



PROFESSIONAL SERVICES AGREEMENT

Design Services

AIRPORT OPERATIONS GARAGE

Project No. AI2209.201

Council Date: May 9, 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 **C&S Engineers, Inc.**, a New York 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 **Airport Operations Garage** 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 **460** 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 **\$305,513** 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: Viviana Barrientes, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3314 Email: viviana.barrientes@chandleraz.gov																							
To Consultant:	<table border="1"> <tr> <td>LEGAL COMPANY NAME:</td> <td>C&S Engineers, Inc.</td> </tr> <tr> <td>Mailing Address:</td> <td>499 Col. Eileen Collins Blvd., Syracuse, NY 13212</td> </tr> <tr> <td>Physical Address:</td> <td>499 Col. Eileen Collins Blvd., Syracuse, NY 13212</td> </tr> <tr> <td>Statutory Agent Name:</td> <td>Registered Agents, Inc.</td> </tr> <tr> <td>Statutory Agent Mailing Address:</td> <td>1846 E. Innovation Park Dr., Ste 100, Oro Valley, AZ 85755</td> </tr> <tr> <td>Statutory Agent Physical Address:</td> <td>1846 E. Innovation Park Dr., Ste 100, Oro Valley, AZ 85755</td> </tr> <tr> <td colspan="2">CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE</td> </tr> <tr> <td>Name:</td> <td>Daniel J. Marinaro, AIA NCARB</td> </tr> <tr> <td>Title:</td> <td>Principal Architect</td> </tr> <tr> <td>Phone:</td> <td>602-531-2549</td> </tr> <tr> <td>Email:</td> <td>dmarinaro@cscos.com</td> </tr> </table>		LEGAL COMPANY NAME:	C&S Engineers, Inc.	Mailing Address:	499 Col. Eileen Collins Blvd., Syracuse, NY 13212	Physical Address:	499 Col. Eileen Collins Blvd., Syracuse, NY 13212	Statutory Agent Name:	Registered Agents, Inc.	Statutory Agent Mailing Address:	1846 E. Innovation Park Dr., Ste 100, Oro Valley, AZ 85755	Statutory Agent Physical Address:	1846 E. Innovation Park Dr., Ste 100, Oro Valley, AZ 85755	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE		Name:	Daniel J. Marinaro, AIA NCARB	Title:	Principal Architect	Phone:	602-531-2549	Email:	dmarinaro@cscos.com
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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"
C&S ENGINEERS, INC.**

MAYOR

Signature
4/15/2024
Date

RECOMMENDED BY:

Michael LaMontagne
Print Name

Daniel Haskins
Daniel Haskins, P.E.
CIP City Engineer

Service Group Manager
Title

APPROVED AS TO FORM:

mlamontagne@cscos.com
Signer Email Address

City Attorney

JNB

ATTEST:

City Clerk

Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

[DESIGN SERVICES SCOPE OF SERVICES]

EXHIBIT "A" Revised SCOPE OF SERVICES/SCHEDULE April 1, 2024

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

- 1.1 The C&S Team will provide services for the design, permitting and development of construction documents, for the development of a 4,405 GSF, airport operations garage, located at 2392 – 2429 S. Airport Blvd., Chandler, Arizona, all as more specifically described herein below.
- 1.2 The facility design will include the following areas: an entry area, a unisex toilet room, men's & women's locker rooms and a four vehicle storage bays. The exterior improvements will include site utilities, grading, drainage, paving, landscaping, site lighting and peripheral security fencing.
- 1.3 The C&S team will provide design services for the project including, landscaping at the SW corners of the building, civil, geotechnical, architectural, structural, mechanical, plumbing, electrical engineering services and opinion of probable construction cost estimating.
- 1.4 The C&S team will provide design services for the re-pavement of the entire existing parking lot associated with the project.
- 1.5 The C&S team will provide design services to create an aircraft observation area, to be located on the grassed area to the SE of the parking lot. The airplane observation area will consist of aviation themed seating, walking paths, information plaques, and opportunities to watch airplanes through the fenced area delineating the airfield.

2. ASSIGNMENT:

- 1) C&S Companies provided the conceptual design phase services for the city of Chandler. The C&S team for this phase will consist of the following teammates, who are working together on other current projects:
 - a. Project Management – Daniel Marinaro – C&S
 - b. Architecture – Patrick Gordon – C&S
 - c. Structural Engineering – Meyer Borgman Johnson (MBJ)
 - d. Electrical Engineering - Barton Peters – C&S
 - e. Mechanical, Plumbing Engineering – CM Associates Engineers
 - f. Civil Engineering, boundary, and topographic surveys – Entellus

g. Opinion of probable construction cost estimates – AR Mays

3. PROJECT SCHEDULE:

- 3.1 The C&S team will perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference.
- 3.2 The C&S team will adhere to the Production Schedule prepared by the C&S team, included herein. The C&S team will 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. The C&S team will take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist the C&S team in doing so.
- 3.3 Meetings:
 - a. City of Chandler 1-hour meetings will occur at the following milestones:
 - i. Project Kickoff meeting including 15% design confirmation with elimination of wash bay and mechanical room and equipment storage.
 - ii. 60% review comments.
 - iii. 90% review comments.
 - iv. 100% review comments.
 - b. C&S design team .25-hour coordination meetings – bi-weekly for 12 weeks and after 12 weeks, .25-hour bi-monthly.

4. QUALITY CONTROL:

- 4.1 The C&S team will institute and comply with a Quality Control Plan established for the project. The Quality Control Plan will consist of the Project Management Plan (PMP) including:
 - a. Roles & Responsibilities Matrix
 - b. Project Communication Plan
 - c. Resolution Comment Matrix
 - d. Project Risk Analysis
 - e. Schedule of Meetings
 - f. Quality Assurance and Control review Schedule

5. PRELIMINARY RESEARCH:

- 5.1 For the operations facility, much of the preliminary research was performed in the conceptual design phase. The C&S team will:

- a. Confirm the document search conducted in the conceptual design phase for existing utility locations and attempt to obtain as-built drawings and utility records.
 - b. Perform a Document search for rights-of-way.
 - c. Perform a Document search for survey ties and benchmarks.
 - d. Confirm city policies, regulations, standards, design manuals, and requirements, etc. relevant to project.
 - e. Research and/or obtain geotechnical reports and investigations, computer model data and field surveys.
- 5.2 Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by City.
- 5.3 The C&S team will provide a survey of the project area that includes topographical and property data of the immediate site. Design will utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans and define the benchmark location and elevation that will be utilized for construction of this facility.

6 UTILITY/AGENCY COORDINATION:

- 6.1 Coordination with utility companies and agencies will be conducted in accordance with the latest version of the "Public Improvement Project Guide" (PIPG).
<https://www.chandleraz.gov/government/departments/development-services/telecommunications-and-utility-franchise/utility-coordination>
- 6.2 The C&S team will identify utility conflicts during the initial stages of the design process.
- 6.3 The C&S team will coordinate the design and installation of the utilities, which includes services for electric, communications, water, storm drainage, irrigation, and sanitary systems.

7 GEOTECHNICAL INVESTIGATION:

- 7.1 Review of the geotechnical report performed in the conceptual design phase.

8 PROGRAM CONFIRMATION

- 8.1 C&S Companies performed programming services in Phase 1 – Conceptual Design and issued the results in the Final Report. Job # AI2102.101 C&S will lead a programming confirmation meeting prior to the start of the Schematic Design Phase.

9 SCHEMATIC DESIGN (15% Document Review):

- 9.1 Based on the approved conceptual design report, including value engineering changes made at the end of the report, and written authorization to proceed from the city of Chandler, the C&S team will begin schematic design.

