



PROFESSIONAL SERVICES AGREEMENT
Design Services
BOYS AND GIRLS CLUB TENANT IMPROVEMENTS
Project No. BF2401.201
Council Date: April 4, 2024

This Agreement ("Agreement") is made and entered into on the ____ day of _____, 2024 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Dick & Fritsche Design Group, Inc.**, an Arizona corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

- A. City proposes to engage Consultant to provide **Design Services** for **BOYS AND GIRLS CLUB TENANT IMPROVEMENTS** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.
- B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.
- C. City desires to enter into an Agreement with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Consultant agree as follows:

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **365** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **\$148,187** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

As part of Consultant's services under this Agreement, City will provide furnished items, services, or obligations as detailed in **Exhibit "D"**.

SECTION V--GENERAL CONDITIONS

5.1 Notices. Unless otherwise provided herein, demands under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	City of Chandler - Public Works & Utilities Department Attn: CIP City Engineer: Daniel Haskins, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3335 Email: Daniel.haskins@chandleraz.gov	
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Ivan Magana, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3362 Email: ivan.magana@chandleraz.gov	
To Consultant:	LEGAL COMPANY NAME:	Dick & Fritsche Design Group, Inc.
	Mailing Address:	4545 E McKinley St, Phoenix, AZ 85008
	Physical Address:	same
	Statutory Agent Name:	Buchalter (Steven Fox)
	Statutory Agent Mailing Address:	15279 N Scottsdale Road, Suite 400 Scottsdale, AZ 85254-2659
	Statutory Agent Physical Address:	same
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Chad Billings
	Title:	Vice President
	Phone:	602-954-9060
	Email:	cbillings@dfdg.com

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final Agreement payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its Agreements with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the

accuracy of all cost and pricing data. City reserves the right to decrease Agreement price or payments made on this Agreement or request reimbursement from Consultant following final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

5.3 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in 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 City. However, before any modified work is started, a written amendment must be approved and executed by City and Consultant. Such amendment must not be effective until approved by City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to Consultant may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra services or materials furnished by Consultant will be allowed by City except as provided herein, nor must 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 Consultant without prior written authorization will be at Consultant's own risk, cost, and expense, and Consultant hereby agrees that without written authorization Consultant will make no claim for compensation for such work or materials furnished.

5.4 Termination. City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section III of this Agreement, and as mutually agreed upon by Consultant and City. If there is no mutual agreement on payment, the final determination will be made in accordance with the "Disputes" provision in this Agreement. However, in no event may the fee exceed the fee set forth in Section III of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.5 Indemnification. To the extent permitted by law, the Consultant ("Indemnitor") must indemnify, save and hold harmless 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 Agreement. 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 Agreement, Consultant agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Consultant must procure insurance under the terms and conditions and for the amounts of coverage set forth in **Exhibit "C"** against claims that may arise from or relate to performance of the work under this Agreement by Consultant and its agents, representatives, employees, and subconsultants. Consultant and any subconsultant must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits stated in **Exhibit "C"** are sufficient to protect Consultant from liabilities that might arise out of the performance of the work under this Agreement by Consultant, Consultant's agents, representatives, employees, or subconsultants. Consultant is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. Consultant agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.8 Successors and Assigns. City and Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Consultant may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and City.

5.9 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Consultant and City, the final determination at the administrative level will be made by City Engineer.

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or

compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

5.11 Reporting. Written monthly reports, along with updated work schedules, will be made by Consultant in the format prescribed by City. These reports will be delivered to City per schedule. When requested by City, Consultant will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Consultant. For this Agreement Consultant constitutes an independent contractor. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of accomplishing the work or to exercise a measure of control over the work means that Consultant must follow the wishes of City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, Consultant must submit to City detailed resumes of key personnel that will be involved in performing services prescribed in the Agreement. City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that Consultant desires to change key personnel while performing under the Agreement, Consultant must submit the qualifications of the new personnel to City for prior approval. Key personnel include, but are not limited to, principals-in-charge, project manager, and project Consultant. Consultant will maintain an adequate and competent staff of qualified persons, as may be determined by City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If City objects, with reasonable cause, to any of Consultant's staff, Consultant must take prompt corrective action acceptable to City and, if required, remove such personnel from the Project and replace with new personnel agreed to by City.

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act

required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. 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. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding an Agreement to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees 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 § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Consultant's or subconsultant's employee who provides services under this Agreement to ensure that Consultant and subconsultants comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit City from awarding an Agreement to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a 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 Agreement award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section, of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "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, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Agreement or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other Agreement with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by

Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt 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. In the event that data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must 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. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by Consultant must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in **Exhibit "A"**, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to Consultant, which are identified by City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Consultant secondary distribution, disclosure, copying, or duplication in any manner is prohibited without City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E – Subconsultant Documents with Consultant (if applicable)

Exhibit F - Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this

Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Consultant, subconsultants or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Consultant (including, but not limited to, all parts and labor) at Consultant's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to City on or before City's final acceptance of Consultant's services under this Agreement.

