



PROFESSIONAL SERVICES AGREEMENT

Design Services

TUMBLEWEED RANCH

Project No. CA2301.201

Council Date: August 15, 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 **Weddle Gilmore Architects, PLLC**, an Arizona limited liability company, ("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 **Tumbleweed Ranch** 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 **400** 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 **\$498,360** 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: Rachel Marx, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3354 Email: rachel.marx@chandleraz.gov	
To Consultant:	LEGAL COMPANY NAME: Weddle Gilmore Architects, PLLC	
	Mailing Address:	6916 E. 5 th Avenue, Scottsdale, AZ 85251
	Physical Address:	6916 E. 5 th Avenue, Scottsdale, AZ 85251
	Statutory Agent Name:	Philip Weddle
	Statutory Agent Mailing Address:	6916 E. 5 th Avenue, Scottsdale, AZ 85251
	Statutory Agent Physical Address:	6916 E. 5 th Avenue, Scottsdale, AZ 85251
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Philip Weddle, FAIA
	Title:	Principal Architect
	Phone:	480-517-5055
	Email:	pweddle@weddlegilmore.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.18 Compliance with Federal Laws. Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

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

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

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit City from awarding an Agreement to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of Agreement award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

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

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

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

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

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

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E - Subconsultant Documents with Consultant (if applicable)

Exhibit F - Federal Requirements (if applicable)

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

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

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

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

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

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

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

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

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

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

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

"CITY" CITY OF CHANDLER

"CONSULTANT"

WEDDLE GILMORE ARCHITECTS, PLLC



July 8, 2024

MAYOR

Signature

Date

RECOMMENDED BY:

Philip Weddle

Print Name



Principal Architect

Daniel Haskins, P.E.
CIP City Engineer

Title

pweddle@weddlegilmore.com

APPROVED AS TO FORM:

Signer Email Address



City Attorney



ATTEST:

City Clerk

Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE



**EXHIBIT “A”
SCOPE OF SERVICES / SCHEDULE**

DESIGN CONSULTANT PROPOSAL – THE RANCH AT TUMBLEWEED PARK

Weddle Gilmore Architects PLLC
July 3, 2024

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

- 1.1 Consultant will provide services for the design, permitting, and the development of construction documents for the development of The Ranch at Tumbleweed Park located at 2205 S. McQueen Road, Chandler, Arizona, all as more specifically described herein below.
- 1.2 The facilities for The Ranch at Tumbleweed Park is planned to have a multi-phased improvement plan to create a vibrant cultural destination that supports daily activity for Chandler residents as well as special events. The project phasing and zones are defined in the Master Plan for The Ranch at Tumbleweed Park. The proposed improvements included in this Scope of Work includes the following phases of work:
 - **Phase 1 – Overall General Site Improvements:** Phase 1 improvements includes mass grading for the entire 19-acre site as well as a tree master plan to create shady activity zones and provide opportunities to interpret Chandler’s fruit crop history. Additionally, the water irrigation infrastructure will be upgraded to support tree health and future phases of improvements.
 - **Phase 2 – Full Improvements Zones B, C, and D:** Phase 2 improvements will include final design and construction of the following site zones.
 - **Zone B – The Water Promenade**
 - Approximately 16,000 sf of sitework, hardscape, & landscape improvements.
 - Entry gateway structure along Pioneer Parkway as well as a shady promenade that welcomes visitors to The Ranch.
 - Interpretive water feature that may include public art piece that represents a dredge that created the water infrastructure and the ever-important canals that deliver water.
 - Interpretive features focused on the history of water in Chandler.
 - Service Yard that will provide support spaces for the ongoing operations and maintenance of The Ranch. The service yard will also house existing well & pump equipment.
 - **Zone C – The Historic Farmhouses**
 - Approximately 40,000 sf of sitework, hardscape, & landscape improvements.
 - Limited renovation & restoration of the two historic farmhouses. Restoration will evaluate options for accessibility improvements, public access, enhanced interpretation, and potential office space for operations staff.
 - New grape arbor shade structure that links the pedestrian circulation.
 - **Zone D – The Twin Barns**
 - Approximately 110,000 sf of sitework, hardscape, & landscape improvements.
 - Entry gateway structure adjacent to existing parking that welcomes visitors to The Ranch.



- Relocation and renovation of the Red Shed Theater to support educational programs and small events.
- Approximately 9,600 sf Twin Barns provides covered outdoor program space for a range of daily activities and special events. Additionally, the Twin Barns will include 1,500 sf of conditioned support space including restrooms, technology, storage, and other support functions.

1.3 The project design, construction, furnishing and equipping budget is as follows:

• Phase 1 & 2 – Design Consultant Services	\$498,360
• Phase 1 – Total Project Budget	\$1,560,000
• Phase 2 – Total Project Budget	\$5,710,000

All design, construction and furnishing of the project will be completed within this budget.

1.4 Consultant will provide all design services for the Project including, but not limited to, normal architecture, landscape architecture, civil, structural, mechanical, and electrical engineering services.

2. ASSIGNMENT:

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

3. PROJECT SCHEDULE:

3.1 Consultant must perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference.

3.2 Consultant must adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of City. Consultant must revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. Consultant must take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist Consultant.

4. QUALITY CONTROL:

4.1 Consultant must institute and comply with the Design Quality Control Plan attached hereto and made a part hereof by reference.

4.2 As a part of the project, the design Consultant will develop a quality control plan for the entire construction phase. This Quality Control Plan will establish what elements should and must be seen by each consultant during construction. Identify what is in the project, which will be required to have a IBC “special inspection” by the design engineer.

5. PRELIMINARY RESEARCH:

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

- a. Perform a Document Search for utility as-builts.
- b. Perform a Document search for rights-of-way.



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

6 UTILITY/AGENCY COORDINATION:

- 6.1 Coordination with utility companies and agencies must be in accordance with the latest version of the "Public Improvement Project Guide" (PIPG).
- 6.2 Consultant must identify utility conflicts during the initial stages of the design process.
- 6.3 Consultant must coordinate the design and installation of the utilities, which includes, but is not limited to, services for electric, communications, water, storm drainage, irrigation and sanitary systems, etc.
- 6.4 Easements for these utilities must 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.
- 6.5 Engineers employed by Consultant must provide the legal descriptions for the natural gas and electrical service easements.
- 6.6 Consultant must 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.
- 6.7 Consultant must conduct utility meetings to coordinate relocations with utility/agency and establish relocation schedules.
- 6.8 Consultant must follow-up with the final design submittal for utility construction and coordination with the bid documents.
- 6.9 Consultant must incorporate the utility/agency private developer construction requirements into the bid documents.

7 GEOTECHNICAL INVESTIGATION:

- 7.1 Consultant must perform all soil and pavement borings necessary to complete their work.
- 7.2 Sub-surface soil conditions, established by the geotechnical investigations, must be incorporated into the bid documents in a manner usable to the excavation and foundation bidding and construction.



8 PROGRAMMING & SCHEMATIC DESIGN (30% Document Review):

- 8.1 It is assumed that the Program will be based on the implementation of the approved Master Plan concept. Consultant must meet with City staff to confirm the requirements of the Project and will arrive at a mutual understanding of such requirements.
- 8.2 Consultant must prepare a “Program” which will include:
 - a. Establish construction budget
 - b. Complete documentation of site survey from preliminary work
 - c. Define new buildings space needs
 - d. Define new building space requirements and amenities necessary to accommodate planned activities in each space
 - e. Define site requirements
 - f. Create a matrix of spaces, sizes and amenities
- 8.3 Based on the mutually agreed-upon program, schedule and construction budget requirements, Consultant must prepare, for approval by City, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of the Project components.
- 8.4 When the design is approximately thirty percent complete, Consultant must do the following:
 - a. Schematic Design will be based on the implementation of the approved Master Plan concept.
 - b. Present initial schemes to City and its representatives (to potentially include a contractor). Staff will collaborate with designers to manipulate the plans and mutually decide on the best scheme.
 - c. The final scheme must incorporate City’s comments (and potentially a contractors’ comments) and be cleaned up for reference and presentation to City Council if requested.
 - d. Prepare vertical sections across the site and through the building.
 - e. Prepare single line elevation drawing(s) and a perspective sketch of the exterior.
 - f. Complete a drainage analysis and provide solutions to mitigate the runoff.
 - g. Identify all necessary offsite improvements such as: streets, utilities, irrigation, etc., and depict the scope in a schematic design plan.
 - h. Submit the project to City for a Development Standards review.
 - i. Prepare a construction cost estimate for verification with the budget and re-design as necessary to re-align the design with the construction budget.
- 8.5 Consultant design review meetings with the City includes the following:
 - a. Attend a City Council meeting and brief City Council, which will include preparing exhibits, rendering(s), computer graphic “fly-around”, displaying and explaining such exhibits etc., to City Council and public while documenting meeting information exchange.
 - b. Attend any other City Board meeting and brief the Board, which will include preparing exhibits, renderings, computer graphic “fly-around”, displaying and explaining such exhibits, etc., to Board members while documenting meeting information exchange.