10 DESIGN DEVELOPMENT (60% Document Review):

- 10.1 C&S Companies will revise, and re-issue CAD Base Files listed in 9.1 above.
- 10.2 C&S Companies will advise and coordinate the preliminary designs for the Mechanical, Electrical & Plumbing systems, including collaboration with City to confirm requirements for building systems.
- 10.3 Based on the approved Schematic Design Documents and any adjustments authorized by City in the program, schedule or construction budget, the C&S team will prepare, for approval by City, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the project as to architectural, structural, mechanical, and electrical systems, materials and such other elements as may be appropriate. When the design is approximately sixty percent (60%) complete. The C&S team will perform the following:
 - a. Development of the site plan. Design will utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans.
 - b. Prepare plans, elevations, sections, schedules, and notes as required to communicate the design intent and describe the project as to civil, architectural, structural, mechanical, electrical, and plumbing.
 - c. Perform code reviews and implement requirements into the design documents.
 - d. Create an outline specification.
- 10.4 Coordinate 60% Cost Estimate:
 - a. Value Engineer the design cooperatively with the entire design team and City's representatives. This effort will occur as early as effectively possible and consist of a focused meeting addressing relationships of components, construction materials, and building systems.
 - b. Prepare an opinion of probable construction cost estimate for verification with the budget. Adjust design as necessary to maintain alignment with the previously approved construction budget.
 - c. Submit electronically to City's Project Manager a complete drawing set for the City's review, comment, and approval to advance to the construction document phase.
- 10.5 Civil Plan – 1st Submission
- 10.6 60% Review / Meeting:
 - a. The C&S team will review and complete the City's Constructability Review Checklist. All applicable checklist items will be incorporated in the design documents.
 - b. Submit electronically to City's Project Manager a complete drawing set, outline specifications, & preliminary drainage. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.

- c. Schedule review meeting with plan check staff to discuss plan review comments. Clarify with the plan check staff what the design challenges are and decide the method in which they will be resolved.

11 CONSTRUCTION DOCUMENTS (90% & 100% Document Review):

- 11.1 Based on the approved design development (60% submittal) including written authorization to proceed from the city of Chandler, the C&S team will begin construction documents. C&S Companies will revise, and re-issue CAD Base Files listed in 9.1 above to incorporate any necessary modifications discovered in the Design Development Phase.
- 11.2 C&S Companies will coordinate the final designs for the Mechanical, Electrical & Plumbing systems, incorporating any necessary revisions from the Design Development Phase.
- 11.3 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by City, the C&S team will 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 percent (90%) complete the C&S team will do the following:
 - a. Prepare plans, elevations, sections, schedules, notes, and draft technical specifications as required to be able to bid and construct the project in its entirety.
 - b. Add the cover sheet to the drawing set provided by the City electronically.
 - c. Provide City of Chandler with a copy of the Revit files. Each building system will be "linked" to be able to isolate trades or engineering from architectural components or vice versa.
 - d. Provide document coordination of work performed by separate contractors or by City's own forces.
- 11.4 Coordinate 90% Cost Estimate:
 - a. Prepare a probable cost of construction cost estimate for verification with the budget. Adjust design as necessary to maintain alignment with the previously approved construction budget.
 - b. Prepare bid alternates as necessary.
- 11.5 Civil Plan – 2nd Submission
- 11.6 90% Review Meeting:
 - a. Conduct a full document set (plans & Specs) review, in collaboration with the C&S teams and City's representatives.
- 11.7 Final Coordination of C&S team drawings including Civil, Structural, Mechanical, Electrical & Plumbing.

- 11.8 Prepare 100% drawings, final specifications, structural calculations & drainage report stamped & signed.
- 11.9 100% Deliverables, Plan Review & Permit
 - a. Submit 100% stamped & signed documents to Development Services for building permit. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.
 - b. Submit electronically to City's Project Manager a complete drawing set, final specifications, structural calculations & drainage report. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.
 - c. Pick-up plan review final comments and prepare stamped digital documents. City will have the bid sets reproduced from digital documents submitted through the City website.
- 11.10 Coordinate 100% Cost Estimate:
 - a. Prepare a probable cost of construction cost estimate for verification with the budget. Adjust design as necessary to maintain alignment with the previously approved construction budget.

12 CONTRACTOR COORDINATION / BID & AWARD:

- 12.1 Coordinate & Issue Bid Documents
 - a. Assist City in the preparation of the Bid Form.
 - b. Attend and participate at the pre-bid conference for the purpose of answering technical questions from potential bidders.
- 12.2 Prepare addenda for review and approval by City. City will distribute.
 - a. If base bids are 10% over or under the "cost estimate", The C&S team will provide a detailed evaluation identifying differences.

13 ADDITIONAL PARKING LOT PAVING

- 13.1 Incorporate the additional portion of the existing parking lot to be included in the grading, drainage and pavement specifications and details.
- 13.2 Provide electrical design for additional lighting in the parking lot.

14 AIRPLANE OBSERVATION AREA

The C&S design team will provide design services to create an aircraft observation area, to be located on the grassed area to the SE of the parking lot. The airplane observation area will consist of aviation themed seating, walking paths, information plaques, and opportunities to watch airplanes through the fenced area delineating the airfield.

14.1 Research:

- a. Visit Falcon Field and Deer Valley airports to observe and photograph their observation areas.
- b. Study other airports across the country to see what has been done elsewhere, what has been successful and what has not.
- c. Research aviation themed outdoor furniture and up-cycled ideas for shading, tables, benches, and other objects that can be used to create small displays to be scattered throughout the area.

14.2 Schematic Design Concepts (To be completed parallel with the 15% building schedule):

- a. Prepare an over-all site plan incorporating the full boundaries of the airplane observation area. Prepare three (3) concept plans sketches including sketch vignettes capturing the character of the space.
- b. Collect product data, photographs and imagery of outdoor furniture and other elements to be incorporated.
- c. Hold a one-hour design charette (virtual or in person) with the Chandler team and stakeholders to discuss the ideas, collaborate and document preferences and selections for further advancement.
- d. Create a final conceptual solution, including a colored site plan with concept level details, product, and material information, to be used in an order of magnitude probable cost of construction cost estimate to be presented with the final design concept, for approval.

14.3 60% Complete Package - Bidding:

- a. Following the approved 15% design and cost approval, the remainder of this component of the project will follow the 60% process beginning with task 10.1 and will be incorporated into the schedule and remaining tasks as described above.

15 OWNERS ALLOWANCE:

- 15.1 The owner's allowance is included to be applied towards out of scope or other items, as authorized by the City of Chandler. For any out-of-scope work, the C&S design team will submit an Allowance Usage Authorization email to the City of Chandler project manager for approval.

16 SUB-CONSULTANTS TO THE C&S TEAM SERVICES:

16.1 Civil Engineering & Survey:

- a. New easements required for utilities will be identified early in the design stage of the project and necessary information provided to City's Real Estate Department to allow City to complete acquisition during the design phase.

- b. The C&S team will provide legal descriptions for the natural gas and electrical service easements, if required.
- c. The C&S team will submit preliminary plans, specifications, and design calculations to utilities/agencies for review and use during their design for their service improvements or any necessary relocations.
- d. The C&S team will conduct utility meetings to coordinate relocations with utility/agency and establish relocation schedules, if required.
- e. The C&S team will follow-up with the final design submittal for utility construction and coordination with the bid documents.
- f. The C&S team will incorporate the utility/agency construction requirements into the bid documents, when required.
- g. Drainage Report – FF, flood zone
 - i. Floodplain Permit
 - ii. Elevation Certificate

16.2 Structural Engineering:

- a. Review geotechnical report and design foundations & anchors as appropriate to support the structure above.
- b. Assist in the selection of the PEMB structural system. Coordinate & collaborate with the PEMB vendor selected for input of structural system into digital design software.
- c. Provide construction documents at the following stages, 60%, 90%, 100% for review and collaboration with cost estimating team.
- d. Provide structural calculations suitable for obtaining a building permit & securing bid.
- e. Respond to RFIs during the bidding process.
- f. Provide technical specifications for Divisions 3 through 5 & structural portions of Division 31.
- g. Participate in coordination meetings during each design phase.
- h. Provide a list of required special inspections.
- i. Review structural submittals and shop drawings.