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

5.43 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

5.44 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.45 License to City for Reasonable Use. With this Agreement, Consultant and its subconsultants hereby grant a license to City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works.

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

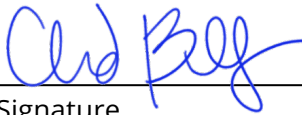
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY" CITY OF CHANDLER

"CONSULTANT

Dick & Fritsche Design Group, Inc.

MAYOR



2/28/2024

Signature

Date

RECOMMENDED BY:



Daniel Haskins, P.E.
CIP City Engineer

Chad Billings

Print Name

Vice President

Title

cbillings@dfdg.com

Signer Email Address

APPROVED AS TO FORM:

City Attorney



ATTEST:

City Clerk

Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE



PROJECT TITLE: BOYS AND GIRLS CLUB TENTATIVE IMPROVEMENT PROJECT

PROJECT #: BF2401.201

EXHIBIT 'A' – SCOPE OF SERVICES & SCHEDULE

1. PROJECT DESCRIPTION & SCOPE:

- 1.1 Consultant will provide services for the design, permitting, development of construction documents, and specified construction administration for the proposed Remodel of the Boys & Girls Club located at 300 E Chandler Blvd Chandler, Arizona 85225, all as more specifically described herein below.
- 1.2 The facility design may include, but not be limited to, [areas for activities such as: enclosed teen area and new entry lobby and other associated functions. The exterior improvements may include: new storefront entry and enclosure for existing teen patio.
- 1.3 Design to include ADA remediations noted in assessment provided by City.
- 1.4 The project design, construction, furnishing and equipment budget is \$800,000. All design, construction and furnishing of the project will be completed within this budget.
- 1.5 Consultant will provide all design services for the Project including, but not limited to, normal civil, mechanical, plumbing, structural, low voltage and electrical engineering services.

2. ASSIGNMENT:

- 2.1 The design Agreement has been awarded to an architect based on their proposed personnel and specified consultants. Any deviations or substitutions of these team members must be pre-approved in writing by City. Those persons listed in Exhibit B will perform those portions of the work listed therein.

3. PROJECT SCHEDULE:

- 3.1 Consultant must perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference.
- 3.2 Consultant must adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of City. Consultant must revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. Consultant must take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist Consultant.
- 3.3 Schematic Design services shall take approximately six (6) weeks to complete followed by City Program Review of three (3) weeks. 98% Construction Documents shall take an additional six (6) weeks to complete followed by a City Review of three (3) weeks. 100% Construction Documents will take one (1) week (subject to scope of City comments) followed by one (1) week City Owner Group review and six (6) week City Permit review. Bid phase will be sixteen (16) weeks and includes bid and award of contract.

4. QUALITY CONTROL:

- 4.1 Consultant must institute and comply with the Design Quality Control Plan attached hereto and made a part hereof by reference.
- 4.2 As a part of the project design Consultant will develop a quality control plan for the entire construction phase. This Quality Control Plan will establish what elements should and must be seen by each consultant during construction. Identify what is in the project, which will be required to have a UBC "special Inspection" by the design engineer.

5. PRELIMINARY RESEARCH:

5.1 As and for preliminary research before preparing the project design, Consultant will:

- a. Perform a Document search for City policies, regulations, standards, design manuals, and requirements, etc. relevant to project.
- b. Research and/or obtain geotechnical reports and investigations, master plans, computer model data and field surveys.
- c. Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by City.
- d. Consultant must provide a survey of the project area that includes complete topographical and property data of the immediate site. Design must utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans. Clearly define the benchmark location and elevation that will be utilized for construction of this facility.
- e. Conduct site observations as needed to verify and prepare design solutions for ADA improvements.

7. GEOTECHNICAL INVESTIGATION:

- 7.1 Consultant must perform all soil and pavement borings necessary to complete their work.
- 7.2 Sub-surface soil conditions, established by the geotechnical investigations, must be incorporated into the bid documents in a manner usable to the excavation and foundation bidding and construction.
- 7.3 Allowance Item for geotechnical report is included in Exhibit B if the engineering consultants determine it is required for design.

8. PROGRAMMING:

- 8.1 City has defined the program requirements of the project. These include remodel of existing teen room, enclose existing teen patio, and expand entry lobby with new entry, vestibule and reception desk. The program also includes conference room and conversion of existing shower room 127 to restroom.
- 8.2 No additional work is included in the Programming Phase.

