

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

CONTRACT FOR ARCHITECTURAL SERVICES

THIS CONTRACT is made and entered into on the _____ day of _____, 2007, by and between the City of Tempe, hereinafter called CITY, and \, hereinafter called the CONSULTANT.

The CITY engages the CONSULTANT to perform professional services for a project known and described as \, Project No. \, hereinafter called the "Project".

SECTION I - SERVICES OF THE CONSULTANT

The CONSULTANT shall perform the following professional services to CITY standards and in accordance with the degree of care and skill that a registered professional in Arizona would exercise under similar conditions:

- A. The CONSULTANT shall \, as described in Exhibit "A" attached.
- B. The CONSULTANT has assigned \ as the Project Manager for this Contract. Prior written approval is required in the event the CONSULTANT needs to change the Project Manager. The CONSULTANT shall submit the qualifications of the proposed substituted personnel to the City for approval.
- C. The CONSULTANT shall prepare and submit a detailed opinion of probable cost of the project.
- D. The CONSULTANT shall follow and comply with the Public Improvement Project Guide as directed by the CITY.
- E. The CONSULTANT shall design the project within the allotted budget of \. Sufficient alternatives shall be included in the bid package to allow the CITY to construct the facilities.
- F. The CONSULTANT shall be responsible to redesign the project at no additional cost to the CITY if required to build within the CONTRACT specified budget.
- G. The CONSULTANT shall prepare plans and technical specifications per the requirements of the applicable chapters of the City's Engineering Design Criteria Manual, latest revision, and the Maricopa Association of Governments (MAG) Standard Specification and Details as amended by the CITY. All plans shall be prepared on CAD as required by the CITY. Final plans shall be submitted on 3 ml double matte black line mylar and shall be 24" x 36" in size.

- H. The CONSULTANT shall submit all final construction documents in both hard copy and electronic format. Plans shall be MicroStation or AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software version used shall be compatible to current City standards. Other support documents, for example, structural calculations, drainage reports and geotechnical reports, shall be submitted in hard copy only.

SECTION II - PERIOD OF SERVICE

The CONSULTANT shall complete all services within \ calendar days of the "Notice to Proceed" date. In the event delays are experienced beyond the control of the CONSULTANT, the schedule may be revised as mutually agreed upon by the CITY and the CONSULTANT.

SECTION III - CONSULTANT'S COMPENSATION

- A. The method of payment for this CONTRACT is (payment by installments) or (lump sum) or (hourly, not to exceed rate). Total compensation for the services performed shall (be the sum of \$\) or (not exceed \$\)), plus approved adjustments. (This fee includes an allowance of \$\ for reimbursable expenses, which in no event will ever be more than actual cost.)
- B. The CITY shall pay the CONSULTANT in installments based upon monthly progress reports and detailed invoices submitted by the CONSULTANT subject to the following limitations:
 - 1. Prior to approval of the Program Phase, payments to the CONSULTANT shall not exceed \% of the contract amount.
 - 2. Prior to approval of the Schematic Design Phase, payments to the CONSULTANT shall not exceed \% of the contract amount.
 - 3. Prior to approval of the Design Development Phase, payments to the CONSULTANT shall not exceed \% of the contract amount.
 - 4. Prior to approval of the Construction Documents, payments to the CONSULTANT shall not exceed \% of the contract amount.
 - 5. Prior to completion of the Bidding Phase, payments to the CONSULTANT shall not exceed \% of the contract amount.
 - 6. Prior to completion of the Construction Phase, payments to the CONSULTANT shall not exceed \% of the contract amount.
 - 7. (Payments for reimbursable expenses shall be made during all phases based on actual expenses.)

- C. The CITY at its discretion may, by written notification, waive the above limitations.
- D. The CITY shall make payments to the CONSULTANT within thirty (30) days after receipt of the progress report and detailed invoice.

SECTION IV - THE CITY'S RESPONSIBILITIES

- A. The CITY shall designate a project manager during the term of this CONTRACT. The project manager has the authority to administer this CONTRACT and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by the CITY on any aspect of the work shall be directed to the project manager.
- B. The CITY shall review submittals by the CONSULTANT and provide prompt response to questions and rendering of decisions pertaining thereto, to minimize delay in the progress of the CONSULTANT'S work. The CITY will keep the CONSULTANT advised concerning the progress of the CITY'S review of the work. The CONSULTANT agrees that the CITY'S inspection, review, acceptance or approval of CONSULTANT'S work shall not relieve CONSULTANT'S responsibility for errors or omissions of the CONSULTANT or it's sub-consultant(s).
- C. The CITY reserves the right to conduct an independent value engineering review of the project.
- D. The CITY may retain a consulting firm to prepare an estimate of construction costs. The CITY may choose not to bid the project until the architect's estimate and the consulting firm's estimate are within a reasonable variance.
- E. Unless included in the CONSULTANT'S Scope of Work, the CITY shall furnish the CONSULTANT gratis, the following information or services for this Project:
 - 1. One copy of its maps, records, laboratory tests, survey ties, and benchmarks, or other data pertinent to the services. However, the CONSULTANT shall be responsible for searching the records and requesting specific drawings or information and independently verifying said information.
 - 2. Available CITY data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.
 - 3. When required, title searches, legal descriptions, detailed ALTA Surveys, and environmental assessments to the end that the CITY may proceed with the right of way acquisition.

SECTION V - TERMINATION

The CITY, at its sole discretion, may terminate this CONTRACT for convenience or abandon any portion of the Project for which services have not been performed by the CONSULTANT, upon fourteen (14) days written notice delivered to CONSULTANT personally or by certified mail at . This CONTRACT may be terminated pursuant to ARS Sec. 38-511.

Immediately after receiving such notice, the CONSULTANT shall discontinue advancing the services under this CONTRACT and proceed to close said operations under this CONTRACT. The CONSULTANT shall appraise the services it has completed and submit an appraisal to the CITY for evaluation. The CITY shall have the right to inspect the CONSULTANT'S work to appraise the services completed.

CONSULTANT shall deliver to the CITY all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the CONSULTANT under the CONTRACT, entirely or partially completed, together with all unused materials supplied by the CITY.

In the event of such termination or abandonment, the CONSULTANT shall be paid for services performed prior to receipt of said notice of termination including reimbursable expenses then incurred.

If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by the CONSULTANT based upon the scope of work set forth in Exhibit A, and shall be agreed upon mutually by the CONSULTANT and the CITY. However, in no event shall the fee exceed that set forth in Section III of the attached CONTRACT.

The CITY shall make final payment within sixty (60) days after the CONSULTANT has delivered the last of the partially completed items and the final fee has been agreed upon.

In the event this CONTRACT is terminated, the CITY shall have the option of completing the work, or entering into a CONTRACT with another party for the completion of the work according to the provisions and agreements herein.

SECTION VI - SUPPLEMENTAL CONTRACT PROVISIONS

The supplemental contract provisions to this CONTRACT are attached hereto and incorporated herein by reference as if fully set forth.

/
Project No.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT this _____ day
of _____, 2007.

CITY OF TEMPE, ARIZONA

By _____
Mayor

By _____
Public Works Manager

Recommended By:

Deputy PW Manger/City Engineer

ATTEST:

City Clerk

REVIEWED BY:
APPROVED AS TO FORM:

City Attorney

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

CONSULTANT

\

Name

Title

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

Certified to be a true and exact copy.

Karen M. Fillmore
Records Specialist