fixtures, dimensions and accommodations for the disabled
- 4) Reflected ceiling plans showing lighting layout and mechanical diffusers
- 5) Roof plan(s) showing equipment, drains, hatches and traffic treads
- 6) Enlarged mechanical room plans at 1/4" = 1'0" scale showing major mechanical equipment to scale and equipment service space (e.g., filter pulls, boiler tube pulls, etc.)
- 7) Provide list of major mechanical and electrical equipment including type, size, capacity, etc.
- 8) Mechanical plans showing main (primary) duct distribution
- 9) Structural plan(s) showing foundation plans and major framing plans including major framing members and columns and dimension column grid
- 10) Electrical plans showing size of service and distribution system, lighting plan, and power, telephone and computer outlet plan

B. Elevations 1/8" = 1'0" Scale

- 1) Same elevations as called for in Schematic Design phase but identifying all materials, colors, light fixtures, louvers, roof mounted equipment, penthouses, downspouts, etc.
- 2) Interior elevations of identified in Section II. A.2 and A.3 above. Interior elevations shall show all materials and pertinent vertical dimensions.

C. Sections

- 1) Typical wall section through solid exterior wall at 1/2" = 1'0" minimum.
- 2) Typical exterior wall section through window/store front construction at 1/2" = 1'0" minimum. Wall sections shall show materials, bond beams, lintels, flashing, masonry coursing, beam bearing, roof construction, sill and head conditions and floor foundation connection.
- 3) Cross section and longitudinal sections at 1/8" = 1'0" minimum showing roof and floor construction, ceiling height and major duct space
- 4) Section through roof penetrations at 1/2" = 1'0" minimum showing curbs and flashing

D. Site Plan

In addition to Schematic Design information, provide:

- 1) Grading and drainage
- 2) Utility service entrance points
- 3) Landscape plan
- 4) Site lighting
- 5) Pavement sections

E. Specifications

- 1) Index of final specification sections.
- 2) Written short descriptive specifications for all products, components, systems, and equipment including technical description, size, color, warranty and other pertinent information.
- 3) Cut sheets of critical components (ex. plumbing and light fixtures, mechanical units, flooring and ceiling materials, etc.) as determined by the City.
- 4) One color board indicating interior and exterior materials and finishes.

F. Code Evaluation

- 1) Written report of preliminary reviews with Planning & Development Services Department and County Health Department, if required.
- 2) Disposition of variances identified in the Schematic Design phase.

G. Cost Estimate

The Consultant shall provide a comprehensive cost estimate that meets the requirements under Section V paragraph A. of the Contract. The cost estimate must include an acceptable identification of base bid and alternate items and must include a detailed breakdown of significant components within the Project (i.e. doors, light fixtures, windows, mechanical units, etc.). The cost estimate should follow the Construction Specifications Institute divisions.

H. LEED

The Consultant shall provide all required documentation and information for LEED Certification.

III. CONSTRUCTION DOCUMENT SUBMISSION REQUIREMENTS

A. During this phase, the consultant shall complete all drawings, specifications and other documents necessary for bidding the Project through a public bid and necessary to construct the Project. The Consultant shall submit the following:

- 1) Sealed prints of all drawings, specifications and calculations suitable for public bidding
- 2) A new cost estimate that is based on an updated version of the comprehensive cost estimate provided under the Design Development Phase.
- 3) Statement of probable construction cost and certification that Project is within construction budget allocation
- 4) The Consultant shall provide all required documentation and information for LEED Certification

B. Building Permits

- 1) The Consultant shall coordinate plans submittal to the Planning & Development Department with the Project Manager. The City will pay the Planning & Development Department plan review and permit fees.
- 2) The Consultant shall submit the plans to the Planning & Development Department and provide a copy of the receipt and the log number to the Project Manager within two days of plans submittal.
- 3) The Consultant shall follow the plans through the building permit plan review process, pick up the reviewed plans, and provide a copy of the comments to the Project Manager.
- 4) The Consultant shall make necessary corrections, review and receive approval by the Project Manager of those corrections, and resubmit to the Planning & Development Services Department until the plans are considered permit-ready by the Planning & Development Department.
- 5) The Consultant shall notify the Project Manager when the plans are deemed to be permit-ready by the Planning & Development Department.

IV. BID PHASE

- A. Submit Small Business Enterprise cost estimate to the Project Manager.
- B. Submit all final design plans including design addenda on electronic media approved by the City.

ATTACHMENT 2

BILLABLE RATES

FIRM HOURLY BILLABLE RATE

.....	\$
.....	\$
.....	\$
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ATTACHMENT 3

INSURANCE CERTIFICATES

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