9. SCHEMATIC DESIGN (30% Document Review):

9.1 When the design is approximately thirty percent complete, Consultant must do the following:

- a. Prepare three (3) different single line concept drawing schemes, which depict the size and orientation of the project elements in relation to one another.
- b. Present initial schemes to City and its representatives (to potentially include a contractor). Staff will collaborate with designers to manipulate the plans and mutually decide on the best scheme. This preferred scheme will be the version that is included in the SD phase cost estimate that is included in the final SD deliverable.
- c. The final scheme must incorporate City's comments (and potentially a contractors' comments) and be cleaned up for reference and presentation to City Council if requested.
- d. Prepare single line elevation drawing(s) and a perspective sketch of the exterior.
- e. Submit the project to City for a Development Standards review.
- f. Prepare a construction cost estimate for verification with the budget and re-design as necessary to re-align the design with the construction budget.
- g. Attend two (2) coordination meetings with City and Boys and Girls Club to review and comment on design.

10. DESIGN DEVELOPMENT (60% & 80% Document Review):

10.1 Based on the approved Schematic Design Document, project will move directly into Construction Documents, See below.

11. CONSTRUCTION DOCUMENTS (98% Document Review):

11.1 Based on the approved Schematic Design Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by City, Consultant must prepare, for approval by City, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. When the design is approximately ninety eight percent (98%) complete Consultant must do the following:

- a. Prepare plans, elevations, sections, schedules, notes and specifications as required to be able to bid and construct the project in its entirety.
- b. Cover sheet to be provided by City.
- c. Provide City of Chandler with a copy of the AutoCAD files. Each building system must be "layered" so as to be able to isolate trades or engineering from architectural components or vice versa.
- d. Conduct a full document set (plans & Specs) review in the presence of all consultants and City's representatives.

- e. Provide document coordination of work performed by separate contractors or by City's own forces (i.e.: systems furniture or exercise equipment provisions & installation, etc.).
- f. Prepare a construction cost estimate for verification with the budget. Re-design as necessary to re-align the design with the construction budget. See allowances.
- g. Prepare bid alternates as necessary to assure budget can be met.
- h. Submit to City's Project Manager for comment in PDF format drawings, specifications, drainage & structural calculations. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.
- i. Attend one (1) coordination meeting with City and Boys and Girls Club to review and comment on design.

12. BID & AWARD (100% Documents):

- 12.1 Submit bid documents to Development Services for building permit and civil permit. All plans, calculations and specifications will be stamped. The specifications will be 8-1/2" x 11" in PDF format. Plans will be black line prints as well as digital Auto CAD compatible. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.
- 12.2 Pick-up plan review final comments.
- 12.3 Assist City in the evaluation of "substitutions and or-equals" and make a recommendation to accept or decline.
- 12.4 Prepare addenda for review and approval by City. City will distribute.
- 12.5 If bids are 10% over or under the "engineers estimate", Consultant will be required to provide a detailed evaluation explaining differences. Then the documents will be modified and re-bid at no additional cost to City.

13. POST DESIGN SERVICES:

- 13.1 Pre-Construction Assistance
 - a. Consultant must attend the pre-construction meeting (IF REQUIRED).
- 13.2 Engineering or Architectural Design Services During Construction
 - b. Attend Construction Meetings, as needed
 - c. Respond to Requests for Information (RFI's), as needed
 - i. Consultant must review, evaluate, and respond to any contractor Requests for Information (RFI's) forwarded by the CM Firm for design review.
 - d. Respond to Shop Drawing Submittals, as needed
 - i. Consultant must review, evaluate, and respond to any Contractor Shop Drawing submittals forwarded by the CM Firm for design review.
- 13.3 Record Drawings
 - a. Transfer red-line comments to City's construction plans to create record drawings.
 - b. Provide resident engineer and/or architect and/or landscape architect stamp/certification on record drawings cover sheet. Ensure all required signatures on the cover sheet.

- c. Provide and deliver record drawings in mylar, paper and digital pdf format to the City as required for as-built submittal process at city permit counter.

14. ADA DESIGN SERVICES:

14.1 Based on the list of ADA deficiencies provided by the City, provide SD, DD and Post Design Services to make the repairs required.

Prepare plans, elevations

ASSUMPTIONS, CLARIFICATIONS, AND EXCLUSIONS

1. Application fees for City reviews and permits will be paid by CITY.
2. The Owner's Allowance will only be utilized with prior written approval from the City representative.