9 DESIGN DEVELOPMENT (60% Document Review):

- 9.1 Based on the approved Schematic Design Documents and any adjustments authorized by City in the program, schedule or construction budget, Consultant must 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, Consultant must do the following:



- a. Allow and invite the Owner's Representative to attend the regular bi-weekly design coordination meetings.
 - b. Develop a site plan. Design must utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans.
 - c. Collaborate with City to define their requirements for building systems.
 - d. Create an outline specification.
 - e. Prepare plans, elevations, sections, schedules and notes as required to fix and describe the project as to civil, architectural, structural, mechanical, electrical, and special systems.
 - f. Perform code reviews and implement requirements into the design documents.
 - g. Consultant is required to review and complete the City's Constructability Review Checklist. All applicable checklist items are required to be incorporated in the design documents.
 - h. 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.
 - i. Conduct a full document set (plans & specs) review in the presence of all consultants and City's representatives and any other stakeholders.
 - j. Submit once to City's Project Manager for comment two complete drawing sets, specifications, drainage calculations, one of which will be reproducible. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.
- 9.2 Prepare a construction cost estimate for verification with the budget. Re-design as necessary to re-align the design with the construction budget.
- 9.3 Consultant review & coordination meetings with the City includes the following:
- a. Present a second briefing to Board that will include preparing exhibits, renderings, computer graphic "fly-around", briefing Board members while documenting meeting information exchange.
 - b. Schedule review meeting with plan check staff to discuss review comments. Clarify with the plan check staff what the design challenges are and decide the method in which they will be resolved.

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

- 10.1 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, Consultant must prepare, for approval by City, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. When the design is approximately ninety percent (90%) complete and again when the design is one hundred percent (100%) complete, Consultant must do the following:
- a. Prepare plans, elevations, sections, schedules, notes and specifications as required to be able to bid and construct the project in its entirety.
 - b. Cover sheet to be provided electronically by City.
 - c. Provide City of Chandler with a copy of the AutoCAD files. Each building system must be "layered" so as to be able to isolate trades or engineering from architectural components or vice versa.
 - d. Provide document coordination of work performed by separate contractors or by City's own forces (i.e.: systems furniture or exercise equipment provisions & installation, etc.).
 - e. Prepare bid alternates as necessary to assure budget can be met.
- 10.2 Prepare a construction cost estimate for verification with the budget. Re-design as necessary



- to re-align the design with the construction budget.
- 10.3 Conduct a full document set (plans & Specs) review in the presence of all consultants and City's representatives.
- 10.4 Submit to City's Project Manager for comment two complete drawing sets, specifications, final drainage report, drainage & structural calculations, one of which will be reproducible. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.

11 BID & AWARD (100% Documents):

- 11.1 Submit bid documents to Development Services for building permit. All plans, calculations and specifications will be stamped. The specifications will be 8-1/2" x 11" format and PDF's via electronic submittal. Plans will be black line prints and PDF's via electronic submittal. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.
- 11.2 Pick-up plan review final comments and prepare stamped Mylar documents for reproduction. City will have the bid sets reproduced from these Mylar's.
- 11.3 Assist City in the preparation of the Bid Form.
- 11.4 Attend and participate at the pre-bid conference for the purpose of answering technical questions from potential bidders.
- 11.5 Assist City in the evaluation of "substitutions and or-equals" and make a recommendation to accept or decline.
- 11.6 Prepare addenda for review and approval by City. City will distribute.
- 11.7 If bids are 10% over or under the "engineers estimate", Consultant will be required to provide a detailed evaluation explaining differences. Then the documents will be modified and re-bid at no additional cost to City.

12 PERIOD OF SERVICE (MILESTONES):

- 12.1 Following receipt of a "Notice to Proceed" with the design work, Consultant must complete the design and have all documents ready for bidding within 400 calendar days of the date indicated on the Notice to Proceed. Notice to Proceed is assumed to be August 15, 2024. Below are the benchmark goals for each phase of work:
- Phase 1
 - Schematic Design (30%) 11/20/2024
 - Design Development (60%) 02/05/2025
 - Construction Documents (90%) 05/14/2025
 - Construction Documents (100%) 08/13/2025
 - Bid 09/10/2025
 - Phase 2
 - Schematic Design (30%) 11/20/2024
 - Design Development (60%) 02/05/2025
 - Construction Documents (90%) 05/14/2025
 - Construction Documents (100%) 08/13/2025
 - Bid 09/10/2025
- 12.2 Consultant must 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 Consultant, the completion date may be extended as mutually agreed upon by City and Consultant.

13 CONSULTANT SERVICES & ALLOWANCES:

- 13.1 Provide Consultant Services required for the project including the following:
 - a. Civil Engineering
 - b. Landscape Architecture
 - c. Structural Engineering
 - d. Mechanical Engineering
 - e. Electrical Engineering
- 13.2 Provide Allowance for Printing Expenses in the amount of \$7,500 to be reimbursed at Direct Cost.
- 13.3 Provide an Allowance for Cost Estimating Services in the amount of \$15,000.
- 13.4 Provide an Owner's Allowance in the amount of \$10,000. Owner's Allowance may only be used with prior authorization from the City.

EXHIBIT "B"
COMPENSATION AND FEES

EXHIBIT "B-1"
Lump Sum Cost Per Task

<u>TASK DESCRIPTION</u>		<u>SUBTOTAL</u>
Task 1.0 Project Description & Scope of Construction		
Task 2.0 Assignment		
Task 3.0 Project Schedule		\$ 1,010
3.2	Production Schedule	\$ 1,010
Task 4.0 Quality Control		\$ 1,010
4.2	Quality Control Plan	\$ 1,010
Task 5.0 Preliminary Research		\$ 12,720
5.1	Perform Document Search and Research	\$ 1,010
5.2	Investigate Existing Conditions	\$ 1,010
5.3	Survey	\$ 10,700
Task 6.0 Utility/Agency Coordination		\$ -
6.1	Coordination with Utilities (PIPG) (Included in Tasks 8.0, 9.0, & 10.0)	\$ -
6.2	Identify Utility Conflicts (Included in Tasks 8.0, 9.0, & 10.0)	\$ -
6.3-9	Coordination Design of Utilities (Included in Tasks 8.0, 9.0, & 10.0)	\$ -
Task 7.0 Geotechnical Investigation		\$ 5,100
7.1	Soil and Pavement Borings	\$ 5,100
Task 8.0 Programming & Schematic Design (30%)		\$ 63,760
8.2	Program Confirmation	\$ 2,480
8.4	Prepare 30% SD & ROM Cost Estimate	\$ 58,800
8.5	CofC Review/Meeting/Site Visit	\$ 2,480
Task 9.0 Design Development (60%)		\$ 76,600.00
9.1	Prepare 60% Plans & Outline Specs	\$ 69,400
9.2	Coordinate 60% Cost Estimate	\$ 2,840
9.3	60% CofC Review/Meeting/Site Visit	\$ 4,360
Task 10.0 Construction Documents (90% & 100%)		\$ 109,980.00
10.1	Prepare 90% Plans & Draft Tech Specs	\$ 69,400
10.2	Coordinate 90% Cost Estimate	\$ 2,840
10.3	90% CofC Review/Meeting/Site Visit	\$ 4,360
10.1	Prepare 100% Plans & Final Tech Specs	\$ 25,300
10.4	100% Deliverables, Plan Review & Permit	\$ 5,240
10.2	100% Engineer's Cost Estimate	\$ 2,840
Task 11.0 Bid & Award		\$ 9,380
11.1-7	Bidding Assistance	\$ 9,380
Task 13.0 Consultant Services & Allowances		\$ 218,800
13.1.a	Civil Engineering	\$ 84,300
13.1.b	Landscape Architecture	\$ 45,000
13.1.c	Structural Engineering	\$ 25,000
13.1.d	Mechanical Engineering	\$ 9,500
13.1.e	Electrical Engineering	\$ 22,500
13.2	Allowance for Printing Expenses at Direct Cost	\$ 7,500
13.3	Allowance for Cost Estimating Services	\$ 15,000
13.4	Owner's Allowance	\$ 10,000
TOTAL COST:		\$ 498,360