16.3 Mechanical & Plumbing Engineering:

- a. Venting & exhaust systems for storage bays, mechanical rooms & bathrooms.
- b. Split system heat pump with fan coil unit.
- c. Plumbing utilities (waste & water) design.
- d. Oil / water separator and sediment trap for storage bay drainage.
- e. Mechanical energy code compliance certificate.

- f. Participate in design coordination meetings throughout the design phases.
- g. Issue drawing sets at the following intervals: 60%, 90% & 100%.

16.4 Cost Estimating Services:

- a. 60% Cost Estimate: Design Development construction budget. Record & track design changes. Update design & construction duration schedule. Participate in value engineering meetings & provide alternatives for cost efficiency.
- b. 90% Cost Estimate: Construction Documents budget. Record & track design changes. Update design & construction duration schedule adding long lead time procurement activities. Provide value engineering alternatives for cost efficiency. Review plans & specifications for accuracy.
- c. 100% Cost Estimate: Construction Documents final budget. Update construction schedule. Provide constructability comments.
- d. Inclusion of the airplane observation area into all cost estimates.

17 PERIOD OF SERVICE (MILESTONES):

- 17.1 Following receipt of a "Notice to Proceed" with the design work, The C&S team will complete the design and have all documents ready for bidding within 241 calendar days of the date indicated on the Notice to Proceed.
- 17.2 The C&S team will complete all services specified herein in accordance with the Production Schedule and progress milestones included in Exhibit A attached herein. In the event delays are experienced beyond the control of The C&S team, the completion date may be extended as mutually agreed upon by City and The C&S team.

ID		Task Mode	Task Name	Duration	2023 Nov	Dec	Qtr 1, 2024 JanFebMar	Qtr 2, 2024 AprMayJun	Qtr 3, 2024 JulAugSep	Qtr 4, 2024 OctNovDec	Qtr 1, 2025 JanFebMar	Qtr 2, 2025 AprMayJun	Qtr 3, 2025 JulAugSep	Qtr 4, 2025 OctNov
1	i	→	Chandler Airport Oper. Garage Design	459 days										
2		→	Design Phase	307 days										
3		→	Tasks 1.0, 2.0 & 3.0 - Scope, Assignment, Schedule	118 days										
4		→	Contract Negotiations	111 days										
5		→	City Council Meeting Approval	1 day										
6		→	Notice to Proceed	5 days										
7		→	Kickoff Meeting	1 day										
8		→	Task 4.0 - Quality Control	139 days										
9		→	Quality Control Plan	139 days										
10		→	Task 5.0 - Preliminary Research	9 days										
11		→	Document Search & Research	4 days										
12		→	Investigate Existing Conditions	4 days										
13		→	Survey	9 days										
14		→	Task 6.0 - Utility / Agency Coordination	5 days										
15		→	Coordination with Utilities	5 days										
16		→	Identify Utility Conflicts	5 days										
17		→	Coordination Design of Utilities	5 days										
18		→	Task 7.0 - Geotechnical Report Review	29 days										
19		→	Review of Geotechnical Report	29 days										
20		→	Task 8.0 - Program Confirmation	4 days										
21		→	Info. Gathering, Program Confirm. Mtg.	1 day										
22		→	Site Visit	4 days										
23		→	Task 9.0 - Schematic Design (15%)	0 days										
24		→	CAD Base Plans - From Pre-Design Contract 101	0 days										
25		→	Task 10.0 - Design Development (60%)	53 days										
26		→	Prepare 60% CAD Base Plans	7 days										
27		→	Coordinate Prelim MP&E Engineering	3 days										
28		→	Prepare 60% Plans & Outline Specs.	25 days										
29		→	Coordinate 60% Cost Estimate	10 days										
30		→	Civil Plan 1st Submission	1 day										
31		→	60% CofC Review / Meeting	20 days										
32		→	Task 11.0 - Construction Documents (90% & 100%)	136 days										
33		→	Prepare 90% CAD Base Drwgs	5 days										
34		→	Coordinate MP&E Engineering	5 days										
35		→	Prepare 90% Plans & Draft Tech. Specs.	25 days										
36		→	Coordinate 90% Cost Estimate	10 days										
37		→	Civil Plan 2nd Submission	1 day										
38		→	90% CofC Review / Meeting	20 days										
39		→	Final Coordination 100% of all Consultants	5 days										
40		→	Prepare 100% Plans & Final Tech. Specs.	10 days										
41		→	100% Cost Estimate	10 days										