EXHIBIT "B"
COMPENSATION AND FEES



PROJECT TITLE: BOYS AND GIRLS CLUB TENTATIVE IMPROVEMENT PROJECT

PROJECT #: BF2401.201

EXHIBIT 'B' – Lump Sum Cost Per Task

TASK DESCRIPTION		SUBTOTAL
Task 1.0 Project Description & Scope of Construction		
Task 2.0 Assignment		
Task 3.0 Project Schedule		\$ 165.00
3.1	Production Schedule	\$ 165.00
Task 4.0 Quality Control		\$ 900.00
4.1	Quality Control Plan	\$ 900.00
Task 5.0 Preliminary Research		\$ 5,825.00
5.1	Perform Document Search and Research	\$ 330.00
5.2	Investigate Existing Conditions	\$ 2,415.00
5.3	Survey	\$ 3,080.00
Task 9.0 Schematic Design (30%)		\$ 22,667.00
8.1	Architectural Design	\$ 9,445.00
8.2	Structural Engineering (Schaefer)	\$ 4,070.00
8.3	MPE Engineering (LSW)	\$ 1,782.00
8.4	Cost Estimating (TBD)	\$ 7,370.00
Task 11.0 Construction Documents (90% & 100%)		\$ 55,480.00
11.1	Architectural Design	\$ 17,310.00
11.2	Structural Engineering (Schaefer)	\$ 4,400.00
11.3	MPE Engineering (LSW)	\$ 21,120.00
11.4	Cost Estimating (TBD)	\$ 12,650.00
Task 12.0 Contractor Coordination / Bidding		\$ 3,450.00
12.1	Architectural Design	\$ 2,240.00
12.2	Structural Engineering (Schaefer)	\$ 330.00
12.3	MPE Engineering (LSW)	\$ 880.00
Task 13.0 Post Design Services		\$ 18,800.00
13.1	Architectural Design	\$ 12,860.00
13.2	Structural Engineering (Schaefer)	\$ 3,300.00
13.3	MPE Engineering (LSW)	\$ 2,640.00

Task 14.0 ADA Repairs Design			\$ 25,900.00
14.1	ADA Revisions Civil Allowance	\$ 12,980.00	
14.2	ADA Revisions Architectural Allowance	\$ 10,720.00	
14.3	ADA Cost Estimating	\$ 2,200.00	
ALLOWANCES			\$ 15,000.00
14.1	Owner's Allowance	\$ 10,000.00	
14.2	Owner's Allowance ADA	\$ 5,000.00	
TOTAL COST:			\$ 148,187.00

EXHIBIT "C"

INSURANCE REQUIREMENTS

1. General.

- 1.1 At the same time as execution of this Agreement, Consultant must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.
- 1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- 1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- 1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.
- 1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- 1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written Agreement with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

- 2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must 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 whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past

completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

2.2 *Commercial General Liability-Occurrence Form.* Consultant must maintain “occurrence” form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be “follow form” equal or broader in coverage scope than underlying insurance.

2.3 *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* Consultant must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Consultant owned, hired, and non-owned vehicles assigned to or used in the performance of Consultant’s work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be “follow form” equal or broader in coverage scope than underlying insurance.

2.4 *Workers Compensation and Employers Liability Insurance:* Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant employees engaged in the performance of work or services under this Agreement and must also maintain Employers’ Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

3. Additional Policy Provisions Required.

3.1 *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by City. If not approved, City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to City, its officers, officials, agents, employees, and volunteers.

3.1.1. Consultant’s insurance must contain broad form contractual liability coverage.

3.1.2. Consultant’s insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by Consultant and must not contribute to it.

3.1.3. Consultant’s insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.

- 3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City. (Does not apply to Professional Liability coverage.)
- 3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3-year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
- 3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City 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.

3.2. *Insurance Cancellation During Term of Agreement.*

- 3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.
- 3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

3.3 *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

- 3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.
- 3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"

SPECIAL CONDITIONS

Standard Details and Specifications. Consultant must be familiar with City's latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of City's Unified Development Manual, may be found and downloaded from City's website at <http://www.chandleraz.gov/udm>.

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, field notes, tracings, studies, investigations, design analyses, original drawings, original mylars, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of City and are to be delivered to the Project Manager before the final payment is made to Consultant. In the event these Documents are altered, modified or adapted without the written consent of Consultant, which consent Consultant must not unreasonably withhold, City agrees to hold Consultant harmless to the extent permitted by law from the legal liability arising out of City's alteration, modification or adaptation of the Documents.

Re-use of Documents. The parties agree the documents, drawings, specifications and designs, although the property of City, are prepared for this specific project and are not intended nor represented by Consultant to be suitable for re-use for any other project. Any re-use without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

Any subconsultant assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the Consultant and their subconsultants, and do not apply to the Agreement between the Consultant and the City.



Date: February 15, 2024
ESD Proposal No.: P24-064

Project: Boys and Girls Club Tempe
Square Footage: n/a **City, ST:** Tempe, AZ

Between:

Energy Systems Design, Inc.

