



**CITY OF SCOTTSDALE
PROFESSIONAL SERVICES CONTRACT
CONSULTING SERVICES
DESERT DISCOVERY CENTER SCOTTSDALE, INC.**

THIS CONTRACT, entered into this 11th day of January, 2016, between the City of Scottsdale, an Arizona municipal corporation, the "City," and the Desert Discovery Center Scottsdale, Inc., an Arizona non-profit corporation, the "Consultant".

WITNESSETH

The City has protected significant acreage in the northeast part of Scottsdale known as the McDowell Sonoran Preserve; and

It is the desire of the City to consider development of a facility to be known as the Desert Discover Center, dedicated to introducing Arizona residents and tourists alike to the wonders of the Sonoran desert through conservation and environmental education, including its history, uniqueness, and sustainability, through many varied and instructional exhibits, special programming, and research; and

The City desires to contract with a Consultant to assist with the evaluation of the City's existing Phase II Feasibility Study, which was located at the Gateway to the Preserve, and update recommendations of the uses in this Phase II Feasibility Study and from this, assist in the planning, development, and design of the Desert Discovery Center; and

The Mayor of the City of Scottsdale is authorized and empowered by provisions of the City Charter to execute contracts for professional services; and

The City desires to contract for consulting services for the Desert Discovery Center; and

The Consultant is duly qualified to perform the requested services.

AGREEMENT

IN CONSIDERATION of the mutual promises and obligations stated in this Contract, the parties agree as follows:

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Consultant will act under the authority and approval of the Contract Administrator for the City, as named below, to provide the professional services required by this Contract.

1.1 SERVICE DESCRIPTION

The entire Request for Qualifications No. 15SQ015 identified as "Request for Statements of Qualifications-Desert Discovery Center at the Gateway to the McDowell Sonoran Preserve" is incorporated into this Contract by this reference as fully as if written out below.

If any provision incorporated by reference from the Request for Qualifications conflicts with any provision of the Contract or is in any way inconsistent with any provision of this Contract, this Contract will control.

1.2 SCOPE OF WORK

The Consultant will act under the authority and approval of the Contract Administrator to provide the consulting services required by this Contract. The Consultant is assigned the tasks specified in the Scope of Work, attached hereto as Exhibit "A," and by this reference made a part hereof. Consultant must obtain all necessary information needed to complete the tasks specified for timely completion of the Scope of Work. Each task will be reviewed and approved by the Contract Administrator to determine acceptable completion.

All documents, including but not limited to, data compilations, studies, and reports which are prepared and paid for by the City in the performance of this Contract are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Consultant.

1.3 ARCHITECT

The City shall be solely responsible for the solicitation of and contracting with a qualified Architect pursuant to the provisions of Arizona Revised Statutes, Title 34. Consultant will be given an opportunity to be a part of the selection process, but the final decision on what Architect to select will be exclusively that of the Scottsdale City Council. In accordance with the provisions of the Scope of Work, Consultant will have input into the design of the Desert Discovery Center, but the final design approval will be that of the City. It is anticipated that as a part of this Contract, the Architect will be tasked with completion of well-developed schematic plans.

2.0 BILLING RECORDS, AUDIT, FEES

2.1 BILLING RECORDS, AUDIT

The time spent for each task must be recorded and submitted to the Contract Administrator. Consultant must maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and makes these materials available for audit by the City in accordance with Section 4.7 of this Contract.

2.2 FEE SCHEDULE

The amount paid to Consultant inclusive of all expenses under this Contract must not exceed \$726,900. Consultant will be paid according to following schedule:

Consultant may submit monthly work in progress billings for services rendered together with applicable documentation as directed by the Contract Administrator. Consultant must submit to the Contract Administrator for approval, any out-of-pocket travel or other incidental expenses to be billed to the City.

2.3 PAYMENT APPROVAL

All charges must be approved by the Contract Administrator before payment.

2.3.1 PAYMENT TERMS

The City of Scottsdale's payment terms are payment within thirty (30) days after approval by Contract Administrator. In no event will payment be made prior to receipt of an original invoice containing invoice and proper reference numbers. The City is not liable for delays in payment caused by failure of the Vendor or Consultant to send invoice to the address specified below:

City of Scottsdale
Capital Project Management
7447 E. Indian School Road, Suite 205
Scottsdale, Arizona 85251-4468

3.0 TERM, EXTENSION, TERMINATION

3.1 TERM AND EXTENSION

Term of the Contract is for a period of eighteen (18) months from the effective date of this contract. In the event that any tasks remain incomplete after the specified completion time period, continuation of this Contract will be subject to written approval by the Contract Administrator and the Public Works Director. The City and Consultant may mutually agree to extend this Contract upon the recommendation of the Contract Administrator and the concurrence of the Public Works Director without returning to Council. This Contract must be approved by the City Council of the City of Scottsdale, Arizona, signed by its Mayor and attested by the City Clerk.

3.2 TERMINATION

Termination for Convenience: City reserves the right to terminate this Contract or any part of this Contract for its sole convenience with thirty (30) days' written notice. In the event of any termination, Consultant must immediately stop all work, and must immediately cause any of its suppliers and Subcontractors to cease all work. As compensation in full for services performed to the date of termination, the Consultant will receive a fee for the percentage of services actually completed. This fee will be in the amount to be mutually agreed upon by the Consultant and the City, based on the agreed Scope of Work. If there is no mutual agreement, the Contract Administrator will determine the percentage of completion of each task detailed in the Scope of Work and the Consultant's compensation will be based upon this determination. The City will make this final payment within sixty (60) days after the Consultant has delivered the last of the partially completed items. Consultant will not be paid for any work done upon receipt of the notice of termination, nor for any costs incurred by Consultant's suppliers or Subcontractors, which Consultant could reasonably have avoided.