Project: msproj11
Date: Tue 4/2/24

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

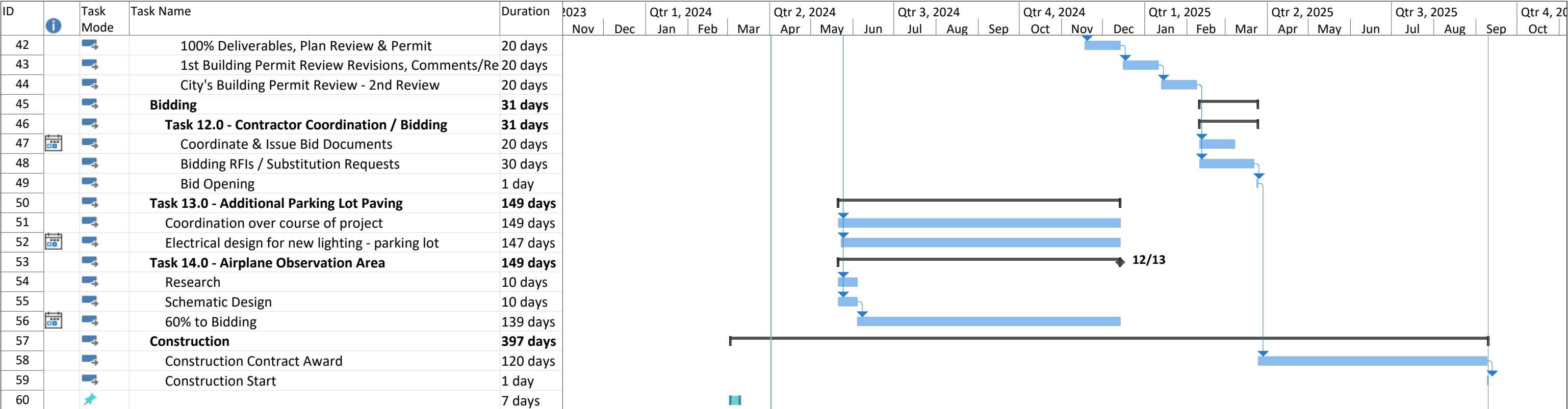
Finish-only

Deadline

Progress

Manual Progress

Page 1



Project: msproj11
Date: Tue 4/2/24

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline

Progress

Manual Progress

Page 2

EXHIBIT "B"
COMPENSATION AND FEES

EXHIBIT "B-1"
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		\$ 16,850.00
3.1	Production Schedule	\$ 16,850.00
Task 4.0 Quality Control		\$ 13,220.00
4.1	Quality Control Plan	\$ 13,220.00
Task 5.0 Preliminary Research		\$ 900.00
5.1	Perform Document Search and Research	\$ -
5.2	Investigate Existing Conditions	\$ 900.00
5.3	Survey	\$ -
Task 6.0 Utility/Agency Coordination		\$ 675.00
6.1	Coordination with Utilities (PIPG)	\$ -
6.2	Identify Utility Conflicts	\$ 225.00
6.3	Coordination Design of Utilities	\$ 450.00
Task 7.0 Geotechnical Report Review		\$ 225.00
7.1	Review of Geotechnical Report	\$ 225.00
Task 8.0 Program Confirmation		\$ 5,840.00
8.1	Info. Gathering & Programming Confirmation, Site Visit	\$ 5,840.00
Task 9.0 Schematic Design (15%)		\$ -
9.1	CAD Base Plans - From Pre-Design Contract 101	\$ -
Task 10.0 Design Development (60%)		\$ 43,530.00
10.1	Prepare 60% CAD Base Plans	\$ 3,820.00
10.2	Coordinate Preliminary MP&E Engineering	\$ 5,720.00
10.3	Prepare 60% Plans & Outline Specs	\$ 28,530.00
10.4	Coordinate 60% Cost Estimate	\$ 2,640.00
10.5	Civil Plan 1st Submission	\$ -
10.6	60% CoFC Review/Meeting	\$ 2,820.00
Task 11.0 Construction Documents (90% & 100%)		\$ 47,910.00
11.1	Prepare 90% CAD Base Drawings	\$ 4,070.00
11.2	Coordinate MP&E Engineering	\$ 6,040.00
11.3	Prepare 90% Plans & Draft Tech Specs	\$ 19,800.00
11.4	Coordinate 90% Cost Estimate	\$ 2,700.00
11.5	Civil Plan 2nd Submission	\$ -
11.6	90% CoFC Review/Meeting	\$ 3,060.00
11.7	Final Coordination 100% of all Consultants	\$ 1,220.00
11.8	Prepare 100% Plans & Final Tech Specs	\$ 6,100.00
11.9	100% Deliverables, Plan Review & Permit	\$ 3,760.00
11.10	100% Cost Estimate	\$ 1,160.00
Task 12.0 Contractor Coordination / Bid & Award		\$ 2,610.00
12.1	Coordinate & Issue Bid Documents	\$ 1,350.00
12.3	Issue Addenda as required	\$ 1,260.00
Task 13.0 Additional Parking Lot Paving		\$ 8,140.00
13.1	Coordination over course of project	\$ 5,680.00
13.2	Electrical design for additional lighting in parking lot	\$ 2,460.00
Task 14.0 Airplane Observation Area		\$ 37,300.00
14.1	Research	\$ 13,200.00
14.2	Schematic Design	\$ 13,200.00
14.3	60% to Bidding	\$ 10,900.00
ALLOWANCES		\$ 23,643.00
15.1	Owner's Allowance	\$ 23,643.00
SUB-CONSULTANTS		\$ 104,670.00
15.1	Civil Engineering & Survey	\$ 44,070.00
15.2	Structural Engineering	\$ 20,820.00
15.3	Mechanical & Plumbing Engineering	\$ 14,000.00
15.4	Cost Estimating Services	\$ 19,400.00
15.5	Civil Engineering for Additional Parking Lot	\$ 860.00
15.6	Civil Engineering for Airplane Observation Area	\$ 1,720.00
15.7	Cost Estimating Services for Parking lot and Observation Area	\$ 3,800.00
TOTAL COST:		\$ 305,513.00

EXHIBIT "B-2"
Hours and Rates

	Arch. Principal	Arch. PM	Senior Architect	Senior Arch. Designer	Arch. Designer	Project Acct.	Elec. Principal	Senior Elec. Engineer	Senior Elec. Designer	Admin	< PROJECT ROLE
	Mike L.	Dan M.	Patrick G.	Gabrielle E.	Mykala S.	Justina P.	Doug O.	Bart P.	Dan B.	Sarah W.	
	\$ 280.00	\$ 260.00	\$ 225.00	\$ 160.00	\$ 140.00	\$ 120.00	\$ 290.00	\$ 245.00	\$ 125.00	\$ 98.00	< HOURLY
TASK DESCRIPTION											TOTAL HOURS PER TASK
Task 1.0 Project Description & Scope of Construction											
Task 2.0 Assignment											
Task 3.0 Project Schedule	1	40	10	0	0	0	0	0	0	40	91
3.1 Production Schedule	1	40	10							40	
Task 4.0 Quality Control	0	40	4	0	0	16	0	0	0	0	60
4.1 Project Management Plan		40	4			16					
Task 5.0 Preliminary Research	0	0	4	0	0	0	0	0	0	0	4
5.1 Perform Document Search and Research											
5.2 Investigate Existing Conditions			4								
5.3 Survey											
Task 6.0 Utility/Agency Coordination	0	0	3	0	0	0	0	0	0	0	3
6.1 Coordination with Utilities (PIPG)											
6.2 Identify Utility Conflicts			1								
6.3 Coordination Design of Utilities			2								
Task 7.0 Geotechnical Report Review	0	0	1	0	0	0	0	0	0	0	1
7.1 Review of Geotechnical Report			1								
Task 8.0 Program Confirmation	0	8	8	0	0	0	0	8	0	0	24
8.1 Info. Gathering & Program Confirmation		8	8					8			
Task 9.0 Schematic Design (15%)	0	0	0	0	0	0	0	0	0	0	0
9.1 CAD Base Plans - From Pre-Design Contract 101											
Task 10.0 Design Development (60%)	2	6	92	94	0	0	0	16	14	0	224
10.1 Prepare 60% CAD Base Plans			8	8				2	2		
10.2 Coordinate Preliminary MP&E Engineering			24	2							
10.3 Prepare 60% Plans & Outline Specs			48	80				14	12		
10.4 Coordinate 60% Cost Estimate		2	8	2							
10.5 Civil Plan 1st Submission											
10.6 60% CoFC Review/Meeting	2	4	4	2							
Task 11.0 Construction Documents (90% & 100%)	1	10	92	96	0	0	2	22	24	0	247
11.1 Prepare 90% CAD Base Drwgs			8	8				2	4		
11.2 Coordinate MP&E Engineering			24	4							
11.3 Prepare 90% Plans & Draft Tech Specs		1	24	56				14	14		
11.4 Coordinate 90% Cost Estimate		1	8	4							
11.5 Civil Plan 2nd Submission											
11.6 90% CoFC Review/Meeting		2	4	2			2	2	2		
11.7 Final Coordination 100% MP&E Engineering			4	2							
11.8 Prepare 100% Plans & Final Tech Specs		1	8	16				4	4		
11.9 100% Deliverables, Plan Review & Permit	1	4	8	4							
11.1 100% Cost Estimate		1	4								
Task 12.0 Contractor Coordination / Bidding	0	1	4	6	0	0	0	2	0	0	13
12.1 Coordinate & Issue Bid Documents		1	2	4							
12.3 Issue Addenda as required			2	2				2			
Task 13.0 Additional Parking Lot Paving	0	8	16	0	0	0	0	8	4	0	36
13.1 Coordination over course of project		8	16								
13.2 Electrical design for additional lighting in parking lot								8	4		
Task 14.0 Airplane Observation Area	0	72	48	24	0	0	0	12	8	0	164
14.1 Research		32	16	8							
14.2 Schematic Design		32	16	8							
14.3 60% to Bidding		8	16	8				12	8		

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.

Work within City's Right-of-Way. All work performed within City's Right-of-Way by Consultant and Consultant's subconsultants must comply with City of Chandler requirements.

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.



CITY OF CHANDLER

AIRPORT OPERATIONS GARAGE

Conceptual Design Report

March 13, 2024


A.R. MAYS
CONSTRUCTION

COMPANY PROFILE

With its headquarters in Arizona and office in California, A.R. Mays Construction is a construction company specializing in managing commercial projects throughout the Southwest and for Native American communities. With a passion for efficient operations and effective process, combined with our commitment to comprehensive personnel training, we consistently provide construction services that exceed our customer's expectations. Doing what we say we are going to do, taking responsibility for our actions, and contributing to our customer's success has distinguished us as a premier building contractor for over 37 years.