7135 East Camelback Road, Suite 275
Scottsdale, Arizona 85251

P: 480.481.4900 **F:** 480.481.4903

ESD Project Contact: Halleh Landon

And:

DFDG

4545 East McKinley Street
Phoenix, AZ 85008

Client Project Contact: Chad Billings

Description of Work:

This project consists of mechanical, plumbing, and electrical engineering services for renovation and modifications to the Boys and Girls Club in Tempe per the attachments sent to us on 2/15/24. Scope details are as follows:

- Converting shower to ADA restroom.
- Red area in PDF: Modify existing interior space used as teen room. Will need to fully renovate this including lighting and AV. Left side of box is an outdoor patio with canopy. Need to assess the canopy to confirm it can serve as new enclosed roof (insulation, ceiling, duct, etc). There will be a larger opening between these two red boxes, likely a coiling door but not confirmed yet. Confirm if building HVAC has capacity or if new units are needed. New walls/footings on 3 sides to create enclosure.
- Pink and Green Area in PDF and existing conference room adjacent: New floor/roof to capture the added space, confirm HVAC and create larger lobby, conference space and reception desk.
- Budget is approximately \$700k.

Scope of Work:

1. Two virtual meetings during the design phase to coordinate.
2. Site Verification of Existing Conditions.
3. Construction Documents prepared in Autocad format.
4. Electrical design associated with power additions and relocations.
5. Electrical design associated with rework of lighting in associated spaces.
6. Mechanical design associated with rework of the spaces. Additional units will be evaluated.
7. Specifications will be sheet specs on the drawings. We have not included time for book specifications.
8. ESD will assist with questions/clarifications during bidding phase.
9. Construction Administration includes RFI's, shop drawings and record drawings based on contractor redlines. If panel changes have been made, associated circuitry revisions shall also be provided. Site visits can be provided at \$900 per visit.

Assumptions:

1. As built drawings will be available for our review prior to field work.
2. The existing mechanical, plumbing and electrical serving the building will be adequate to serve the renovations.

Exclusions:

1. Architectural, structural, roofing, or other consulting services not provided by ESD.
2. Scope in any other Building or the remainder of the building at this time.
3. Prepurchase specifications. The new equipment will be purchased by the successful contractor.
4. Our drawings will be prepared in Autocad format. We have not included any time for BIM or other three-dimensional modeling.
5. Energy Modeling, Commissioning, application for utility rebate, LEED® certification, etc.
6. If commissioning is required, ESD will provide these services on an hourly basis at our standard billing rates.



Engineering Fee:

SD	\$1,620.00
CD	\$19,200.00
BIDDING	\$800.00
CA	\$2,400.00
Total	\$24,020.00

Reimbursable Expenses will be billed in accordance with the attached Terms and Conditions.

Please sign and return this fee agreement in order to engage ESD in the above detailed services.
Work will commence upon receipt of the signed fee agreement.

Offered By: Energy Systems Design, Inc.

Accepted By:

Provided By: *Halleh Landon*

By:

Date:

Title: Sr. Principal

Title:

TERMS AND CONDITIONS

Energy Systems Design, Inc. referred to herein as ESD, shall perform the services outlined in this agreement for the stated fee arrangement. Any agreement, which is not accepted within ninety (90) days, is void as to fees quoted unless specifically reconfirmed in writing by ESD.

Fee: The total fee, except stated lump sum, shall be understood to be an estimate, based upon the Scope of Services, and shall not be exceeded without written approval of the Client. Where the fee arrangement is based upon an hourly basis, or extra work is required due to a change in project scope, the hourly rates shall be those that prevail at the time services are rendered. Current calendar year rates for this agreement are as follows:

Chief Engineer:	\$300.00	Sr. Project Engineer:	\$180.00	Designer I:	\$120.00
Sr. Principal Engineer:	\$260.00	Project Engineer, Designer III:	\$160.00	Administrative:	\$110.00
Principal Engineer:	\$200.00	Engineer I, Designer II:	\$140.00		

Printing, deliveries, subcontractor fees, and other reimbursable expense will be charged at cost plus 15%.

In-house plotting will be billed @ \$1.00/sf and mileage @ \$.62/mile.

Dispute Resolution: All disputes, including claims and counterclaims, shall be resolved by mediation, followed by, if necessary, binding arbitration, both according to the rules of the American Arbitration Association. In the event suit is brought (or arbitration instituted) or an attorney is retained by any party to this Agreement to enforce the terms of this agreement or to collect any money due hereunder, or to collect money damages for breach hereof, the prevailing party shall be entitled to recover in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

Billings/Payments: Invoices for ESD's service shall be submitted, either upon completion of such services or on a monthly basis. Fees shall be payable within 45 days after the invoice date, or 10 days after Client receives payment from the Owner, whichever occurs first. If the invoice is not paid promptly within 45 days, ESD may without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the services. Retainers shall be credited on the final invoice. **Late Payments:** Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18% annual rate) at the sole discretion of ESD. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney fees.