EXHIBIT "B-2"
Hours and Rates

		Principal Architect Philip Weddle	Project Manager Jeff DeHaven	Project Architect	Designer II P. Perdomo	Designer I	Admin	< PROJECT ROLE	
		\$ 205	\$ 150	\$ 130	\$ 115	\$ 105	\$ 85	< HOURLY RATES	
TASK DESCRIPTION								TOTAL HOURS PER TASK	
Task 1.0 Project Description & Scope of Construction									
Task 2.0 Assignment									
Task 3.0 Project Schedule		2	4	0	0	0	0	6	
3.2	Production Schedule	2	4						
Task 4.0 Quality Control		2	4	0	0	0	0	6	
4.2	Quality Control Plan	2	4						
Task 5.0 Preliminary Research		4	8	0	0	0	0	12	
5.1	Perform Document Search and Research	2	4						
5.2	Investigate Existing Conditions	2	4						
5.3	Survey								
Task 6.0 Utility/Agency Coordination		0	0	0	0	0	0	0	
6.1	Coordination with Utilities (PIPG)								
6.2	Identify Utility Conflicts								
6.3-9	Coordination Design of Utilities								
Task 7.0 Geotechnical Investigation		0	0	0	0	0	0	0	
7.1	Soil and Pavement Borings								
Task 8.0 Programming & Schematic Design (30%)		88	176	0	168	0	0	432	
8.2	Program Confirmation	4	8		4				
8.4	Prepare 30% SD & ROM Cost Estimate	80	160		160				
8.5	CofC Review/Meeting/Site Visit	4	8		4				
Task 9.0 Design Development (60%)		96	220	0	208	0	0	524	
9.1	Prepare 60% Plans & Outline Specs	80	200		200				
9.2	Coordinate 60% Cost Estimate	8	8						
9.3	60% CofC Review/Meeting/Site Visit	8	12		8				
Task 10.0 Construction Documents (90% & 100%)		132	332	0	288	0	0	752	
10.1	Prepare 90% Plans & Draft Tech Specs	80	200		200				
10.2	Coordinate 90% Cost Estimate	8	8						
10.3	90% CofC Review/Meeting/Site Visit	8	12		8				
10.1	Prepare 100% Plans & Final Tech Specs	20	80		80				
10.4	100% Deliverables, Plan Review & Permit	8	24						
10.2	100% Engineer's Cost Estimate	8	8						
Task 11.0 Bid & Award		12	40	0	8	0	0	60	
11.1-7	Bid & Award	12	40		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.

Connection of Existing Fire Protection System. Consultant must provide City of Chandler Fire Marshall a copy of the 30% and 90% design documents for review. The cover letter to the Fire Marshall must request a review for all building fire protection connections to existing, new, or replaced water lines. When water lines of any size are included in the scope of work Consultant is responsible for obtaining information on all existing fire protection systems which could potentially be connected to the water line in the scope of work, and is responsible for the connection, reconnection, and identification of the fire protection system.

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.

May 14, 2024

Phillip Weddle
Weddle Gilmore Architects
6916 E 5th Avenue
Scottsdale, AZ 85251
480-517-5055
pweddle@weddgilmore.com

Reference: Tumbleweed Ranch
City of Chandler
Proposal for Professional Surveying and Engineering Consulting Services
Huitt-Zollars Proposal No. R317418.01

Dear Phillip:

Huitt-Zollars, Inc. (Huitt-Zollars/HZI) appreciates the opportunity to provide this proposal for professional surveying and engineering consulting services to Weddle Gilmore Architects (Client/Weddle Gilmore) on the revitalized Tumbleweed Ranch located at the northwest corner of East Ryan Road & South McQueen Road within Tumbleweed Park in Chandler, Arizona (Project/Site). Our proposal is based upon the scope of services, compensation, schedule, terms and conditions and attachments contained herein.

The below scope is based on the Master Plan for The Ranch at Tumbleweed Park - Phasing Plan provided by Weddle Gilmore on April 18th depicting Phases 1 & 2 (Phasing Plan). The Phasing Plan identifies the scope of work contained within each phase. The Site is approximately 19 acres with existing irrigation canals, historic structures, open space, and a designated planting area. Phase 1 includes mass grading for future proposed amenities, and Phase 2 includes: gateway & headwaters, the farmhouse, twin barns with picnic & event lawn, and red shed theater. Significant revisions to the site plan may require additional scope and budget that is not included in this proposal. If additional services are required a separate scope and fee will be provided to the CLIENT for review and approval.

Specifically, we understand that we will provide the following:

I. SCOPE OF SERVICES:

1.0 Survey Services

1.1 Topographic Survey: HZI will perform a topographic survey of the project area based on municipal horizontal and vertical datums for the purpose of creating a comprehensive, design level Existing Conditions Map. This includes:

- Location and elevation of existing site improvements within 25' feet of the property line, including existing adjoining roadway top of curb, and perimeter walls.
- Location and elevation of all existing above ground utilities, including invert elevations of sewer manholes, storm drain manholes and structures.
- Ground surface data at no more than 50' intervals.
- Existing tree locations
- Right-of-way or property monumentation along adjacent major roadways

- HZI will contact the local municipality and utility providers for all available site utility data and construction as-built data.

Once completed, this information will be compiled to create an existing ground surface which will be shown with 1' contours.

1.2 Document Search: Huitt-Zollars shall perform document search for:

- Utility as-builts
- Rights-of-way
- Identify easements as provided by City/CLIENT supplied title report, or as available on public websites
- Survey ties and benchmarks
- City policies, regulations, standards, design manuals, and requirements, etc. relevant to project.

1.3 Survey Base Map: HZI will utilize design topographic data collected for the site and surrounding area. At a minimum, the following data will be obtained, and will result in the preparation of a comprehensive design level topographic survey base map, including a three-dimensional existing condition ground surface.

- Location and elevation of existing surface utilities and improvements on site and within 25' feet of the property line. Roadway topography and locations will have an overlap of 100'.
- Obtain locations and other vertical information (inverts, pipe size and type - to the extent possible) of existing utilities within the project area (sanitary, water, storm).
- Contact the local municipality and utility providers for all available site utility data and construction as-built data and incorporate all relevant data that is obtained.

2.0 Schematic Design – 30% Package

2.1 Utility/Agency Coordination: The following shall be performed by HZI for “wet” utilities:

- Identify wet utility conflicts
- Coordinate design and installation for water, sewer, and irrigation
- HZI will attend meetings, as requested, to consult on “wet” utility coordination. This effort includes up to eight (8) hours of time, including travel if needed.

2.2 Conceptual Grading, Drainage and Utility Plan: Prepare a conceptual grading, drainage, and utility plan for the proposed project site. Utilities services for water, sewer, and drainage are anticipated, however main extensions are not included. Preparation of a conceptual plan for the City selected conceptual site plan is included. If additional site plan schemes are required after conceptual design has commenced, and revisions to the design are required, then a separate scope and fee will be provided to the CLIENT for review and approval.

2.3 Engineer’s Opinion of Probable Cost: HZI will develop a preliminary cost opinion based on the civil improvements shown for the schematic design.