ADAPTABLE. DRIVEN. PARTNER.

A team of passionate, hard-working problem solvers, A.R. Mays Construction builds strong relationships by providing individualized solutions that drive client success. Armed with robust knowledge on a range of industries – as well as a 37-year history throughout the Southwest – we pride ourselves on our longevity and the ability to effectively adapt to each project and each client's unique needs.

OUR CORE VALUES

We never put our name on something unless we're committed to it. Once we begin a project, our full attention is focused on its completion and ultimate success.



Integrity



Responsibility



Contribution

MARKET DIVERSITY

- | | |
|--|---|
|  Automotive |  Office/Medical Office |
|  Clubhouse |  Multifamily |
|  Convenience Stores |  Native American |
|  Education |  Parks & Recreation |
|  Entertainment |  Restaurant |
|  Financial |  Retail |
|  Fuel Stations |  Site & Infrastructure |
|  Grocery Stores |  Sports & Fitness |
|  Hospitality |  Storage |
|  Industrial |  Travel Centers |



SCOPE OF SERVICES

PRE-DESIGN - PROGRAMMING

- Prepare overall conceptual design construction budgets for scope as outlined at the time of pricing, including the following in the overall budget:
 - Itemized list of components by CSI division, separate break out for exterior, site, and civil items as well as estimated construction costs for proposed improvements, contractor contingency and owners contingency.
- Evaluate layouts for function and construction logistics issues
- Prepare "Master" Construction Schedule to include the following durations and milestones:
 - Implementation of design progression phases as provided by C&S Companies
 - Design progression construction cost estimate dates
 - Plan review and building permit
 - Construction durations and milestones
 - FFE Installation

SCHEMATIC DESIGN PHASE

- Record and track design changes from initial phase as it pertains to budget
- Update design and construction duration schedule
- Propose value engineering alternatives of most cost efficient methods and materials throughout design effort and immediately following each formal budget estimate
- Provide cost estimates including but not limited to the following: hard costs, allowances, temp facility, and contingency as discussed and in collaboration with the C&S Companies team.
- Utility provider coordination – assuming utility revision scope to be provided by C&S Companies during this phase.
- Confirm and identify long lead material time frames

CONSTRUCTION DOCUMENT PHASE

- Update a design and construction duration schedule
- Provide constructability comments
- Update construction budget(s)

FEE PROPOSAL

PHASE	COST
Project Schedule	\$2,800
Prepare SD & ROM Cost Estimate CofC Review/Meeting/Site Visit	\$4,900
Additional Parking/Paving	\$1,000
Airplane Observation Area	\$2,800
Coordinate CD Cost Estimate 90% CofC Review/Meeting/Site Visit	\$5,700
Final Coordination - 100% Deliverable	\$6,000
TOTAL	\$23,200

In addition to the proposed costs above, A.R. Mays Construction will be available to attend site visits, phone calls, and meetings at an hourly rate of \$100/hr and will be billed monthly at a T&M rate, plus the cost of reimbursables.



A.R. MAYS

CONSTRUCTION

A.R. Mays Construction

6900 E. Indian School Road, Suite 200
Scottsdale, Arizona 85251

p. 480.850.6900

f. 480.850.6951

www.armays.com



CM ASSOCIATES ENGINEERS

MECHANICAL ■ ELECTRICAL ■ FIRE PROTECTION

February 2, 2024

C&S Companies
2575 E. Camelback Rd. Suite 740
Phoenix, AZ 85016
pgordon@cscos.com

Attention: Patrick Gordon

Regarding: Chandler Airport Operations Garage
23077 **Revision 1**

Dear Patrick,

Thank you for the opportunity to propose on this project. CM Associates Engineers, PLLC (CM) is pleased to provide a fee for the Mechanical, Plumbing, and Fire Protection design services. The lump sum fee will be **\$14,000 (fourteen thousand dollars)**.

C&S Companies prepared the Chandler Airport Operations Facility Concept Design Summary which included programming and conceptual design for a new Airport Operations Garage located at 2380 S. Stinson Way in Chandler, AZ. The facility and site design include an approximately 4,404 square foot building to be located on an existing surface parking lot directly west of the existing air traffic control tower. The building will include airside Airport operations vehicular access, restrooms, locker rooms and showers, storage, employee parking, and reconfiguration of fencing to accommodate the new building.

The fee includes the following design services:

- Exhaust fans and make-up air intake louvers for the storage bays. There will be no heating or colling for these rooms.
- Split system heat pump with horizontal fan coil unit and full air distribution to serve the locker rooms and restrooms
- General exhaust for restrooms
- Plumbing utilities (waste and water) to five feet outside the building including coordination with civil construction documents for connection to site utilities
- Plumbing, water heating, and fixture specifications for restrooms, showers, electric water cooler, and floor drains in the restrooms
- Oil and water separator for storage bay drainage
- Performance specification for a contractor-designed fire sprinkler system
- IECC Mechanical Compliance Certificate
- Design review meetings with ownership, design, and pre-construction teams
- Design-phase deliverables include the following:
 - Schematic Design Package – Civil Site Plan Review – 4 week review duration
 - Construction Documents Package – Encroachment Permit, Building Permit
 - Construction Documents Package – Bid Set – including City Review Comments/Revisions

Scope of Work Assumptions:

- Construction Administration (CA) services are not included in this fee.
- Construction budgeting will be provided by a third-party estimator or pre-construction team.
- Commissioning services are not included in this scope of work. The proposed scope of work is less than 40 tons of air conditioning, so commissioning is not required per the 2018 International Energy Conservation Code (IECC) Section C408.2.
- IECC Building Envelope Compliance Certificates will be provided by others
- Special inspections can be provided under an additional services proposal.
- Water harvesting, solar domestic hot water, or sewage ejection system designs can be provided under an additional services proposal.
- Construction Documents will be submitted for plan review and permitting by others.
- The cost of the plan review and permit will be paid by others.
- Utility connection fees associated to the building construction will be paid by others.
- This project will include book specifications in CSI format.
- The design will be documented in Autodesk Revit format.

Plotting, printing, scanning, reproduction, delivery, and shipping charges for hard copy submittals will be billed at cost plus 10% as a reimbursable expense.

If the client agrees that additional services are needed for work beyond the scope described above, additional services will be billed at the following rates only after receiving approval from the client to proceed on an hourly basis:

Principal	\$180.00/hr	Designer II	\$110.00/hr
Engineer (PE)	\$170.00/hr	Designer I	\$ 90.00/hr
Senior Designer	\$125.00/hr	Clerical	\$ 75.00/hr

CM Associates Engineers will submit monthly invoices for work completed to date. Client will pay progress or final invoices within 60 days of the invoice. Invoices that remain unpaid for more than 60 days after invoice date will be charged an annual interest rate of 24% (2% compounded monthly) starting 61 days past original invoice date until payment is received.

If you are in agreement with the above fee, scope of work, compensation terms, and our Standard Terms and Conditions, please sign and date the enclosed copy and return it to our office.

Sincerely,

Approved:

CM Associates Engineers, PLLC

BY: _____



Mik Mikulich, P.E., F.P.E., CEM, CxA, LEED AP BD+C

DATE: _____

Standard Terms and Conditions

STANDARD OF CARE

Services performed by CM Associates Engineers, PLLC (hereinafter CM Associates Engineers) under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

TIMELINESS OF PERFORMANCE

CM Associates Engineers perform their services with due and reasonable diligence consistent with sound professional practices and project schedule.

LIABILITY

In the event that design errors, omissions, or deficiencies are discovered following completion and acceptance of the construction documents, CM Associates Engineers shall participate in definition of the problem and shall provide appropriate clarifications or corrections to the contract documents without additional fee. If a construction modification is required as a result of the error, omission, or deficiency, CM Associates Engineers' potential liability is limited to additional costs which would not have been incurred had the original documents been correct.