Cancellation for Cause: City may also cancel this Contract or any part of this Contract with seven (7) days' notice for cause in the event of any default by the Consultant, or if the Consultant fails to comply with any of the terms and conditions of this Contract. Unsatisfactory performance as judged by the Contract Administrator and failure to provide City, upon request, with adequate assurances of future performance will all be causes allowing City to cancel this Contract for cause. In the event of cancellation for cause, City will not be liable to Consultant for any amount, and Consultant will be liable to City for any and all damages sustained by reason of the default which gave rise to the termination.

In the event Consultant is in violation of any Federal, State, County or City law, regulation or ordinance, the City may cancel this Contract immediately upon giving notice to the Consultant.

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

Upon cancellation, the Consultant must deliver to the City all drawings, if any, special provisions, reports, and other documents, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City. Use of incomplete data will be at the City's sole responsibility.

The Consultant must appraise the work it has completed and submit its appraisal to the City for evaluation. At that time, the Consultant will be entitled to be paid for Work performed and accepted by the City before the default.

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

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

3.3 FUNDS APPROPRIATION

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

4.0 GENERAL TERMS

4.1 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the specified services. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 ARIZONA LAW

This Contract is governed and interpreted according to the laws of the State of Arizona.

4.3 MODIFICATIONS

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

4.4 ASSIGNMENT

Services covered by this Contract may not be assigned or sublet in whole or in part without first obtaining the written consent of the Purchasing Director and Contract Administrator.

4.5 SUCCESSORS AND ASSIGNS

This Contract extends to and is binding upon Consultant, its successors and assigns, including any individual, company, partnership or other entity with or into which Consultant merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which Consultant sells its assets.

4.6 CONTRACT ADMINISTRATOR

The Contract Administrator for the City will be (contract administrator) or designee. The Contract Administrator will oversee the execution of this Contract, assist the Consultant in accessing the organization, audit billings, approve payments, establish delivery schedules, approve addenda, and assure Certificates of Insurance are in City's possession and are current and conform to the Contract requirements. The Consultant must channel reports and special requests through the Contract Administrator.

4.7 RECORDS AND AUDIT RIGHTS

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

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

Consultant must require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this section by insertion of these requirements in a written Contract Agreement between Consultant and payee. These requirements will also apply to any and all Subcontractors.

If an audit in accordance with this section, discloses overcharges, of any nature, by the Consultant to the City in excess of 1% of the total Contract billings, the actual cost of the City's audit must be reimbursed to the City by the Consultant. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Consultant's invoices and/or records must be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of City's findings to Consultant.

4.8 ATTORNEY'S FEES

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

4.9 INELIGIBLE BIDDER

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

4.10 INDEPENDENT CONTRACTOR

The services Consultant provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City will not withhold income tax as a deduction from contractual payments. As a result of this, Consultant may be subject to I.R.S. provisions for payment of estimated income

tax. Consultant is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 CONFLICT OF INTEREST

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

The City may cancel any Contract or Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a Consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation will be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).

4.12 NOTICES

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

In the case of Consultant:

Sam Kathryn Campana
Desert Discovery Center Scottsdale, Inc.
7904 E. Chaparral Road, A110
PMB 488
Scottsdale, Arizona 85250
(602) 390-3452

In the case of City:

Gary Meyer
7447 E. Indian School Road, OCC 201
Scottsdale, AZ 85251
(480) 312-2367

Notices will be considered received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail. Notice by facsimile or electronic mail is not adequate notice.

4.13 FORCE MAJEURE

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

4.14 TAXES

Consultant is solely responsible for any and all tax obligations which may result out of the Consultants performance of this Contract. The City has no obligation to pay any amounts for taxes, of any type, incurred by the Consultant.

4.15 ADVERTISING

No advertising or publicity concerning the City using the Consultant's services shall be undertaken without prior written approval of such advertising or publicity by the City of Scottsdale Contract Administrator and by the City Attorney.

4.16 COUNTERPARTS

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

4.17 CAPTIONS

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.18 SUBCONTRACTORS

During the performance of the Contract, the Consultant may engage any additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors requires that the Consultant first obtain the approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant.

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

any Subcontractor to receive prompt payment and retention reduction as provided in this Contract.

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

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

4.19 CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If any changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment will be authorized by written Change Order.

The City will execute a formal Change Order based on detailed written quotations from the Consultant for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code.

4.20 COMPLIANCE WITH FEDERAL AND STATE LAWS

The Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. In addition, the Consultant understands and acknowledges the applicability of A.R.S. §34-301 and 34-302.

4.21 IMMIGRATION LAW COMPLIANCE

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

A breach of this warranty by the Consultant or any of its Subcontractors will be considered a material breach of this Contract and may subject the Consultant or Subcontractor to penalties up to and including termination of this Contract or any subcontract. The Consultant will take appropriate steps to assure that all Subcontractors comply with the requirements of the E-Verify Program. The Consultant's failure to assure compliance by all its' Subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

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

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

4.25 NO PREFERENTIAL TREATMENT OR DISCRIMINATION

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

4.26 INDEMNIFICATION

To the fullest extent permitted by law, Consultant, its successors, assigns and guarantors, must defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Consultant relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Consultant's and Subcontractor's employees.

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

4.27 OWNERSHIP OF PROJECT DOCUMENTS

All documents, including but not limited to notes, records, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, by and between the Consultant and City Representatives, prepared in the performance of this Contract will remain the property of the City and must be delivered to the Contract Administrator before final payment is made to the Consultant.

When the work detail covers only the preparation of preliminary reports or documents, there will be no limitations upon the City concerning use of the ideas or recommendations in the reports or documents. The City will release the Consultant from any liability for the preparation and use of preliminary reports or documents.

Any use of the project documents for purposes other than intended under this Contract will be at the sole risk of the City, and the Consultant will not be liable for any losses or injuries arising out of that use.