3.0 Design Development – 60% Package

- 3.1 Phase 1 – Mass Grade Plans:** Huitt-Zollars shall prepare a mass grade plan for the extents shown in the CLIENT provided Phasing Plan. In order to prepare the plan, the City and CLIENT shall provide an approved site plan to commence grading design. One iteration based on the selected site plan will be produced during the Design Development Phase. Any changes to the site plan after design has been initiated may result in an additional service.
- 3.2 Phase 2 - On-site Improvement Plans:** Prepare 60% Package Phase 2 Construction Documents for grading, drainage and utility design. Utilities include water, sewer, and fire line services to facilities. It is assumed that the public mains within the park or provided within the right-of-way are sufficient to serve the Site and no main extensions are anticipated. The scope of irrigation design is undefined at this time and therefore is not included. The Improvement Plans will be based on the area depicted within Phase 2 on the Phasing Plan. If additional area or improvements are added to Phase 2, then a separate scope and fee will be provided to the CLIENT for review and approval.
- 3.3 Preliminary Drainage Study and Report:** Prepare a preliminary on-site drainage study and report for the proposed on-site drainage. The report will include pre- and post-development preliminary hydrologic analysis for the 100-year event. A preliminary basin sizing analysis for on-site retention will also be provided. Half-street drainage from Anvil Drive and Ryan Road is anticipated. Off-site regional drainage analysis is not included and, if required, a separate scope and fee will be provided to the CLIENT for review and approval.

4.0 Construction Documents – 90% Package

- 4.1 Phase 1 – Mass Grade Plans:** Huitt-Zollars shall further develop the 60% Mass Grade Plans developed in the Design Development Phase. A Storm Water Pollution Prevention Plan (SWPPP) will be developed for the overall mass grading of the Project. City comments will be addressed and incorporated into the plan set.
- 4.2 Phase 2 - On-site Improvement Plans:** Phase 2 Construction Documents for grading, drainage and utility design will be further developed based on the documents developed during the Design Development Phase. A Storm Water Pollution Prevention Plan (SWPPP) will be developed for the Phase 2 portion of the Project. City comments will be addressed and incorporated into the plan set.
- 4.3 Phase 2 – Final Drainage Report:** Huitt-Zollars will utilize the Preliminary Drainage Report for a final study for this project, along with City comments, and in accordance with current City/County design criteria, regulations and policies. An on-site drainage analysis will be conducted inclusive of proposed on-site storm collection for this phase. The basis of design, including a detailed outline and summary of results associated with the drainage analysis and retention computations will be provided within the report. It is anticipated that no offsite flows impact the site therefore no offsite drainage analysis is included. If required, this can be provided for additional scope and fee.

5.0 Construction Documents – 100% Package

- 5.1 Phase 1 – Mass Grade Plans:** The Mass Grade Plans and SWPPP will be finalized incorporating final City comments from the 90% Construction Documents Phase. Final City comments will be incorporated into the final bid set.
- 5.2 Phase 2 - On-site Improvement Plans:** Phase 2 Construction Documents and SWPPP will be finalized incorporating the 90% City comments from the previous phase of work. These plans will be the final bid set.
- 5.3 Phase 2 – Final Drainage Report:** Huitt-Zollars complete the Final Drainage Report in the previous stage by incorporating City comments for on-site drainage analysis. The Final Drainage Report will be submitted with the construction document plan submittal.

II. DELIVERABLES:

A digital PDF copy of the above listed plans, maps and reports will be provided to the CLIENT and team members for their use on the project. Hard copies of the plans, maps and reports will be provided at the CLIENTS request and charged as a reimbursable item.

III. COMPENSATION:

The services to be provided for this Project include two types of work. The first is work which has a clearly defined scope and for which a Lump Sum (LS) fee can be developed and agreed upon and billed monthly on a percentage complete basis.

The second is work elements associated with reimbursable expenses. Since the level of effort for these scope elements are not easily defined, the fee for these services has been established with an estimated budget and will be billed monthly on a Time and Materials (T&M) basis with a 10% markup for consultants.

1.0	Survey Services.....	\$10,700(LS)
2.0	Schematic Design – 30% Package	\$23,000(LS)
3.0	Design Development – 60% Package.....	\$26,000(LS)
4.0	Construction Documents – 90% Package.....	\$27,200(LS)
5.0	Construction Documents – 100% Package.....	\$9,600(LS)
Total for All Above Services:		\$96,500(LS)

6.0 Reimbursable Expenses

Reimbursable expenses are estimated at \$3,000 which includes deliveries, mileage, fire flow testing, reproduction of bidding and construction documents, etc. Expenses shall be compensated based upon the attached Hourly Rate Sheet. If additional budget is required a separate scope and fee will be submitted to the CLIENT for review and approval.

Total Estimated Budget\$99,500

IV. EXCLUDED SERVICES:

Excluded Scope Items include, but are not limited to the following:

1. Regional drainage analysis, floodplain or channel modeling Agency fees (to be paid for by developer/Client)
2. Irrigation design
3. Fire mains or Water modeling
4. Sanitary sewer lift station or pump station of any kind
5. Construction services
6. Dry utility coordination
7. Environmental studies/reports
8. FEMA flood plain mapping/LOMR/CLOMR
9. Geotechnical studies and/or reports
10. Legal descriptions and easement documents
11. Noise Study
12. Record of survey preparation and processing
13. Retaining/Decorative wall plans and structural calculations.
14. Separate specification documents
15. Specific Plan Preparation
16. Topographic mapping other than specified
17. Traffic Study/Analysis/Signal plan preparation
18. 404 determination, delineation, or permitting
19. Any other work tasks not specifically set forth in Section I - Scope of Services.

V. CLIENT PROVIDED ITEMS:

Client shall provide Huitt-Zollars with the following:

1. Signed Contract
2. Access to project site
3. Agency fees (as applicable)
4. Architectural site plan
5. Current geotechnical report
6. Plumbing plan for proposed building services

VI. SCHEDULE:

Following receipt of your notice to proceed and a signed contract we anticipate requiring approximately 25 to 30 working days to commence topographic survey.

Once the topographic survey data is collected, the survey base map will be prepared within four (4) weeks and provided to the CLIENT in order for the architect to reconcile the site plan and provide a preliminary site plan to be used for preparation of the entitlement drawings.

Upon your authorization to proceed Design Development, we anticipate requiring approximately 8 to 12 weeks to prepare the 60% Plans. For the following Construction Document Phases, we anticipate 6-8 weeks to prepare 90% Plans, and four (4) weeks to finalize the Final 100% Plan set. If additional City comments are received after plan revisions have commenced, the schedule may be adjusted to accommodate.

It is anticipated that we will take the lead in processing the civil engineering construction documents through the City for review and approval.

VII. TERMS AND CONDITIONS

The following are the Terms and Conditions that will apply to this Agreement between Huitt-Zollars, Inc. (HZI) and Weddle Gilmore Architects (Client):

1. AUTHORIZATION FOR WORK TO PROCEED

Signing of this Letter Agreement for services shall be authorization by the Client for HZI to proceed with the work. This Agreement represents the entire understanding of Client and HZI as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be amended, modified or altered except in writing, signed by the Parties. This Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it.

2. OPINION OF PROBABLE CONSTRUCTION COSTS

It is recognized that neither HZI nor its Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, HZI cannot and does not warrant or represent that bids or negotiated prices to construct the part of the project for which it has provided services will not vary from the Client's budget for the Project or from an estimate of the Cost of the Work or evaluation prepared or agreed to by HZI.

3. STANDARD OF CARE

Services performed by HZI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality, at the same time and under similar conditions (the "Standard of Care"). HZI shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. HZI shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.

4. TIME OF PERFORMANCE

Consultant shall perform its services to meet the schedule as expeditiously as is consistent with the exercise of professional skill and care and the orderly progress of the Project

5. TAXES

All taxes due for services rendered, including but not limited to gross receipts tax, sales tax, etc., required to be paid will be billed to the Client in addition to fees.

6. BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay HUITT-ZOLLARS for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by HUITT-ZOLLARS on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify HUITT-ZOLLARS in writing within ten (10) calendar days of receipt of the invoice in question, but will pay, when due, that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of one-and-one-half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by HUITT-ZOLLARS more than thirty (30) calendar days from date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount.