Indemnification: The Client and ESD mutually agree, to the fullest extent permitted by law, to indemnify and hold each other and each other's employees, agents, consultants, and anyone whose acts may be attributable to them harmless against any and all damages, liabilities, injuries, claims or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts in the performance of their services under this Agreement, but only to the extent that each party is found responsible for such damages, liabilities and costs on a comparative basis of fault by a court or arbitrator of competent jurisdiction provided the process of mediation did not provide resolution.

Risk Allocation: In recognition of the relative risks, rewards and benefits of the project to both the Client and ESD, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, ESD's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses, including any attorneys' fees, costs, expert witness fees and costs, and other costs of defense arising out of this Agreement from any cause or causes, shall not exceed five times ESD's fee or \$250,000, whichever is more. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Termination of Services: This agreement may be terminated by the Client or ESD should the other fail to perform its obligations herein. In the event of termination, the Client shall pay ESD for all services rendered to the date of termination and all reimbursable expenses. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement; and the remaining portions of the Agreement shall remain in full force and effect.

Ownership of Documents: All documents produced by ESD under this agreement shall remain the property of ESD and may not be used by the Client for any other endeavor without the written consent of ESD. Any use, reuse or CADD adaptation of documents produced by ESD, on behalf of the Client without the express written consent by ESD for the specific purpose intended will be at the Client's risk and full legal responsibility. Each party hereto agrees to do all such things and take all such actions and to make, execute and deliver such other documents and instruments as shall be reasonably requested to carry out the provisions intent and purpose of this Agreement

Guarantees and Warranties: ESD shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence ESD cannot ascertain. ESD does not, either by entering into this Agreement or otherwise, make any warranty, either express or implied, as to any findings, recommendations, evaluations, assessments, observations, plans, specifications, pre-qualification efforts, performance verifications, or advice of ESD. Owner/Client acknowledges that Owner/Client has worked in collaboratively with ESD concerning ESD's provision of services pursuant to this agreement and has been active in all decisions concerning such services.

Access to Site: Unless otherwise stated, ESD shall have access to the site for activities necessary for the performance of the services. ESD will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Notices: Any notice to any party under this Agreement shall be in writing and shall be effective on the earlier of (i) the date when received by such party, or (ii) the date which is three (3) days after mailing by certified or registered mail.

Governing Law: This agreement shall be deemed to be made under and shall be construed in accordance with and shall be governed by the laws of the State of Arizona and for this purpose each party hereby expressly and irrevocably consents to the jurisdiction of said court.

February 20, 2024

schaefer

CONNECT

Chad Billings AIA, LEED-AP BD+C, WELL AP

DFDG Architecture
4545 East McKinley Street
Phoenix, AZ 85008

Re: Boys and Girls Club TI- rev
Schaefer Number: 23-2291

HELLO!

We are pleased to offer our services for structural engineering design efforts necessary for addressing the existing building improvements as defined in the areas outlined in the 'Scoping Layout' and email summary you provided us on December 12, 2023.

We appreciate the opportunity to submit this proposal to you and we look forward to working with you on this project. Please review this proposal closely for the scope of services that we plan to provide and contact us if the scope or the associated fee is not in line with your expectations.

Sincerely,



Chris Harper PE SE
Principal

Enclosure

schaefer-inc.com
300 West Clarendon Avenue, Suite 141
Phoenix, Arizona 85013
800.542.3302

PROJECT DESCRIPTION



The following is a description of the project as Schaefer understands it to be:

The project consists of completing some tenant improvements and building renovations to an existing facility. It is understood that a complete set of existing design documents will be available to review and verify all existing conditions.

- Enclose an existing canopy/outdoor space estimated at 1,200 sq ft sq ft:
 - reviewing structural impacts to existing framing members and the supporting foundations.
 - Providing new roll up door at existing building interface.
- New conference room addition est at 285 sq ft.
- Provide minor site improvement details to address ADA requirement as follows:
 - New typical site details only.- complete site plans not anticipated nor implied
 - Concrete stairs on grade
 - Typical handrail details.

Construction Type:

1. Foundation system assumed to be conventional spread footings at minimum frost depth. Slab on grade modifications/replacement is assumed to be soil supported and not require structural support.
2. Roof framing consists of steel roof deck and bar joists bearing on CMU walls.
3. Exterior cladding assumed to be brick veneer, wood or metal paneling or curtain wall.
4. Lateral force resisting system assumed to be intermediate reinforced CMU shear walls. Assumed site class "D" or better and Seismic Design Category is "C" or "B".