4.28 COMPLETENESS AND ACCURACY

The Consultant will be responsible for the completeness and accuracy of work prepared by the Consultant and will correct, at its expense, all errors or omissions which may be disclosed. The cost to correct those errors will be chargeable to the Consultant. Additional work or construction added to the project will not be the responsibility of the Consultant unless the need for additional work or construction was created by any error, omission, or negligent act of the Consultant. The City's acceptance of the Consultant's work will not relieve the Consultant of any of its responsibilities. The professional standard to which the Consultant is held will be that of a similar Consultant as practiced in the State of Arizona.

4.29 ALTERATIONS OR ADDITIONS TO SCOPE OF SERVICES

The total Scope of the Consulting Services to be performed is stated in this Contract. Any services requested outside the scope of work are additional services. The Consultant will not perform these additional services without a written Change Order approved by the City. If the Consultant performs additional services without a Change Order, the Consultant will not receive any additional compensation.

4.30 EQUAL EMPLOYMENT OPPORTUNITY

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

4.31 EVALUATION OF CONSULTANT'S PERFORMANCE

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

- Completeness
- Accuracy
- Utility Coordination
- Technical Expertise
- Organization
- Appearance of Plans (linework, lettering, etc.)
- Working Relationship with City Staff and Others
- Availability
- Communication Skills (meetings, correspondence, etc.)

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

4.32 THIRD PARTY BENEFICIARY

Nothing under the Contract Documents will be construed to give any rights or benefits in the Contract Documents to anyone other than the City and the Consultant, and all duties and responsibilities undertaken in accordance with the Contract Documents will be for the sole and exclusive benefit of the City and the Consultant and not for the benefit of any other party.

4.33 CONSULTANT ON SITE SAFETY REPORTING REQUIREMENTS

For any non-construction City supplier whose service Contract(s) (either singular or in aggregate) results in the Consultant working 500 or more hours on site at a City of Scottsdale location(s) in any one calendar quarter, the following documentation must be provided by the Consultant to the Contract Administrator (CA):

- the Consultant's most recent OSHA 300A (if applicable);
- all accident reports for injuries that occurred in the City under the Contract during the most recent review period;
- the Consultant's current worker's compensation experience modifier;
- the above information is to be provided to the CA initially and every February thereafter as long as the Contract is in force;
- the CA will provide this information to Risk Management when requested.

5.0 INSURANCE

A current standard Acord Certificate is acceptable.

Failure to provide an appropriate Certificate of Insurance will result in rejection of your certificate and delay in Contract execution.

Additionally, Certificates of Insurance submitted without referencing an RFP and Contract number will be subject to rejection and returned or discarded.

5.1 Insurance Representations and Requirements

5.1.1 General: Consultant agrees to comply with all applicable City ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Consultant, Consultant must purchase and maintain, at its own expense, the stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

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

5.1.3 Coverage Term: All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed

under the terms of this Contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

5.1.4 Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract, and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract

5.1.5 Policy Deductibles and or Self-Insured Retentions: The policy requirements may provide coverage which contain deductibles or self-insured retention amounts. These deductibles or self-insured retention must not be applicable with respect to the policy limits provided to City of Scottsdale. Consultant is solely responsible for any deductible or self-insured retention amount. City of Scottsdale, at its option, may require Consultant to secure payment of the deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

5.1.6 Use of Subcontractors: If any work under this Contract is subcontracted in any way, Consultant must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as stated in this Contract protecting City of Scottsdale and Consultant. Consultant is responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

5.1.7 Evidence of Insurance and Required Endorsements: Before starting any work or services under this Contract, Consultant must furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Contract and provide the required coverage, conditions, and limits of coverage and that this coverage and the provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it is Consultant's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions endorsed to the Consultant's policy:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.

2. Consultant's insurance must be primary insurance as respects performance of subject Contract.
3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Consultant under this Contract.
4. If the Consultant receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Consultant's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

5.2 Required Coverage

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

5.2.2 Professional Liability: If Consultant hires any subcontractor for any professional services or work, or if Consultant engages in any professional service or work adjunct or residual to performing the work under this Contract, Consultant must maintain itself, or require its Subcontractor to maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions the Subcontractor or Consultant are legally liable, with liability insurance limits of \$1,000,000 each claim and \$2,000,000 all claims.

5.2.2 Vehicle Liability: Consultant must maintain Business Automobile Liability insurance with a limit of \$500,000 each occurrence on Consultant's owned, hired, and non-owned vehicles assigned to or used in the performance of the any Consultant's work or services under this Contract. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this Contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

5.2.4 Workers Compensation Insurance: Consultant must maintain Workers Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's volunteers and/or employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each volunteer and \$500,000 disease policy limit.

6.0 SEVERABILITY AND AUTHORITY

6.1 SEVERABILITY

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

6.2 AUTHORITY

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

7.0 REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM

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

8.0 SOFTWARE LICENSES

If The Consultant provides to the City any software licenses, the following provisions apply:

8.1 SOURCE CODE AVAILABILITY

- A. The Consultant must furnish the City, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:
 - 1. The Consultant becomes insolvent; or
 - 2. The Consultant ceases to conduct business; or
 - 3. The Consultant makes a general assignment for the benefit of creditors; or
 - 4. A petition is filed in Bankruptcy by or against the Consultant.
- B. Use of the Source Code must be subject to the same restrictions as the Software itself.
- C. The City must have the right to modify the Source Code in any manner the City believes is appropriate, provided that the Source Code as modified must remain subject to the restrictions of Section 8.1(B).

8.2 PROPRIETARY PROTECTION

- A. The City agrees that if the Consultant informs the City that the Software is confidential information or is a trade secret property of the Consultant; the Software is disclosed on a confidential basis under this Contract and in accordance with the terms of this Contract.
- B. The Consultant must not use or disclose any knowledge, data or proprietary information relating to the City obtained in any manner.