If CLIENT, for any reason, fails to pay an invoice or the undisputed portion of a HUITT-ZOLLARS invoice within sixty (60) calendar days of invoice date, HUITT-ZOLLARS will notify the CLIENT by registered mail that HUITT-ZOLLARS shall cease work on the project in ten (10) calendar days if the invoice in question is not paid. In this case, the CLIENT shall waive any claim against HUITT-ZOLLARS, and shall defend and indemnify HUITT-ZOLLARS from and against any claims for injury or loss stemming from HUITT-ZOLLARS' cessation of service. CLIENT shall also pay HUITT-ZOLLARS the cost associated with premature project demobilization. In the event the project is remobilized, CLIENT shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

In the event any invoice or portion thereof is disputed by CLIENT, CLIENT shall notify HUITT-ZOLLARS within ten (10) calendar days of receipt of the bill in question, and CLIENT and HUITT-ZOLLARS shall work together to resolve the matter within forty-five (45) days of its being called to HUITT-ZOLLARS' attention. If resolution of the matter is not attained within forty-five (45) calendar days, either party may terminate this AGREEMENT.

7. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor HZI, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and HZI shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project. This mutual waiver shall survive termination or completion of this Contract.

8. TERMINATION/SUSPENSION

If the Client fails to make payments to HZI in accordance with this Agreement, such failure shall be considered substantial breach and cause for termination or, at HZI's option, cause for suspension of performance of services under this Agreement. If HZI elects to suspend services, HZI shall give seven days' written notice to the Client before suspending services. In the event of a termination of this Agreement or suspension of services, HZI shall have no liability to the Client or any third party for delay or damage caused by or related in any way to the Client because of such suspension of services. Before resuming services, the Client shall pay HZI all sums due prior to suspension, interest at 1.5% per month and any expenses incurred in the

interruption and resumption of HZI's services. HZI's fees for the remaining services and the time schedules shall be equitably adjusted.

If the Client suspends the Project, HZI shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, HZI shall be compensated for expenses incurred in the interruption and resumption of HZI's services. HZI's fees for the remaining services and the time schedules shall be equitably adjusted. If the Client suspends the Project for more than 90 cumulative days for reasons other than the fault of HZI, HZI may terminate this Agreement by giving not less than seven days' written notice.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

9. ADDITIONAL SERVICES

Any services beyond those specified herein will be provided for separately under a mutually agreed upon written authorization from the Client including the additional Scope of Services, Additional Fees and revised Schedule.

10. GOVERNING LAW AND JURISDICTION

The laws of the State where the Project is located will govern the validity of this Agreement. Any action or proceeding arising from or pertaining to this Agreement shall be brought in a state or federal court of that State and in the county in which the Project is located. The parties shall not challenge the law to be applied, the venue or jurisdiction so long as such action or proceeding is brought in accordance and compliance with this Article 10.

11. HAZARDOUS MATERIALS--SUSPENSION OF SERVICES

Both parties acknowledge that HZI's scope of services does not include any services related to the discovery of or presence of any hazardous or toxic materials. In the event HZI or any other party encounters any hazardous or toxic materials, or should it become known to HZI that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of HZI's services, HZI may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

12. CONSTRUCTION OBSERVATION

If Construction Phase Services are part of this Agreement, HZI shall visit the site at intervals agreed to in writing by the Client and HZI in order to observe the progress and quality of the portion of the Work that is the subject of this Agreement completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow HZI to become generally familiar with the Work in progress and to determine, in general, if the portion of the Work that is the subject of this Agreement is proceeding in accordance with the Contract Documents. Based on these general observations, HZI shall keep the Client informed about the progress of the Work and shall endeavor to guard the Client against deficiencies in the Work.

If the Client desires more extensive project observation or fulltime project representation, the Client shall request that such services be provided by HZI as Additional Services in

accordance with the terms of this Agreement. Whether periodic, more extensive or full-time project representation is provided, HZI shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. HZI shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. HZI does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations

13. JOBSITE SAFETY

Neither the HZI activities of HZI, nor the presence of HZI or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. HZI and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor.

The Client also agrees that the Client, HZI and HZI's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance. The Client shall furnish to HZI certificates of insurance from the General Contractor evidencing the required coverage specified above. The certificates shall include a provision that HZI shall receive thirty (30) days minimum written notification in the event of cancellation, non-renewal or material change of coverage. Proof of such insurance in the form of a standard Accord certificate shall be sent to the Client and HZI prior to the General Contractor commencement of construction.

14. RIGHT TO RELY ON CLIENT-PROVIDED INFORMATION

Client shall be responsible for, and HZI may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by or on behalf of Client or any of its other consultants to HZI. HZI may use such requirements, programs, instructions, reports, data, plans and information in performing or furnishing services under this Agreement. Any increased costs incurred by HZI due to changes in or the incorrectness of information provided by or on behalf of the Client or any of its other consultants shall be compensable to HZI as Additional Services.

15. COPYRIGHTS AND LICENSES

Prior to HZI providing to the Client any Instruments of Service in electronic form or the Client providing to HZI any electronic data for incorporation into the Instruments of Service, the Client and HZI shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

HZI grants to the Client a nonexclusive revocable license to use HZI's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 6. HZI shall obtain similar nonexclusive temporary licenses from HZI's subconsultants consistent with this Agreement. The license granted under this section permits the Client to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Client's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service subject to any protocols established solely and exclusively for use in performing services or construction for the Project.

In the event the Client uses the Instruments of Service for another project and without retaining the authors of the Instruments of Service, the Client releases HZI and HZI's consultant(s) from all claims and causes of action arising from such uses. The Client, to the extent permitted by law, further agrees to indemnify and hold harmless HZI and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Client's use of the Instruments of Service under this Section. The terms of this Section shall not apply if the Client rightfully terminates this Agreement for cause under Section 8.

Except for the licenses granted in this Article, no other license or right shall be deemed granted or implied under this Agreement. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to HZI and HZI's subconsultants.

16. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and HZI, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by HZI as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

18. INSURANCE

HZI shall maintain the following insurance until termination of this Agreement EXCEPT HZI Liability as defined below:

- Commercial General Liability with policy limits of One Million Dollars (\$1,000,000) for each occurrence and Two Million (\$2,000,000) in the aggregate for bodily injury and property damage.
- Automobile Liability covering vehicles owned, and non-owned vehicles used by HZI with a policy limit of One Million Dollars (1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership,

maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

- Workers' Compensation at statutory limits.
- Professional Liability covering negligent acts, errors and omissions in the performance of HZI services with a limit of One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate. HZI shall maintain this professional liability insurance during the term of this Agreement and, if reasonably commercially available, for three (3) years after the Date of Substantial Completion of the construction of the portion of the Work which is the subject of this Agreement.
- **Additional Insured Obligations.** To the fullest extent permitted by law, HZI shall cause the policies for Commercial General Liability and Automobile Liability to include the Client as an additional insured for claims caused in whole or in part by HZI negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Client's insurance policies and shall apply to both ongoing and completed operations.
- If requested, HZI shall provide certificates of insurance to the Client that evidence compliance with the requirements in this Section 17.

19. COMPLIANCE WITH LAWS

HZI shall exercise the reasonable standard of care to comply with requirements of all applicable codes, regulations, and current written interpretation thereof published and in force and effect prior to the issuance of the applicable construction permit. In the event of changes in such codes, regulations or interpretations during the course of the Project that were not and could not have been reasonably anticipated by HZI and which result in a substantive change to the construction documents, HZI shall not be held responsible for the resulting additional costs, fees or time, and shall be entitled to reasonable additional compensation for the time and expense of responding to such changes.

20. DISPUTE RESOLUTION

If any claim or dispute cannot be resolved between the Project Managers for the parties, or through negotiations between the chosen executives of each of the parties, then the parties shall attempt to resolve the dispute through non-binding mediation which shall be administered by the American Arbitration Association in accordance with the Construction Industry Mediation Procedures in effect on the date of this Agreement. The non-binding mediation process is agreed to be a condition precedent to the right of either party to initiate litigation as a means of resolving any dispute under this Agreement.