SCOPE OF SERVICES



Schaefer is registered to practice engineering in the state of Arizona and will perform the Structural Engineer of Record role. Our services include only the design of the Primary structural system unless otherwise indicated. The Primary Structural System is defined as the completed combination of elements which serve to support the building's self-weight, the applicable live load, snow load, and the wind and seismic loading applied to the building's lateral force-resisting system.

Our professional services for the project include the following:

Schematic Design Phase

1. Attend (Remote) design team meetings to discuss and assist in the development of initial design parameters
2. Review existing design/Drawing information for understanding structural impacts due to the existing building impacts.
3. Establish possible lateral and vertical force resisting systems based on the proposed building modifications to the existing building.
4. Prepare drawings with preliminary foundation and framing plans with overall dimensions and floor elevations.
5. Prepare preliminary outline specifications in the form of general structural notes.

Construction Document Phase

1. Prepare Construction Documents for the building's primary structural system for bid, permit and construction. See project description for assumed construction type.
2. Review specifications for primary structural sections provided by architect for inclusion in the specifications book, along with General Structural Notes included in the structural drawings.
3. Coordination efforts with all design team members, including attendance at up to (Remote) design team meetings.

Bidding or Negotiation Phase

1. Response to information and clarification requests by the Bidders, document addendums if required. Responses and clarifications are assumed to be minor, miscellaneous questions / clarifications (not value engineering proposals or major changes related to design intent).

Construction Phase

1. Response to information and clarification requests by the construction team.
2. Attend remote Construction meeting as requested or required. Note - Field Reports will not be issued for remote meetings.
3. Review of submittals for structural system components such as concrete mixtures, steel framing, wood truss and rebar placement.
4. Record Drawings- transfer redline comments to plans to create record set

COMPENSATION



5. Complete up to 2 level 1 site Observations to observe the progress of construction or coordinate field issues, followed by written observation report as requested or required will be billed on a per trip basis.

Compensation for Basic Services Shall Be:

A lump sum fee for the structural work outlined in the scope of services shall be as follows:

Project Phase	Fee
Schematic Design Phase	\$3,700
Construction Document Phase	\$4,000
Bidding or Negotiation Phase	\$300
Construction Phase	Hourly NTE \$3,000
Total Fee	\$14,000

Level 1 Site Observations as requested or required **\$850/TRIP**

Includes up to two hours on site plus report.

Reimbursable Expenses

Reimbursable expenses shall be billed at a multiple of 1.1 times the cost incurred.

Additional Provisions

If Basic Services covered by this proposal have not been completed within 12 months of the date hereof, through no fault of Schaefer, the amounts of compensation set forth in this proposal shall be equitably adjusted.

FEE QUALIFICATIONS



We expect that our services will be contracted under the terms of a contract that is acceptable to both parties. Schaefer's hourly rates will be billed for all other services beyond the outlined scope of services per Schaefer's previously agreed-upon rate schedule or a negotiated lump sum fee. These services may include but are not limited to the following:

1. Services related to the design and/or detailing of structure not listed above, such as alternate lateral load-resisting systems, substantially different or varied structural materials than indicated in assumed construction type, or architectural feature elements (canopies, signs, etc.) not indicated shown in the preliminary information provided to us.
2. Services related to the re-design or re-drawing of any portion of the building, after the end of the Schematic Design phase, for which we have already completed design or drawings, due to architect or owner changes from previous direction given to us.
3. Services related to the design and/or detailing of site work elements including but not limited to, retaining walls, mechanical vaults, manholes, mechanical equipment pads, light poles, light pole foundations, flagpoles, flagpole foundations, benches, fountains, pools, signs / wayfinding monuments and associated foundations, etc.
4. Services related to non-structural elements and their attachments, including but not limited to: exterior architectural cladding systems, interior architectural systems (e.g., cabinets, islands, etc.), stairs, handrails, railings, window washing systems and their tie downs, antennas/signs/flagpoles attached to the primary structure, ladders, grills, screens, mechanical, electrical and plumbing equipment, seismic bracing of architectural components and mechanical, electrical, and plumbing equipment, fall protection equipment/systems, etc.
5. Special Inspections during construction or additional site visits and observation reports.
6. Services related to the re-design or re-drawing of any portion of the existing building due to unforeseen conditions in the field. Code compliance, or constructability.
 - a. It is understood the renovations are minor in nature and the review of the complete existing building structure is not required or requested.
7. Provide building review or design revisions for change of building use or occupancy.
8. Services related to the design of fixes for errors or omissions by the construction team.