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

D. NON-INFRINGEMENT

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

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

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

8.3 THIRD PARTY LICENSE

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

8.4 DATA CONFIDENTIALITY

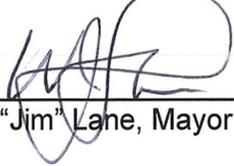
A. As used in this Contract, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by the Consultant in the performance of this Contract.

- B. The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Consultant in connection with the Consultant's performance of this Contract is confidential and proprietary information belonging to the City.
- C. The Consultant will not divulge data to any third party without first obtaining the written consent of the City. The Consultant will not use the data for any purposes except to perform the services required under this Contract. These prohibitions will not apply to the following data provided the Consultant has first given the required notice to the City:
 - 1. Data, which was known to the Consultant before its performance under this Contract unless the data was acquired in connection with the Work performed for the City;
 - 2. Data which was acquired by the Consultant in its performance under this Contract and which was disclosed to the Consultant by a third party, who to the best of the Consultant's knowledge and belief, had the legal right to make disclosures and the Consultant is not otherwise required to hold the data in confidence; or
 - 3. Data, which is required to be disclosed by virtue of law, regulation, or court order to which the Consultant is subject.
- D. In the event the Consultant is required or requested to disclose data to a third party, or any other information to which the Consultant became privy as a result of any other Contract with the City, the Consultant will first notify the City as required in this Article of the request or demand for the data. The Consultant will give the City sufficient facts so that the City can be given an opportunity to first give its consent or take any action the City may consider appropriate to protect the data or other information from disclosure.
- E. Unless prohibited by law, within ten (10) days after completion of services for a third party on real or personal property owned or leased by the City, the Consultant will promptly deliver, as stated in this Article, a copy of all data to the City. All data will continue to be subject to the confidentiality requirements of this Contract.
- F. The Consultant assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Article are violated by the Consultant, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Article will be considered to cause irreparable harm that justifies injunctive relief in court

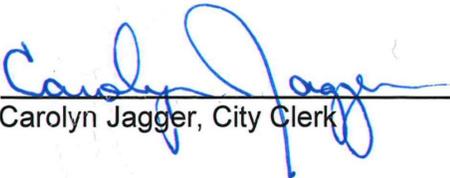
(Signatures on next page.)

The City of Scottsdale by its Mayor and City Clerk has subscribed their names the date and year written above.

CITY OF SCOTTSDALE

By: 
W. J. "Jim" Lane, Mayor

ATTEST:

By: 
Carolyn Jagger, City Clerk

CONSULTANT

Desert Discover Center Scottsdale, Inc.

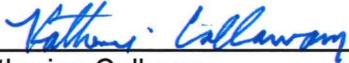
By: 
Christine Kovach, Chairman

CITY OF SCOTTSDALE REVIEW:

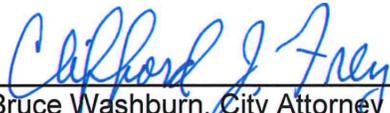
By: 
James Flanagan
Purchasing Director

CITY CONTRACT ADMINISTRATOR:

By: 
Gary Meyer

By: 
Katherine Callaway
Risk Management Director

APPROVED AS TO FORM:


Bruce Washburn, City Attorney
By: Clifford J. Frey
Senior Assistant City Attorney

**EXHIBIT "A"
SCOPE OF WORK**

DESERT DISCOVERY CENTER SCOTTSDALE, INC.

CITY OF SCOTTSDALE

**DESERT DISCOVERY CENTER AT THE GATEWAY TO THE MCDOWELL SONORAN
PRESERVE**

RELATIONSHIPS

This Scope of Work is presented by the Desert Discovery Center Scottsdale, Inc. (DDCS), an Arizona nonprofit corporation, formed with the intent of collaborating with the City of Scottsdale in a public/private partnership to bringing the Desert Discovery Center (DDC) to fruition. This Scope of Work represents the initial contract between both entities to prepare Programming, Planning and Schematic Development plans for the DDC. There may be subsequent modifications to this contract or additional contracts to continue DDCS involvement through design, construction, operation, and management of the DDC.

This Scope describes the proposed activities of DDCS staff: Sam Campana, Executive Director and Randy Schilling, Development Director and the following independent contracted entities:

Building Art - project management

Person Group & Fingerpaint - communications team

ConsultEcon - business plan development

ASU - research and education integration

TBD - experience designer and branding consultant

Dr. Robert Breunig - in-house experience consultant

TASK DESCRIPTIONS

The tasks identified in this Scope of Work will provide the information needed to help guide and direct the decision making as the DDC progresses in the current planning and design stages. Since the 2010 Phase II Study was conducted, there have been changes in the economy, the tourism market, the City's demographics, education and research-based tourism trends, emerging technology, exhibit trends, the Preserve has expanded, and other relevant matters that provide the basis and need for revisiting and reimagining the DDC concept.

Scottsdale's Desert Discovery Center will be *the* focal point for local and global experiences, education, research, and dialogue about human interaction with arid environments. Located at the main entrance to the 30,200-acre McDowell Sonoran Preserve – the largest urban preserve in the United States – the DDC will provide authentic, authoritative exhibits, programs and experiences for residents, students, visitors, researchers, environmentalists, public officials and many other groups. Through research conducted on site, the DDC will continuously provide the data on living and thriving in arid/desert areas around the world. The Desert Discovery Center is the latest example of Scottsdale's historic commitment to environmental stewardship. The DDC complements projects such as the Indian Bend Wash Greenbelt Flood Control Project, the

Native Plant Ordinance, the Environmentally-Sensitive Land Ordinance, voter approval of the sales-tax-funded McDowell Sonoran Preserve, and the setting aside of one-third of Scottsdale's 185 square miles as open space. The DDC also embodies Scottsdale's long-standing ethos of fostering public-private partnerships, economic vitality, healthy living, volunteerism, and life-long learning.