The costs and expenses of the Mediator shall be shared equally by the parties. If the matter has not been resolved utilizing the processes set forth above and the parties are unwilling to accept the non-binding decision of the Mediator, either or both parties may elect to pursue resolution through litigation. **IT IS FURTHER AGREED THAT ANY LEGAL ACTION BETWEEN THE CLIENT AND HZI ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN THE COURTS OF THE STATE AND COUNTY WHERE THE PROJECT IS LOCATED WITHOUT A JURY.**

21. CONFIDENTIALITY

HZI recognizes Client's interests in its confidential financial, programming, operational, and strategic information. Accordingly, Client will designate documents or transmittals of such information as confidential or proprietary and HZI shall segregate and not disclose such documents or transmittals or the specific content therein to any third parties except only as authorized by Client, required by law, for public health or safety, or after the information otherwise becomes publicly available through other sources.

22. USE OF SUBCONSULTANTS

HZI may employ such consultants, engineers, or other subcontractors (collectively, "Subconsultants") as it deems necessary or advisable in the performance of its obligations hereunder; provided HZI must obtain Client's prior written consent to the use of each Subconsultant, which consent shall not be unreasonably withheld. HZI will require each Subconsultant to be bound to HZI by the terms of this Agreement to the same extent that HZI is bound to Client.

23. THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or HZI. HZI's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against HZI because of this Agreement or the performance or nonperformance of services hereunder. The Client and HZI agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

24. AUTHORITY TO EXECUTE THIS AGREEMENT:

In executing this Agreement, HZI and Client each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate authority to execute this Agreement, and perform the Services described herein.

25. COUNTERPARTS, ELECTRONIC SIGNATURES

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file or the like, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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26. LIMITATION OF LIABILITY—

TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY, IN THE AGGREGATE, OF HZI AND ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT, AND ANYONE CLAIMING THROUGH OR UNDER CLIENT, FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATING TO THIS PROJECT OR AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO TORT (INCLUDING NEGLIGENCE AND HZI ERRORS AND OMISSIONS), STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY HZI.

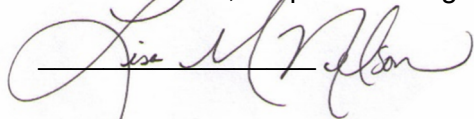
VIII. AUTHORIZATION:

Should this proposal meet with your approval and acceptance, please sign and return to our office by e-mail to lnelson@huitt-zollars.com. We will schedule the above services as soon as we receive your authorization. If you have any questions about any aspect of this proposal, please do not hesitate to give us a call.

Sincerely,

HUITT-ZOLLARS, INC.

Lisa M. Nelson, P.E.
Vice President, Proposal Manager



Mark Gavin, P.E., R.L.S.
Vice President, PIC



Accepted and Approved for
Weddle Gilmore Architects

(Signature)

(Name)

(Title)

(Date)

Attachment A

Hourly Rate Schedule



PHOENIX
2024
HOURLY RATE SHEET

Engineering

Principal	\$285.00
QA Manager	\$250.00
Sr. Project Manager	\$240.00
Project Manager	\$215.00
Sr. Civil Engineer	\$195.00
Civil Engineer	\$170.00
Sr. Structural Engineer	\$195.00
Structural Engineer	\$170.00
EIT	\$140.00
Sr. Designer	\$185.00
Designer	\$140.00
Sr. CADD Technician	\$125.00
CADD Technician	\$85.00

Construction

Construction Manager	\$140.00
Construction Observer	\$125.00
Resident Project Representative	\$115.00
Sr. Project Representative	\$150.00

Survey

Survey Manager	\$230.00
Sr. Project Surveyor	\$175.00
Project Surveyor	\$130.00
Sr. Survey Technician	\$140.00
Survey Technician	\$120.00

Survey Crews

1-Person Survey Crew	\$110.00
2-Person Survey Crew	\$170.00
3-Person Survey Crew	\$210.00

Administrative

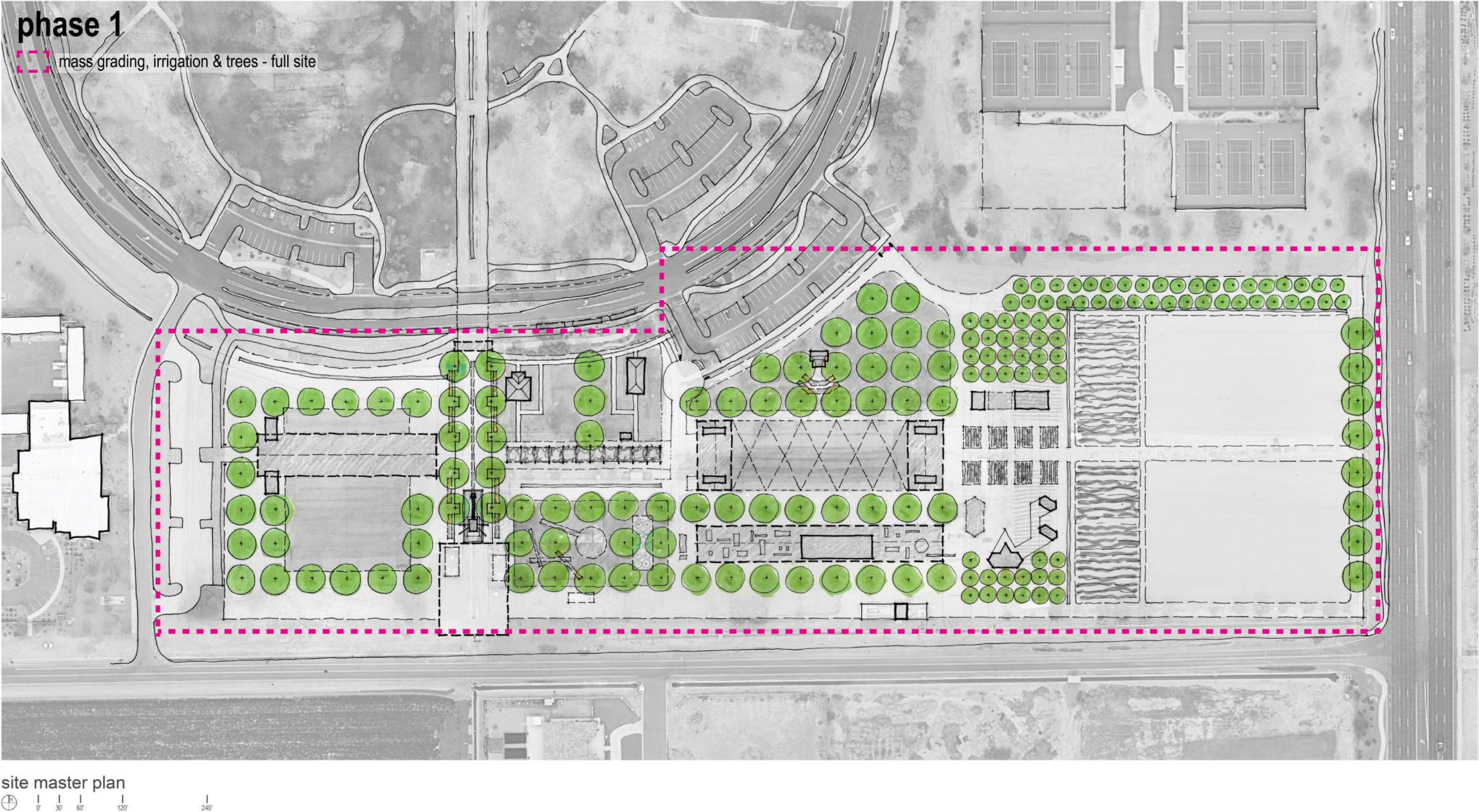
Sr. Project Support	\$110.00
Project Support	\$100.00