APPENDICES



Existing Building Condition Assessment

The levels of thoroughness of existing building condition assessment can vary greatly. Below are descriptions of options that can be provided.

LEVEL 1 - VISUAL OBSERVATION AND ASSESSMENT

This assessment is limited to conditions that can be detected by a reasonable visual observation, and any additional or special procedures noted below. Unless noted otherwise, the visual observation shall consist of a walk-thru of the area, and a closer examination of a few random accessible areas. This assessment is entirely visual and will identify obvious signs of structural deficiencies or distress. This type of assessment does not attempt to determine code compliance or structural adequacy.

This assessment may identify issues that require additional investigation which is beyond the scope of services.

The deliverable will be a letter style report documenting the conditions observed and recommendations (including additional assessment if appropriate).

The above limitations also apply to foundation investigations. If this investigation is to include the foundation, any observed conditions which could lead to a problem will be noted. There may be existing or potential problems that cannot be detected unless an excavation and/or soil borings are made which, unless noted, is outside the scope of this assessment.

2023 RATE SCHEDULE



The following are the 2023 billing rates for Schaefer.

Engineers	Rates/Hour
Principal	\$222.00
Senior Project Manager/Senior Engineer Manager	\$209.00
Project Manager II/Senior Project Engineer II	\$193.00
Project Manager I/Senior Project Engineer I	\$162.00
Project Engineer	\$142.00
Design Engineer II	\$126.00
Design Engineer I	\$117.00

Technical	Rates/Hour
Designer	\$156.00
Senior Modeler	\$142.00
Modeler II	\$134.00
Modeler I	\$105.00
Co-Op	\$71.00



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February 8, 2024

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Chad Billings, AIA, LEED-AP BD+C. WELL AP.
Principal.
DFDG
4545 E McKinley ST
Phoenix
Arizona 85008

**Re: Boys and Girls Club Tenant Improvement – Conceptual & SD Estimate.
Fee Proposal for Cost Consulting Service. Rev 2.**

Dear Chad,

We are pleased to offer Cost Consulting services for the above project.

We understand the existing Boys and Girls Club east campus in Chandler, Arizona requires tenant improvement of approximate 3,000 SF space. This includes the functional areas of the teen room, meeting room and front entrance.

TBD to provide a Conceptual, Schematic Design (SD) estimate, and Construction Document (CD) estimate option.

Project Location

300 East Chandler Blvd.
Chandler
Arizona 85225

Scope of Services

TBD fee proposal is based on providing three cost options to DFDG. The service will include cost estimates including one revision and two one-hour meetings for each milestone phase. The cost will be pertained to the local market rates with cross referring to the cost database to produce set estimate.

The cost estimate will be based upon information provided by DFDG.

Fees

We propose to provide the above services based on a **Not-To-Exceed Fee Basis**:

Conceptual Design Cost Option:

Three Conceptual Estimates \$ 2,700.00

- Senior Cost Manager 16 Hours.
- One revision per comments

Schematic Design Cost Option:

Baseline (SD) Estimate \$ 4,000.00

- Senior Cost Manager 22 Hours.
- One revision per comments

Alt Cost Option: ADA Upgrades (SD) Estimate \$ 2,000.00

- Senior Cost Manager 12 Hours.
- One revision per comments

Note: All estimate phases include meeting time within the billable hours.

Cost Alt Option:

Construction Documents (CD) Estimate \$ 11,500.00

- Senior Cost Manager 65 Hours.
- One revision per comments

The not-to-exceed fee is based upon a blended hour billable rate of \$175/Hr.

The fees include expenses incurred in the preparation of any required documentation or reports.

Reimbursement expense fee has been excluded.

Our fees exclude travel costs. No anticipation of any travel is expected.

TBD cost estimating positional fee breakdown (Arizona only):

Cost Estimator:	\$160/Hr.
Senior Cost Estimator:	\$175/Hr.
Associate Principal:	\$190/Hr.
Principal:	\$220/Hr.

Notable Exclusions:

The following items are excluded from the scope in this fee proposal:

- Reconciliation with estimates by others.
- Site visits.
- Reviewing subcontractor bids.

Payment and Terms

We will issue a monthly invoice. Payment due thirty (30) calendar days after date of invoice.

Our proposal remains open for a period of thirty (30) days. After this time, we will be pleased to review the proposal, make any required amendments, and re-submit for your review and approval.

Work will be completed under the direction of Patrick Templeton.

We trust that we have interpreted your requirements correctly, if you have any questions or suggested amendments, please do not hesitate to contact the undersigned. If you would like to proceed with the above services, please complete and return the authorization below.

We look forward to working with you on this project.

On behalf of TBD Consultants

On behalf of DFDG

Patrick Templeton
Senior Cost Consultant

Accepted by: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A