The DDCS is learning from other places, outstanding existing projects and is committed to hearing expert voices to make the DDC a world-class destination focused on providing inspiring, educational, immersive, entertaining, and fun experiences for both residents and visitors, completing the 20-year old objective of the McDowell Sonoran Preserve.

The following describes the specific work effort to accomplish the initial City contract per the RFQ.

Step One and Step Two are to be completed over an 18 month period as described in the DDCS' Statement of Qualifications submitted on July 16, 2015.

100 PROJECT MANAGEMENT

101 PROJECT MEETINGS

A DDCS representative will attend city meetings where the DDC is on the agenda. A Project Kickoff meeting will be held with all contractual parties and the DDCS Board to review contracts, scope, schedule, and to provide the city with requirements set forth in the city contract.

102 MONTHLY PAY REQUEST

In accordance with the terms of the Contract, the DDCS will process monthly pay requests from its consultants and submit monthly pay requests to the city with a project update and proper hourly billing for each pay request.

103 EXPENSES & ALLOWANCES

Consultant expenses for travel, lodging, and vehicle rental and other expenses have been estimated. Consultant trip related expenses will be invoiced without markup. The DDCS has estimated reimbursable expenses for planned workshops, events, and meeting as well as other overhead expenses for mileage, printing, handouts, office space, phones, utility cost. Actual expenses will be invoiced with a 10% markup.

Project Allowances have been estimated for DDCS reimbursable expenses described in the DDCS Scope of Work but not included in other expenses: experience designer, creative agency consultants, visioning facilitator, services related to Architectural Design Team selection. Use of the project allowances are dependent on prior city approval.

104 PRIOR CONTRIBUTED SERVICES

As suggested by the DDC Phase III Task Force, the Desert Discovery Center Advocates, now the DDCS, formed in the summer of 2013 to conduct community outreach, a private sector fundraising feasibility study, explore and develop potential partnerships, and demonstrate the community support for the DDC. Through contributions from community leaders, foundations,

corporations, citizens, DDCA Board and Advocates, and in-kind gifts, the DDCS has made significant progress in advancing the project.

The following decisions are considered an integral component of the contributed services provided:

Academic Partner:

As stated in the SOQ, the DDCS believes that the DDC vision must be expanded from the Phase II assumptions in order to become a significant environmental and research institution that is a global destination for information about desert ecology and transformative desert experiences. In the DDCS' opinion, a critical component was adding a primary academic partner. The DDCS established goals, conducted interviews, and documented its analysis and conclusions.

DDC Outreach & Advocates:

Over 200 meetings by the DDCS Executive Director were held with individuals, tourism leaders, MSC, county management, state department heads including Tourism and Game & Fish, chambers of commerce, economic development leaders, business leaders, conservation organizations, and others, to present a comprehensive overview of the DDC concept.

Over 250 individuals signed on as Advocates as a result of this effort, and many became donors.

DDC Legal Team:

The DDCS concurs with the City Council's approval of the DDC location at the Gateway entrance to the McDowell Sonoran Preserve in Case No. 10-UP-2006, which identified the DDC as the second phase of the Gateway. To clarify the application of the Preserve Ordinance to the DDC site, the DDCS assembled an independent and experienced legal team to review city ordinances, case law, and legal precedents related to the DDC. The five member legal team met as a group initially, then subsequently had follow-up one-on-one discussions with City staff and attorneys, and is currently drafting a legal brief to clarify the consistency of the location of the DDC in the Preserve with the Preserve Ordinance. The Final DDC Legal Brief is being prepared as a part of this Scope of Work.

200 DDC PROGRAMMING & PLANNING

201 REVISIT PROJECT MISSION STATEMENT, VISION & OBJECTIVE

With the inclusion of our Academic Partner on the DDCS Team, the previous Phase II Study Mission Statement will be reconsidered. The creation of a thoughtful, engaging, and inspiring vision for the project is a critical step in the center's planning and design process. Two workshops will be held to revisit the DDC Visioning: Mission Statement, Vision, and Objectives. A local experienced facilitator will lead the DDCS, city staff, ASU, tourism representative, McDowell Sonoran Conservancy (MSC), and other identified stakeholders in this process.

Deliverable: Project Visioning Paper

202 DEFINE 'SUCCESS' FOR DESERT DISCOVERY CENTER

"Coming together is the beginning, working together is progress and staying together is success"- Henry Ford. Lofty and exciting goals have always been the focus for the DDC. A Workshop will be held to establish a common definition of success and identify future success milestones with the DDCS, city staff, ASU, tourism representative, and other identified collaborators.

Deliverable: Defining Project Success

203 IDENTIFY THE DDC EXPERIENCE

Identify and learn about the various types of DDC visitors is vital to program and experience creation. What are the motivators and attributes of DDC visitors? How would/could they use the DDC and what would attract them to the DDC? How do different types of visitors learn, what do they enjoy, and what experiences do they respond to are only a sample of the important characteristics that will guide the DDC's planning process. This task will be conducted by a marketing/research/consultant firm with input from DDCS and the business consultant. The results will guide development of programming and experiences, and ultimately lead to venue/facility construction design recommendations, brand development and a detailed marketing strategy of the DDC in Step 307 and will be applicable throughout this Scope of Work. Two workshops will be held: one to establish goals and parameters and one to present results and discuss applications.

Deliverable: Identifying Customers and Customer Experience

204 PARTNERSHIP ANALYSIS & SELECTION GUIDELINES

Important to the DDC success will be the engagement of companies, organizations and institutions that have a complementary interest with the DDC. Two workshops are planned to formulate an approach to selecting appropriate supporting organizations and institutions. First Workshop will develop Partnership Selection Guidelines and will be implemented in Step 301. Arizona State University (ASU) has been selected as the Academic Partner for the DDC. A Second Workshop will identify and integrate roles and responsibilities of the Academic Partner at the DDC. Some key partners will be identified and folded in during this step, while others will emerge naturally and be involved in later steps.