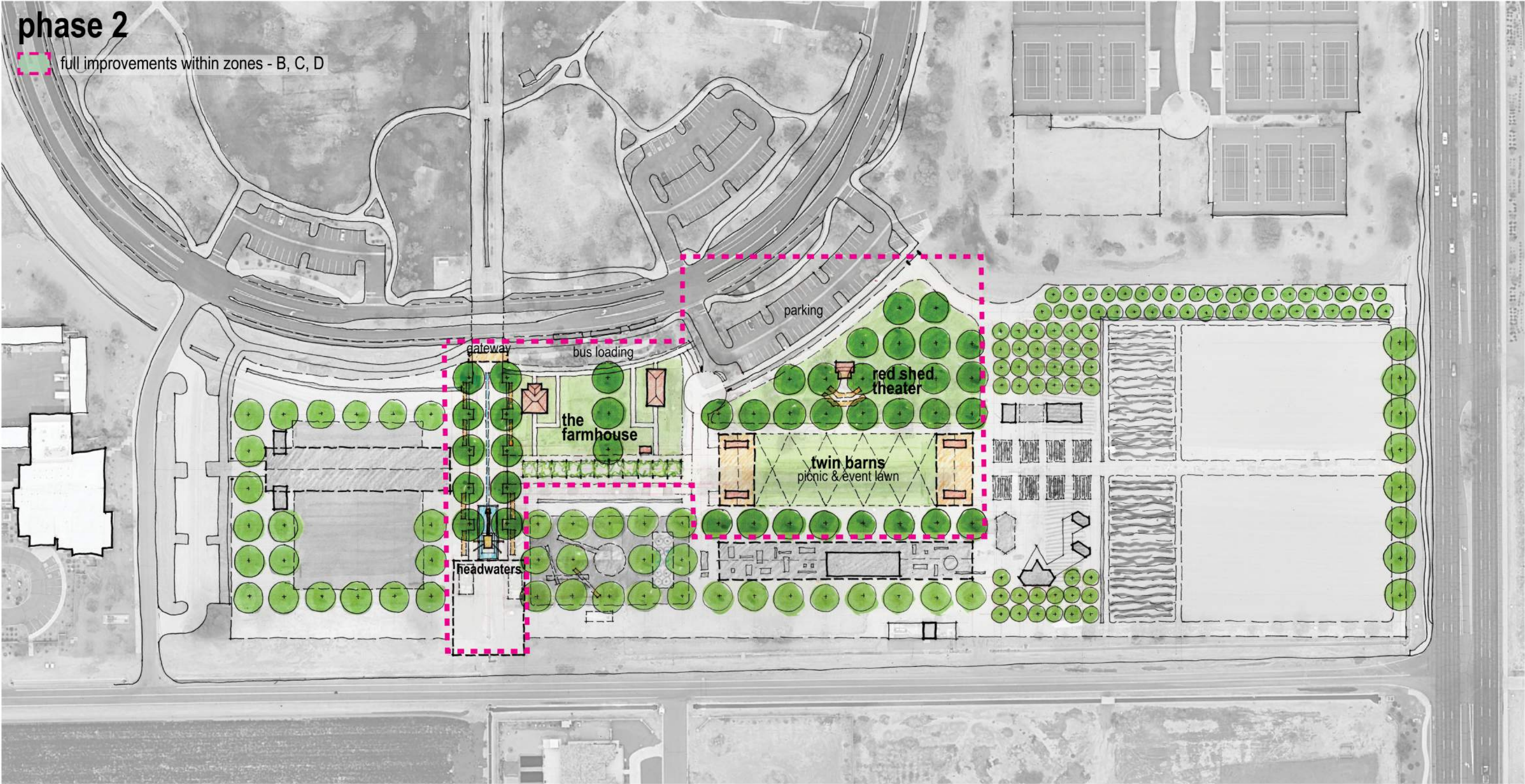
Reimbursable Expenses

Outside Services	Cost + 10%
Outside Consultants	Cost + 10%
Mileage	Standard Business Mileage Rate

Attachment B

Phasing Plan





COLWELL SHELOR LANDSCAPE ARCHITECTURE

4450 NORTH 12TH STREET, SUITE 104
PHOENIX, ARIZONA 85014

May 1, 2024

Philip Weddle, FAIA
Weddle Gilmore Architects
6916 East Fifth Avenue
Scottsdale, Arizona 85251

Re: Landscape Architectural Design Services for The Ranch at Tumbleweed Park, Chandler, Arizona

Dear Philip,

COLWELL SHELOR is pleased to present this proposal for Landscape Architectural design services for the project referenced above. Thank you for considering our firm for the project. Based on your email dated 04.15.24 and the previous scope description, our role as the Landscape Architects for the project will include services as outlined in this proposal.

PROJECT UNDERSTANDING

The project is located in the City of Chandler, at the northwest corner of McQueen and Ryan roads. The existing site will become an event space accommodating a play area, farmer's markets, wedding venue, etc.... The project will be broken out into (2) Phases 1 & 2, SD-CD.

PROJECT ASSUMPTIONS

- The Client will lead the design and construction permitting process with support from the Landscape Architect.
- Utilities and connections will be provided by the Client's MEP and civil engineering consultants.
- Grading, horizontal control, and drainage plans are not part of this scope of services. However, the Landscape Architect will coordinate with the civil, structural and MEP engineers responsible for the preparation of the grading and drainage plans for the ground level and site.
- The project drawings will be produced in AutoCAD "DWG" format.
- Updated topographic boundary surveys and geotechnical reports will be provided by the Client.
- Hardscape design will be a collaboration with the WG and will be detailed by WG.

SCOPE OF SERVICES:

TASK 1: SCHEMATIC DESIGN PHASE SERVICES

COLWELL SHELOR will establish the landscape design character of the project. We anticipate information gathering sessions to discuss the design intent/ideas with the team, obtain project budget and schedule information, and will visit the site to take photos and observe its existing qualities and surrounding context. This task is limited to the boundaries described in the Project Understanding section and the Project Assumptions section of this proposal.

1.1 Site Inventory / Data Collection / Site Analysis

- Site Visit and photo inventory/landscape inventory of any remaining vegetation.
- Review applicable ordinances, design stipulations and guidelines for the project area within the city.

1.2 Conceptual/Schematic Design, including.

- Hardscape and planting character.
- Parking improvements, entry plaza/ramps/stairs, and pedestrian walkways
- Streetscape

1.3 Coordination with Design Team

1.4 Meetings: The Landscape Architect will attend up the following meetings in-person or via teleconference as required.

- (1) Project Kick-off Meeting
- (2) Internal Design Team meetings for coordination and development of the design
- (1) Concept/Schematic Design Presentation to Owner

1.5 Deliverables:

- Tree Inventory Plan.
- Schematic Design Package including design concepts and imagery.
- One (1) preliminary-level black and white hardscape plan for internal review and submittal to City.
- Planting palette.

TASK 2: DESIGN DEVELOPMENT PHASE SERVICES

From the approved Schematic Design Documents, COLWELL SHELOR shall prepare Design Development Documents in AutoCAD format, from base files provided by others, to illustrate the scope of the project to a Design Development level of detail, identify jurisdictional permitting process and submittal requirements as it relates to the landscape. This task includes those services necessary to prepare landscape architectural drawings for Design Review to City. The Landscape Architect will advance the approved SD drawings to a Design Development level of detail. This task will consist of the following:

2.1 Design Development landscape design

1. DD level Planting Design: Landscape Architect will develop planting plans, incorporating feedback from the Design Team. The planting plans shall include a detailed layout of proposed plantings with a plant list identifying species, quantities, size, and notes.
2. DD level Irrigation Design: Landscape Architect Consultant will develop preliminary irrigation plans. The irrigation plans for the overall site will include POC, mainline routing and controller locations.
3. Salvage Plan

2.2 Coordination with other consultants

2.3 Landscape Lighting collaboration – provide feedback on fixtures and intended landscape lighting intent - photometrics, specifications and fixture selection by others.

2.4 Review of Probable Cost prepared by Others.

2.5 Meetings: The Landscape Architect will attend up to the following number of meetings in-person or via teleconference as required.

- (2) Internal Design Team meetings for coordination and development of the design
- (1) Design Development Presentation to Owner.