PAYMENT

If the Client fails to make payments when due or otherwise is in breach of this Agreement, CM Associates Engineers may suspend performance of services upon seven (7) calendar days' notice to the Client. CM Associates Engineers shall have no liability to the Client for costs or damages as a result of such suspension caused by breach of this Agreement by the Client.

VERIFICATION OF EXISTING CONDITIONS

Remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the Client agrees, to the fullest extent permitted by law, to indemnify and hold CM Associates Engineers harmless, from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or economic loss arising or allegedly arising out of the professional services provided under this Agreement.

MEDIATION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and CM Associates Engineers agree that all disputes between them arising out of or relating to this Agreement initially shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

DOCUMENTS

The Client acknowledges CM Associates Engineers' plans and specifications, including all documents on electronic media, as instruments of professional service. The plans and specifications prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to CM Associates Engineers. The client shall not use or make, or permit to be made, any modification to the plans and specifications without the prior written authorization of CM Associates Engineers. The Client agrees to waive any claim against CM Associates Engineers arising from any unauthorized reuse or modification of the plans and specifications.

ATTORNEYS' FEES

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses, as determined by Judgment.

OPINIONS OF PROBABLE CONSTRUCTION COST

When providing opinions of probable construction cost, the Client understands that CM Associates Engineers has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided are to be made on the basis of CM Associates Engineers' qualifications and experience. CM Associates Engineers makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

SCOPE OF WORK & FEE PROPOSAL

Chandler Airport Operations Garage – Chandler, AZ
Survey and Civil Engineering Design Services
Entellus Project No. C199.002
February 5, 2024

PROJECT UNDERSTANDING

C&S Engineers, Inc. ("Client") has requested that Entellus prepare a proposal for survey and civil engineering services for a proposed ±1.5-acre site that is to be the new location for the Chandler Airport maintenance building. The project site is currently a parking lot located in Chandler, Arizona within the Chandler Municipal Airport grounds along Airport Boulevard directly west of an existing air traffic control tower. According to the Concept Design Summary prepared on October 10, 2023 by C&S and scoping meetings, the existing parking lot is to be retrofitted to support a new facility of approximately 4,404 square feet. The building will include airport operations equipment storage, maintenance garage, restrooms, and locker rooms with showers.

SCOPE OF WORK

Preliminary Research

Perform Document Search and Research

Entellus shall obtain records from the City Records Department for or adjacent to the project site. Record drawings requested may include, but not limited to, as-builts for roadway and City utilities, drainage reports, water reports, and sewer reports. In addition, research shall be performed to confirm FEMA flood plain designation and confirm with the fire provider whether onsite fire hydrants will be required.

Survey

- a. Entellus shall conduct an on-the-ground field survey for establishing the Project boundary and Project limits. The survey shall be for the project site based on a field survey that shall include the necessary research, site survey, recovery of monuments and calculations to resolve the final project boundary. Existing monumentation of record shall be recovered and located as part of the survey. Final boundary determination shall be reflected on the project base maps. Resolution of any boundary conflicts or disputes is excluded from this proposal. Should a Results of Survey be required due to destroyed or missing property corners, these services are beyond the scope of this proposal.

Client shall provide a current Title Report reflecting the legal description for the property, ownership, and encumbrances.
- b. Entellus shall obtain topographic information that documents existing conditions that shall influence the design of the on-site improvements. The survey shall locate horizontal location and vertical elevation of existing curbs, sidewalks, utilities, drainage facilities, walls, fences, light poles, signs, trees, and natural features. Existing ground elevations shall be surveyed on a grid basis across the site. Topographic mapping shall include curb and gutter, pavement, and surface appurtenances within the project site.
- c. Entellus shall prepare legal descriptions and exhibit drawings for new natural gas and electrical service easements. Legal descriptions shall comply with the Arizona Boundary Survey Minimum Standards and will be provided on lump sum basis per description. A total of two (2) legal descriptions have been provided in the fee total. (\$1200/each)

- d. It is assumed that all or a portion of the project site is in a Flood Zone and will require a Certificate of Elevation to obtain a Certificate of Occupancy. Entellus shall complete and submit to the client one (1) Certificate of Elevation for the proposed maintenance structure upon completion of construction. It is not guaranteed by Entellus that the reviewing jurisdiction will accept or deny the Certificate of Elevation. (\$1800/each)

Utility/Agency Coordination

Coordination and Utilities

Entellus shall request plans/As-Built information from the dry and wet utility providers in the area. The list of utility providers in the project area shall be provided by Bluestake.

Identify Utility Conflicts

The information received from the utility plans/ As-Built shall be reviewed and existing dry and wet utility information within the project site shall be drawn into AutoCAD. During the design of the project, Entellus shall identify potential utility conflicts related to project improvements. If utility providers are assumed to be affected by identified conflicts, Entellus shall notify providers of the effected utilities.

Coordination Design of Utilities

Entellus shall prepare and submit Utility No Conflict Letters to the dry utility providers in the project area for their plan review, approval, and issuing No Conflict Letters for the project. The list of utility providers in the project area shall be per the Bluestake ticket. Entellus shall respond to and/or address comments that the utility providers have during the plan review process.

Schematic Design

Site Investigation

Entellus shall perform a site visit to review existing conditions. This task is limited to one (1) site visit. Additional site visits shall be billed based on time and materials.

CAD Base Plans

Entellus shall prepare a CAD base that includes linework of the site improvements at a schematic level. Proposed improvements for grading and drainage design and utilities shall be provided based on the existing infrastructure and intent of the City to minimize exterior site improvements.

Schematic Design & ROM Cost Estimate

Entellus shall prepare and provide civil engineering related items such as concept of the grading, drainage, paving, and wet utility layout. In addition, a general approximation of the cost of the construction for the civil improvements of the project shall be provided. It is assumed that C&S will be making all submittals to the City of Chandler and/or other reviewing jurisdictions.

Review & Meeting

Entellus shall participate in one (1) virtual meeting with the City and other members of the design team to discuss comments from the City reviewers. Depending on the final schedule of the project and if the review meeting is in-person, this fee may need to be increased or billed based on Time and Materials at the hourly rates set in this proposal.

Construction Documents

CAD Base Plans

Entellus shall prepare a CAD base that includes linework of the site improvements at a pre-final level. Proposed improvements for grading and drainage design and utilities shall be provided based on the existing infrastructure and intent of the City to minimize exterior site improvements.

Construction Plans

Entellus shall prepare and provide pre-final civil engineering plans related to items such as grading, drainage, paving, and wet utility layout based on the proposed site improvements. These plans shall incorporate comments and requests made by the City per the previous plan submittal. It is assumed that C&S will be making all submittals to the City of Chandler and/or other reviewing jurisdictions.

Cost Estimate

Entellus shall prepare a pre-final Engineer's Cost Estimate per City of Chandler standards that support the civil improvements in the Improvement Plans.

Review & Meeting

Entellus shall participate in one (1) virtual meeting with the City and other members of the design team to discuss comments from the City reviewers. Depending on the final schedule of the project and if the review meeting is in-person, this fee may need to be increased or billed based on Time and Materials at the hourly rates set in this proposal.

Final Construction Plans

Entellus shall prepare and provide final civil engineering plans related to items such as grading, drainage, paving, and wet utility layout based on the proposed site improvements. These plans shall incorporate comments and requests made by the City per the previous plan submittal. It is assumed that C&S will be making all submittals to the City of Chandler and/or other reviewing jurisdictions.

Final Cost Estimate

Entellus shall prepare a final Engineer's Cost Estimate per City of Chandler standards that support the civil improvements in the Improvement Plans.