Deliverable: DDC Partnership Selection Guidelines

205 RESEARCH & EDUCATION PROGRAM APPROACH

The approach to planning research and education programming will also be developed by the DDCS and ASU through at least three workshops. The first Workshop will focus on local environmental research offerings and experiences both on the Sonoran Desert and other arid environments. The workshops activities include brainstorming sessions followed by more detailed development during Step 302. The DDCS/ASU partnership goal is to develop scenarios that build on the existing MSC/COS Preserve research and citizen scientist programs. The second Workshop will focus on global research and outreach partnerships with comparable institutions in arid environments. Particular attention will be paid to the potential operational for funded research and the infrastructure within the DDC complex required to attract projects of international scope and stature. ASU will moderate this Workshop. The Education Workshop will focus on identifying various age groups, including school groups, families, tourists, organizations as well as adult learning opportunities that generate DDC attendance and engagement. ConsultEcon will moderate this workshop.

Deliverable: Research & Education Program

206 FUNDRAISING PLAN, FEASIBILITY STUDY AND 'LIKELY' CONTRIBUTORS

Having raised over \$232,000 in cash plus additional in-kind contributions prior to this contract, the DDCS has already been engaged in significant fundraising. The DDCS will prepare a DDC Fundraising Feasibility Study that will assess donor's opinions and interest in the DDC and possible capital and operations funding support. Donor solicitation will occur in Step 308 and expand to include a national and international reach. Throughout the extent of the contract, the DDCS Development Director will continue to cultivate prospects and qualify them for the project.

Deliverable: DDC Fundraising Feasibility Study

207 EXPERIENCE DESIGNER SELECTION

The DDCS will be responsible for Experience Designer Selection that will create and shape the visitor experience. Designers will be asked to start with the Phase II Feasibility Report 'Adaptation' concept and the Customer and Customer Experience deliverable in Step 203 to refine the themes to incorporate emerging presentation and programming trends, plus tourism, technology and social networking strategies into their plan and advance how these experiences will be manifested in the facility. Innovative and imaginative approaches to the way visitors learn that blur the lines between entertainment and education will be explored. ASU's recent demonstrations linking high-level research with K-12 education and outreach will be referenced as a key consideration in a design brief for creating world class desert environment experience facilities. A Workshop will be held to develop selection guidelines. Prominent experience consultants will be invited to present to the DDCS, ASU, tourism representative and city staff. DDCS' in-house exhibit consultant, Dr. Robert Breunig, will moderate the designer interviews. The selected experience design firm(s) will be asked to prepare a scope of work and fee proposal. Experience Design creation will occur in Step 304 and coordinate with Step 302. A per diem charge and travel, lodging and food reimbursable expenses for each exhibit designer is included in Step 104, Expenses & Allowances.

Deliverable: Experience Designer(s) Contract

208 ARCHITECTURAL SERVICE SELECTION- PROGRAMMING

The DDCS requests that the city solicit for architectural programming services to analyze, evaluate, and update the Phase II conceptual plan. The architectural service contract shall include project preliminary site plans, floor plans and building massing. In order to facilitate the selection, the DDCS Team offers to review the Architectural Request for Qualifications and be involved with the selection process for this Team. Including the Architect in the early planning steps would be preferred.

Deliverable by others: Approved Architectural Service Contract

209 ARCHITECTURAL PROGRAMMING

The selected architectural programmer will, in collaboration with the DDCS, ASU, city, experience designer, business consultant, tourism representative, and other stakeholders and consultants as identified, develop the parameters for DDC spatial needs and design and consider and address the implementation of a multi-staged plan. The Phase II building program

will be the starting point for the revised DDC building's program based on the major destination attraction recommendation. As a result of the final analysis the architect will participate with city staff in preparing and obtaining a Municipal Use Master Site Plan amendment approval. A series of four workshops will be conducted by the architect to collect input from identified stakeholders, partners, the public, ASU, MSC and the tourism community.

Deliverable prepared by Architect: DDC Building Program & MUMSP

210 BUSINESS PLAN UPDATE

The DDCS will reanalyze and update the Phase II DDC Business Plan, for DDC operations once opened. This will include but not be limited to updating market conditions, evaluating any changes in DDC Programs, Partners, or in the external environment since the Phase II DDC Business Plan. This update will also include evolving DDC concepts, such as the potential for externally funded world-class research from local, federal and global sources. These will be factors included in adjusting DDC potential attendance, earned revenues and operating expenses. ConsultEcon's services will be a part of this work. The DDCS will consider and address implementation of staged development of the DDC and shall include such staged development in the Capital and Operating Business Plan.

A second Business Plan Update will be prepared in schematic phase (see 306). During the course of project implementation subsequent to this contract, the DDC business plan will be updated as needed to reflect changes in the project or the external environment. In addition to the DDC Business Plan, a Business Plan for DDCS will be prepared to outline the strategies, actions, timing, and resource allocation to advance the planning and execution to create and open the DDC. This DDCS business plan will be updated and detailed on an ongoing basis during the development process.

Deliverable: Preliminary DDC Business Plan

211 COMPREHENSIVE COMMUNICATION PLAN

The Person Group and Fingerpaint will be responsible for preparing the project's Communication Plan to educate and inform the public and key stakeholders as the DDC progresses and solicit input. The Plan will consider collateral materials, social networking, website development, apps, media relationships, and other public involvement measures, in addition, to assisting city staff with presentations to Boards, Commissions and City Council.