Final Water and Sewer Reports

Entellus shall prepare a Water and Sewer Report in support of the water and sewer design. The reports shall include one-page write-ups with supporting documents as necessary.

Final Drainage Report

Entellus shall prepare a Final Drainage Design and Report in support of the grading and drainage design for the site improvements. The Final Drainage Report shall include a writeup, retention calculations, inlet sizing, and drainage map for onsite improvements. Offsite drainage analysis is not anticipated and is not a part of this proposal.

Project Meetings

Entellus shall attend meetings as required by the client. In addition, it is anticipated that 15-minute biweekly meetings will be held with the City. This line item is in addition to the two comment review meetings at 30% and 90% reviews.

Contractor Coordination / Bidding

RFIs / Substitution Requests

Entellus shall respond to bidding Requests for Information (RFI) and/or substitution requests during the construction bidding process. A budget has been set for this task with the assumption that Entellus will respond to up to a total of eight (8) RFI's and substitution requests during the bidding process. Depending on the final number of requests submitted, this fee may need to be increased for this phase.

Reimbursable Expenses

Reimbursable expenses such as, but not limited to, delivery charges, printing, computer plotting, maps, agency reports, aerial photographs, reprographics and mileage, and fire flow tests shall be billed to Client at direct cost plus 10%. Reimbursable costs are project dependent and reflect the volume of requests of prints and other data from the review agencies, Client, property owner, stakeholders, and utility companies. Entellus shall provide invoice reports to Client reflecting reimbursable expenses.

ASSUMPTIONS AND BASIS OF PROPOSAL

- This Scope of Work is limited to the Engineering services as set forth.
- Normal plan check revisions are included in the proposal. Client revisions that deviate from the preliminary site plan as approved will be an extra service. Revisions required due to change in information or design requirements provided to Entellus by others (Client, City, other consultants, changes in regulatory agencies' policy changes in standards) will be an extra service.
- Entellus shall be entitled to rely on the completeness and accuracy of all information provided by the Client and/or their representative.
- Coordination of and responsibility for obtaining dry utility designs for the site is by others (power, gas, telephone, cable, optic fiber).
- Geotechnical investigation is not part of this proposal. A geotechnical investigation must be completed that includes a recommendation for the pavement sections and recommendations for earthwork and grading procedures.
- Geographic Information System (GIS) formatted documentation, files and/or deliverables are not considered a part of the Engineering and Platting services in this Scope of Work.
- Preparation of a current Title Report is not considered a part of the Engineering services in this Scope of Work. It is assumed that the Client will have a current Title Report at the start of the project.
- All review and permit fees are to be paid by Client.
- Any processes required to obtain permits for use for the existing water source, are not included in this proposal.
- No traffic study or analysis is included within this scope of work.
- Traffic signal or signal modification plans are not included in this proposal.
- Decorative pavement and hardscape will be the responsibility of the Landscape Architect.
- Signing other than ADA, parking, handicap markings, fire lanes, and regulatory traffic signs is not a part of this contract.
- Parking lot and access roadway lighting design is not included in this proposal.
- Offsite improvements including roadway, drainage, and utility improvements along the adjacent roadway have not been considered a part of the scope of work and are not included in this proposal. If offsite improvements are required other than water and sewer building connections, additional scope and fee will be required.
- The extents of floodplain analysis for the purposes of this project are limited to the completion of a Flood Elevation Certificate. If more drainage analysis is required in relation to the flood plain, additional scope and fee will be required.

FEE SUMMARY

Scope of Work Item	Fee
PRELIMINARY RESEARCH	
• Perform Document Search and Research	
• Survey	
a. Boundary Survey	
b. Topographic Survey	
c. Legal Description	
d. Elevation Certificate	
SUBTOTAL	\$ 11,270
UTILITY/AGENCY COORDINATION	
• Coordination with Utilities (PIPG)	
• Identify Utility Conflicts	
• Coordination Design of Utilities	
SUBTOTAL	\$ 4,320
SCHEMATIC DESIGN	
• Site Investigation & Information Gathering	
• Prepare CAD Base Plans	
• Prepare SD & ROM Cost Estimate	
• CofC Review/Meeting/Site Visit	
SUBTOTAL	\$ 7,420
CONSTRUCTION DOCUMENTS	
• Prepare 90% CAD Base Drwgs	
• Prepare 90% Plans & Draft Tech Specs	
• Coordinate 90% Cost Estimate	
• CofC Review/Meeting/Site Visit	
• Final Plans & Final Tech Specs	
• Final Engineer's Cost Estimate	
• Final Utility Reports (water/sewer)	
• Final Drainage Report	
• Project Meetings	
SUBTOTAL	\$ 19,260
CONTRACTOR COORDINATION / BIDDING	
• RFIs / Substitution Requests	
SUBTOTAL	\$ 1,800
TOTAL FEE	\$ 44,070

Reimbursable Expenses (Estimated)	
Reimbursables, at cost plus 10%	\$ 1,500

ADDITIONAL SCOPE OF WORK & FEE PROPOSAL

Chandler Airport Operations Garage – Chandler, AZ
Survey and Civil Engineering Design Services
Entellus Project No. C199.002
March 11, 2024

PROJECT UNDERSTANDING

C&S Engineers, Inc. ("Client") has requested that Entellus prepare a supplemental proposal for civil engineering services for additional scope for the Chandler Airport Operations Garage project. The overall proposed project is on a ±1.5-acre site that is to be the new location for the Chandler Airport maintenance building. The project site is currently a parking lot located in Chandler, Arizona within the Chandler Municipal Airport grounds along Airport Boulevard directly west of an existing air traffic control tower. The additional scope addresses the landscape area south of the parking lot that is to be improved to be used as an observation area.

ADDITIONAL SCOPE OF WORK

Observation Area

ADA Design for Observation Area

Entellus shall use the design layout by others of the Observation Area and design accessible access to the proposed features. This includes, but is not limited to, the use of sidewalk ramps, sidewalk routing, and grading.

Additional Pavement Improvements

Entellus shall incorporate the additional portion of the south parking lot to be included in the grading and drainage plans for the project. This includes, but is not limited to, defining pavement limits, providing a pavement section by others, and grading.

ASSUMPTIONS AND BASIS OF PROPOSAL

Please refer to project scope and fee proposal for list of assumptions.

FEE SUMMARY

Scope of Work Item	Fee
OBSERVATION AREA	
• ADA Design for Observation Area	\$1,720
• Additional Pavement Improvements	\$860
SUBTOTAL	\$ 2,580
TOTAL FEE (UPDATED)	\$ 46,650

HOURLY RATE SCHEDULE

Classification	Rate
Senior Project Manager	\$ 215/hour
Project Manager	\$ 170/hour
Sr. Project Engineer	\$ 150/hour
Sr. Designer	\$ 145/hour
Project Engineer	\$ 130/hour
Designer	\$ 115/hour
Senior EIT	\$ 120/hour
EIT	\$ 105/hour
Sr. CAD Technician	\$ 95/hour
CAD Technician	\$ 85/hour
Survey Crew	\$ 165/hour
Office Surveyor (RLS)	\$ 190/hour
Survey Technician	\$ 90/hour
Administrative/Clerical	\$ 75/hour
Reimbursables	\$ Cost + 10%

February 5, 2023

Mr. Patrick H. Gordon
C&S Companies
2575 E. Camelback Rd.
Phoenix, AZ 85016

RE: Chandler Airport Operations Garage
Chandler, Arizona

Dear Patrick:

We are pleased to submit this proposal for structural engineering services for this project provided by Meyer Borgman Johnson, Inc. (MBJ) located in Tempe, Arizona. Our understanding of the scope and schedule is based on a Request for Proposal for Structural Engineering email and attachments on December 15.

Project Description

Our understanding of the project is based on the Conceptual Design Report by C&S Companies. The project includes a 4,404 square foot single story building to serve as a operations garage located at the Chandler Municipal Airport. The operations garage will support ground operations vehicles, Maintenance vehicles, heavy duty tractors and runway/Taxi Response vehicles along with other service equipment noted in the conceptual design report.

The structure will be a pre-engineered metal building (PEMB). This will be a delegated design submittal that will be designed by the PEMB supplier. As engineer of record for the building, MBJ will work closely with the chosen metal building manufacturer so that the design of the metal building is fully coordinated with the other design disciplines. MBJ will be responsible for the detailed design for all of the foundations and the baseplate anchors into the foundation. See scope description and assumptions below for detailed description of the scope we have assumed. This is intended as a starting point based on our experience and we suggest that a thorough discussion of the scope separation with C&S Companies to decide on the best approach for the project. We will assist the team with a prequalified list of PEMB manufacturers with experience on these types of facilities is important for this project.

MBJ will provide a Revit model of the buildings that will include the foundation, any concrete/masonry walls, and estimated framing components for the PEMB primary frame and roof. We have assumed that the PEMB manufacturer will provide preliminary sizes for all of the structural steel, including steel raker beams, if applicable.

Schedule / Project Delivery

A proposed schedule was provided with the RFP that indicates design is estimated to be complete with a permit in the fall of 2024.

Project Team

- Kurt Kindermann, P.E., S.E. (AZ) – Managing Principal
- Lindsey Schultz, S.E. – Office Leader – Project Manager
- James Newhall, P.E., S.E. – Structural Engineer – Project Engineer

Scope of Professional Services

We propose that our basic service activities include the following:

1. Review codes, establish structural design criteria, and assist in structural system selection.
2. Geotechnical - Review of Owner's geotechnical investigation report and implementation of recommendations with regard to their impact on the building structural systems. Compare foundation options, spread footings or drilled piers, and design to best option as agreed upon with the Design Builder.
3. Revit BIM Model - MJB will provide a Revit model for the building that will include the preliminary PEMB frame, and foundation. We have assumed that the PEMB manufacturer will provide preliminary sizes for all of the structural steel, including steel raker beams.
4. All concrete foundation and anchors will be designed and detailed by MJB according to loads provided by the PEMB manufacturer.
5. Prepare Schematic Design drawings with a preliminary structural Revit model for client review and review initial cost estimate.
6. Prepare Construction Documents (structural calculations and plans) suitable for bidding, selection of the sub-contractors, and for obtaining building permits, for concrete/masonry structural engineering scope described above. Review 100% Cost Estimate provided by others.
7. Respond to RFI's and Bidder questions and substitution requests to assist with the bidding process.
8. We understand that a preliminary PEMB supplier will be engaged early in design so that there will be collaboration throughout the design phase to obtain found loads and member size coordination.
9. Text editing or supplying structural portions of the architect's specifications (Divisions 3 through 5 plus the structural engineering sections of Division 31).
10. Provide performance specification for structural deferred submittals including, but not limited to cold-formed metal framing, roll-up door supports, flag pole footings, etc. These design services shall be under the general contractor's responsibility to supply the design and installation of these deferred submittals. Our activities will also include the review of structural calculations and shop drawings prepared by the contractor's supplier.
11. Participation in project team coordination meetings during each design phase.

12. Prepare the scope of the structural special inspections program that will be required by the Chandler Building Official.
13. Review specified structural submittals and shop drawings for components indicated in the MBJ structural documents and the PEMB drawings and calculations for conformance with the design intent.

Scope Assumptions

1. *Geotechnical:* The owner /client will furnish the services of a qualified geotechnical engineer to recommend economical foundation systems for each building. The foundation system has not yet been determined; however drilled pier foundations are common for this location at the design loads anticipated.
2. *Testing / Special Inspections:* we assume that material testing and Special Structural Inspections will be carried out by an independent testing/inspection firm contracted to the owner or Builder. MBJ will review all reports and address any discrepancies with C&S Companies and the Builder.
3. *Construction Administration:* Construction Administration including review of contractor submittals, responding to requests for information and design changes and clarification addendum have been excluded from the scope of this proposal. MBJ would be happy to add such scope when construction starts.
4. *Code:* Our fee proposal is based on using the same edition of the building code, currently the 2021 IBC adopted by the City of Chandler for all phases.
5. *Pre-Engineered Metal Building:* The preliminary PEMB manufacturer will work closely with our MBJ team to provide preliminary foundation loads and member sizes and continue to coordinate foundation loading, foundation connections, MEP equipment loads, and any other coordination required to achieve a fully coordinated PEMB design. To achieve this, we recommend that a PEMB supplier be engaged early in design. MBJ can assist with developing prequalification requirements and scope description to aid in procuring a PEMB partner.
6. *Permit Packages:* The PEMB will be listed as a Deferred Design submittal to facilitate the City's requirement for the bidding process. MBJ will need to review the selected PEMB Supplier's final load and design meets the issued bid requirements. The deferred design submittal will need to be re-issued to the city of chandler to review when the supplier is selected.
7. *Mechanical, Electrical, and Plumbing:* Accurate MEP design and coordination information will be forwarded to us in a timely manner to permit the completion of our documents to meet each phase outlined above. Our fee proposal includes coordination of MEP load requirements with the metal building manufacturer or support within the building on steel framing.
8. *Grid Systems:* Grid systems will align and be consistent with minor changes from the end of the DD

phase through construction. Locking grids and building geometry is a key ingredient to a successful economical building.

9. Landscape Pavements/Structures: We have not included design of structural landscape or site features in our scope. We would be happy to add such items when this scope is better understood if desired.
10. Miscellaneous Structures: We have not included design of miscellaneous site structures like fences, flag pole footings, etc. We would be happy to add such items when this scope is better understood if desired.
11. We anticipate executing a professional services agreement based on the AIA C401 template published by the American Institute of Architects.

Fees

For services outlined above, we propose a fee invoiced every month as a percentage of completion and distributed approximately by phase as follows:

Schematic Design	\$ 6,740.00
Construction Documents	\$ 10,660.00
<u>Bidding Coordination</u>	<u>\$ 3,420.00</u>
Total	\$ 20,820.00

Reimbursable expenses including mileage for site visits. Deliverable printing and plotting charges, and delivery services will be invoiced at 1.0 times our cost. We do not anticipate reimbursables to be required for this project.

MBJ Standard Hourly Rates 2022-2023

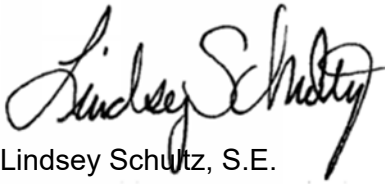
Principal IV	\$270.00	BIM Specialist III	\$135.00
Principal III	\$240.00	BIM Specialist II	\$115.00
Principal II	\$210.00	BIM Specialist I	\$100.00
Principal I	\$195.00	Technical Specialist V	\$175.00
Engineer V	\$195.00	Technical Specialist IV	\$155.00
Engineer IV	\$175.00	Technical Specialist III	\$140.00
Engineer III	\$155.00	Technical Specialist II	\$120.00
Engineer II	\$130.00	Technical Specialist I	\$105.00
Engineer I	\$115.00	Office III	\$150.00
BIM Specialist V	\$160.00	Office II	\$120.00
BIM Specialist IV	\$145.00	Office I	\$80.00

Hourly rates are adjusted periodically but will not exceed 10% annually.

We appreciate the opportunity to prepare this proposal. We are available to begin work on this project immediately. If you have any questions or require additional information, please do not hesitate to contact us.

Very truly yours,

MEYER BORGMAN JOHNSON



Lindsey Schultz, S.E.
Office Leader



Kurt Kindermann, P.E., S.E.
Managing Principal

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A