Deliverable: DDC Communication Plan

212 FUNDING ALTERNATIVES

As public-private partners, the DDCS will assist, as appropriate, city staff with the investigation and recommendation of various capital and operational funding sources for the DDC that may involve non-traditional methods. The coordination with the city of potential funding sources will be ongoing and also occur in Step 308.

300 DDC SCHEMATIC DEVELOPMENT

301 INSTITUTIONAL INTEGRATION

As the nature of the DDC becomes clearer, the DDC will forge relationships with key public and private entities and institutions. These relationships will generate interest and cachet, and bring expertise, experience, diversity, and financial strength to the DDC. In Schematic Development the DDCS will formulate clusters of supporting organizations, companies, and institutions and identify their roles.

Deliverable: Establish and develop partnerships

302 RESEARCH AND EDUCATION PROGRAM DEVELOPMENT

The DDC will provide transformative experiences and appropriate amenities for residents and tourists. The DDC will be the focal point for local and global experiences, education, research and dialogue about human interaction with and sustainability in arid environments. ASU will lead research program development and include other research partners, the experience design consultant (as needed) and other important collaborators. An overarching goal of the DDC is to educate, therefore educational programming is a key component to the DDC experience and will be woven throughout the center's offerings, intended to inform, inspire, and entertain residents and visitors. During Schematic Development the research and education programs will be expanded into staffing and facility requirements. The DDCS academic partner, ASU, will lead this effort.

Deliverable: Research and Education Program Requirements

303 PILOT EDUCATIONAL PROGRAM

Prior to opening the DDC as a unique desert-oriented destination focused on education and research, the DDCS will begin its educational program offerings early. The DDCS, ASU and other educational partners will develop and conduct programs and curriculum for select age groups at a variety of venues. The DDCS will seek to work collaboratively with the McDowell Sonoran Conservancy to accomplish the purposes of this section.

Deliverable: Pre-opening DDC Educational Offerings Plan

304 EXPERIENCE DESIGN DEVELOPMENT

The experience designer(s) selected in Step 207, will start with the 'adaptation' concept for interpretation and exhibits, and revisit and re-imagine the DDC's experience concept. Drawing from the results of earlier tasks in this Scope of Work, themes, and experience design creation will emerge. Two workshops will be conducted to establish experience and exhibit direction. The Experience Program will be a "roadmap" for future experience opportunities and spatial design. The document will outline the mix of permanent exhibits, changing exhibits, demonstrations, learning spaces, etc. and fold in education, and research program offerings.

Deliverable: DDC Experience Program

After the DDC Experience Program is completed, the experience designer will continue the exercise to develop storyboards and exhibit spaces, and work with the architect in the creation

of spatial and other technical requirements. Key stakeholders and partners will contribute to reviewing and commenting on the storyline.

Deliverable: DDC Interpretative Program & Experience Storyboards

305 ARCHITECTURAL SCHEMATIC DEVELOPMENT

Working with the DDC Building Program and the experience designer, the architect will prepare the DDC Schematic Development documents to create a world-class visitor amenity. The preparation of schematic plans will contain site and floor plans, elevations, character renderings and a project estimate of probable construction cost. The DDCS will be involved in key meetings and decisions concerning the DDC architectural design. Special emphasis will be placed on sustainable design principles that attract residents and tourists and the appropriateness of facility siting and profile within the desert setting. The Schematic Development package will be the basis for developing capital fundraising collateral materials.

Deliverable by Architect: Schematic Development Package

306 BUSINESS PLAN UPDATE II

The DDC Business Plan will be revised to reflect the adopted program of spaces and designs; and the planned interpretive, educational, conservation and program elements of the plan. Also to be included are the findings and plans for partnerships, fundraising, marketing and brand development. As noted in 210, the DDCS will update the DDC business plan as needed.

Deliverable: DDC Business Plan Update II

307 MARKETING AND BRAND DEVELOPMENT

A global education and research destination attraction requires a comprehensive marketing strategy and clear brand recognition well in advance of opening. This task will begin in step 203 and expand here - building upon the vision, and pursued in parallel with the visitor experience, programming, exhibitry, and conceptual facility design.

Deliverable: Marketing and Brand Strategy

308 FUNDRAISING COMMITMENTS

The DDCS intends to call upon its academic partner and advocates to play significant roles in the project's formulation and evaluation. For example, ASU has committed to provide specialized expertise from the School of Sustainability, the School of Earth and Space Exploration, the School of Public Service and Community Solutions and the School of Life Sciences to advise the planning and establishment of the DDC research and education program. ASU expertise for guidance and evaluation during the program planning process is contributed at no cost to the City of Scottsdale or the DDCS. Over the course of 18 months, this translates to hundreds of hours of contributed effort on the part of ASU. This pledge for recognized experts in the field of research, education, tourism, sustainability and international organization is unmatched in terms of value to the project's success.

Other commitments for advice and evaluation by DDCS Advocates may provide services that offset air travel, accounting services, audit review, public relations, legal advice, administration,

printing, and office space. The value of the ASU and Advocates commitment is critical to the DDC development but is not considered included in this contract. However, the value to the DDC public/private partnership will be considerable.

Until the project's location, programming, uses, experience concepts, and architectural plans are available to show prospective donors, only limited fundraising can occur. During the program and planning steps outlined in this scope of work, the DDCS will develop and seek donations from sources that support the DDC. The DDCS is committed to working towards a goal of raising ten percent (10%) of the capital cost of the DDC and to developing a plan to adequately cover annual operating costs. Significant in-kind donations are expected to sponsor and support ongoing efforts such as DDCS workshops, meetings and other items. The DDCS is committed to offset this city contract fee by \$270,000 in future cash and in-kind contributions. Donations in excess of the offset amount will be for DDCS use.

Deliverable: List of in-kind and other contributions

309 PUBLIC OUTREACH

At key points in the process, the DDCS will conduct community outreach with stakeholders, organizations, and the public as defined in the Communication Plan. There are two outreach events planned to update and inform supporters and partners upon the DDCS contract award, and at end of conceptual development. Conducting, monitoring, and refining ongoing web, media and social media communication, including email blast, FAQ's, select open houses, and marketing collateral, etc. will provide advocates and the public with DDC information.

The DDC Communication Team will develop graphic presentation materials for capital and operations fundraising using the architect's and experience designer's deliverables. Also, they will be responsible for graphic presentation of the Strategic Planning Report.

Deliverable: Meeting handouts, collateral materials and DDC SPR

310 DDCS CEO, BOARD OF DIRECTORS, & ADVISORS

The DDC will not be a typical static center or museum. It will be active, engaging, conducting great new research and bring exciting ideas, innovations, and opportunities to residents and visitors. This will require unique leadership with unique expertise. It is critical the DDC President/CEO be involved in providing input on final plans, construction and lead the opening and operation of the DDC. This process will clarify the qualities, traits, and experiences needed by prospective DDCS CEO candidates. Next it will begin the search for candidates. It is anticipated that the CEO search will require 12 to 16 months, and may exceed the anticipated initial contract timeframe.

Deliverable: CEO Qualities and Criteria Paper

Nearly as important as the DDCS CEO is the development of the DDCS Board, Advisory Board and volunteer base. Further, the DDCS will recruit a Capital Campaign (Fundraising) Chairman and create a committee charged with raising private donations.

311 DDC STRATEGIC PLANNING REPORT

The DDCS will prepare a compendium of programming and design deliverables that occurred during the first DDCS/COS contract. The draft DDC Strategic Planning Report will be released

for review and comment by city staff and selected groups. A Final DDC Strategic Planning Report will reflect the draft comments and reflect the next step in the DDC development.

Deliverable: Preliminary and Final DDC Strategic Planning Report

312 BOARD, COMMISSIONS AND CITY COUNCIL PRESENTATIONS

DDCS staff will be available to attend and assist city staff with Strategic Planning Report presentations to Boards, Commissions, City Council and the public.

End of DDCS Scope of Work

W-9 TAXPAYER FORM

It is necessary for the ***successful*** Consultant to provide a ***REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM***, as indicated in this contract, prior to any contract payment being made. **This form is available, in PDF format from the Professional Contracts Listing on Purchasing's website.**

RESOLUTION 10261

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT 2015-234-COS BETWEEN THE CITY AND DESERT DISCOVERY CENTER SCOTTSDALE, INC. FOR MANAGEMENT SERVICES TO PRODUCE A BUSINESS PLAN AND FEASIBILITY ANALYSIS; AND AUTHORIZE A FY 2015/16 GENERAL FUND CAPITAL CONTINGENCY BUDGET APPROPRIATION TRANSFER TO A NEWLY CREATED CIP PROJECT TO BE TITLED "DESERT DISCOVERY CENTER BUSINESS PLAN AND FEASIBILITY ANALYSIS", TO BE FUNDED BY TOURISM DEVELOPMENT FUNDS; INITIATING AN AMENDMENT TO THE EXISTING MUNICIPAL USE MASTER SITE PLAN FOR THE DESERT DISCOVERY CENTER ON APPROXIMATELY 30 ACRES OF CITY OWNED LAND LOCATED JUST NORTH OF THE EXISTING GATEWAY TO THE PRESERVE TRAILHEAD ON THOMPSON PEAK PARKWAY

The City desires to contract for management services with Desert Discovery Center Scottsdale, Inc. for a Desert Discovery Center on approximately 30 acres of city owned land located just north of the existing Gateway to the Preserve Trailhead on Thompson Peak Parkway; and

The City selected Desert Discovery Center Scottsdale, Inc. by means of a competitive, qualifications based process to provide the management services that the City seeks; and

The City desires to create a new capital project titled "Desert Discovery Center Business Plan and Feasibility Analysis" and authorize a FY 2015/16 General Fund Capital Contingency budget appropriation transfer totaling \$1,696,900 to the new capital project that will be funded by Tourism Development Funds.

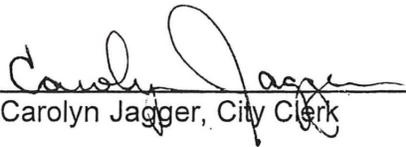
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Scottsdale, Arizona, as follows:

- Section 1. The Mayor of the City of Scottsdale is hereby authorized and directed to execute Architectural Services Contract 2015-234-COS between the City and Desert Discovery Center Scottsdale, Inc. for management services to produce a business plan and feasibility analysis.
- Section 2. The City Council of the City of Scottsdale authorizes a FY 2015/16 General Fund Capital Contingency budget appropriation transfer totaling \$1,696,900 to a newly created CIP project to be titled "Desert Discovery Center Business Plan and Feasibility Analysis" to be funded by Tourism Development Funds.
- Section 3. Authorization is given to initiate an amendment to the existing Municipal Use Master Site Plan for the Desert Discovery Center on approximately 30 acres of City owned land located just north of the existing Gateway to the Preserve Trailhead on Thompson Peak Parkway.

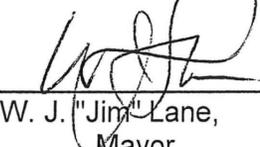
PASSED AND ADOPTED by the City Council of the City of Scottsdale, Arizona this 11th
day of January, 2016.

ATTEST:

City of Scottsdale, an
Arizona Municipal Corporation

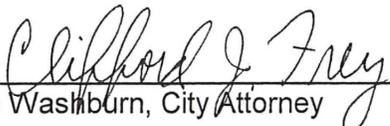


Carolyn Jagger, City Clerk



W. J. "Jim" Lane,
Mayor

APPROVED AS TO FORM:



Bruce Washburn, City Attorney

By: Clifford J. Frey,
Senior Assistant City Attorney