2.6 Deliverables:

- Preliminary Planting Plan and Details
- Preliminary Irrigation Design and Details
- Outline Landscape and Irrigation Specifications
- Required Design Development Submittal to City of Scottsdale

TASK 3: CONSTRUCTION DOCUMENTS PHASE SERVICES

From the approved Design Development Documents, COLWELL SHELOR shall prepare Construction Documents, including drawings and specifications describing in detail the requirements for construction and permitting of the landscape design. Drawings shall be prepared in AutoCAD format.

3.1 Construction Documentation of hardscape and landscape design, which include the following deliverables:

- Landscape Construction Plans and Details: Landscape Architect will develop a final landscape plan. The landscape plans will include a detailed layout of proposed plantings with a plant list, identifying species, quantities, and sizes. Planting details will be provided on the plans.
- Irrigation Construction Plans: Landscape Architect will develop irrigation plans and details to include areas outlined in the Project Understanding above, within the property lines and over-structure decks. The irrigation construction plans will include the following:
 - Calculation of irrigation system requirements; Irrigation mainline and sub-mainline sizing with recommended routing.
 - Coordinate with project's civil engineer and MEP, showing the location of irrigation sleeves and mainline routing, as applicable.
 - Master central control evaluation and recommendation, including analysis of system operation. A conceptual irrigation operation schedule for the project will be included.
 - Irrigation controller locations with power supply drop locations (electrical design and permitting for controllers will be provided by the Contractor), as necessary.
 - Irrigation plans will include detailed zones and head/emitter layout only.
 - Material legend of components, ancillary notes, calculations, and labels required to develop an irrigation system.

3.2 Review of Probable Cost provided by others.

3.3 Coordination with other sub-consultants

3.4 Meetings: As part of this Task, the Landscape Architect will attend up to three (3) meetings in Phoenix Metro-Valley with the Client, Client's design team and/or governmental agencies.

3.5 Contract Documents Deliverables:

- 24" x 36" signed and sealed contract documents and specifications for landscape scope as defined in this proposal.
- Required Landscape Submittal for Permit to City of Scottsdale, incorporate comments and resubmit.

EXCLUSIONS:

- Boundary/Topographic survey of the site
- Renderings
- LEED calculations and documents
- The project drawings will be produced in AutoCAD "dwg" (2-D) format. The scope of services does not include the development of a 3-D Building Information Model (BIM).
- ADA compliant pedestrian routing and compliance is by Civil. It is intended the design shall meet ADA Accessibility Guidelines
- Archaeological or historical evaluations or studies
- Specifications for sections outside of landscape scope
- Permit applications fees, impact fees, lobbyist fees and plan review fees.
- All required geotechnical reports and recommendations.
- Significant revisions to the plans following the Client's approval of the design development phase plans.
- Services required by additional governmental regulations, which may put into effect after the date of this agreement.
- Water Feature design and engineering.
- Structural, electrical, or plumbing engineering that may be required for landscape scope. The Landscape Architect will submit drawings to the engineers for engineering calculations and information required and will pick up any redlines provided by the engineers. The engineers will co-seal relevant details.

TERMS AND CONDITIONS:

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to the following Terms and Conditions. The term, "Client" refers to Weddle Gilmore, "Owner" refers to "City of Scottsdale" and "Landscape Architect" refers to Colwell Shelor.

Pre-existing Conditions: This Agreement pertains to the design of specific improvements and modifications to certain building or site components that are described in the Scope of Work. The Landscape Architect has not executed and has not been commissioned to execute a survey of pre-existing conditions and therefore, the Landscape Architect shall not be held responsible or liable for the improvement of and/or discovery of existing site conditions which are faulty or inoperative. In addition to the foregoing, the Landscape Architect shall have no responsibility or liability for any existing non-conforming or substandard conditions on the site which may be set forth in any agreements, reports or understandings which are not expressly set forth herein.

Termination: Either the Client or Landscape Architect may terminate this Agreement upon seven days' written notice. If terminated, the Client agrees to pay the Landscape Architect and all sub consultants for all basic and additional services rendered and all reimbursable expenses incurred up to the date of termination. Upon not less than seven days' written notice, the Landscape Architect may suspend the performance of its services if the Client fails to pay the Landscape Architect in full for services rendered or expenses incurred. The Landscape Architect shall have no liability because of such suspension or services or termination due to nonpayment.

Unauthorized Changes: In the event anyone other than the Landscape Architect consents to, allows, authorizes or approves of changes to any plans, specifications or other Construction Documents, and these changes are not approved in writing by the Landscape Architect, it shall be recognized that such changes thereof are not the responsibility of the Landscape Architect. Therefore, the Landscape Architect shall be released from any liability arising from the construction, uses or result of such changes.

Limitation of Liability: To the maximum extent permissible by law, the Architect agrees to limit the Landscape Architect's liability for the Owner's damages to the sum of the Landscape Architect's fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Mediation: Parties will attempt to resolve any disputes arising out of the performance of this contract by participating in mediation, each party sharing equally in the costs of the mediation. No litigation shall be commenced prior to the completion of the mediation process. The mediation process shall commence by one party notifying the other party of the dispute and demanding mediation. The party commencing mediation shall provide a list of three proposed mediators. The other party may strike one of the names without cause. At least four hours of mediation with a neutral third-party mediator is required. Mediation must be commenced within 90 days of the initial notification of mediation.

Use and Ownership of Documents: It shall be acknowledged that the design professional's plans and specifications are the instruments of professional services and shall remain the property of the Landscape Architect. Reproducible copies may be retained by involved parties for information and reference in connection with this specific project only.

Information Provided by Client: The Landscape Architect shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by the Landscape Architect during the project, including but not limited to the following:

- Boundary/Topographic survey of the site including the right of way fronting the site prepared by a Professional Land Surveyor retained by the Client. The survey shall be provided in both electronic (AutoCAD) and as hardcopies, signed and sealed by a professional land surveyor. The survey shall include all surface structure, utility structures with inverts, landscape, and hardscape features.
- Scaled Drawing of architectural site plan in relation to property boundaries, provided in AutoCAD "dwg" computer file format and hard copy.
- Access to the site
- All required geotechnical reports and recommendations.

SCHEDULE:

During the course of the project, anticipated and unanticipated events may impact the project schedule. We will provide our services in an expeditious and orderly manner to meet the written schedule mutually agreed to by the Client and the Landscape Architect for the various elements of the Project.

FEES AND EXPENSES:

The Landscape Architect will perform the services in Tasks 1-4 for the fees below, broken out as requested. Optional Services are also broken out. All permitting, application and similar project fees will be paid directly by the Client.

TASK 1	SCHEMATIC DESIGN PHASE SERVICES:	\$11,250
TASK 2	DESIGN DEVELOPMENT PHASE SERVICES	\$13,500
TASK 3	CONSTRUCTION DOCUMENTS PHASE SERVICES	\$20,250
TOTAL LUMP SUM:		\$45,000

ANTICIPATED REIMBURSABLE ALLOWANCE: \$ 500

SCHEDULE OF HOURLY RATES:

Principal/Landscape Architect:	\$200.00
Project Landscape Architect:	\$175.00
Project Manager:	\$150.00
Designer:	\$110.00
Technical:	\$ 95.00
Administrative:	\$ 75.00

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute two copies of this Agreement in the spaces below, retain one copy, and return the other to us. We will commence services only after we have received a fully executed agreement. Fees and times stated in the Agreement are valid for sixty (60) days after the date of this letter.

Respectfully submitted,



Michele Shelor, ASLA
Principal
COLWELL SHELOR, LLC

Proposal Accepted and Authorization to Proceed

By: _____ Date: _____
Philp Weddle or Authorized Representative



**PROPOSAL
FOR
STRUCTURAL ENGINEERING SERVICES**

PROPOSAL

This Proposal has been made this 26th day of April, 2024:

BETWEEN the Structural Engineer: **BAKKUM NOELKE ENGINEERS**
2525 E. Arizona Biltmore Circle, Suite D240
Phoenix, Arizona 85016

and the CLIENT: **WEDDLE GILMORE ARCHITECTS**
6916 East Fifth Avenue
Scottsdale, Arizona 85251
Attn: Philip Weddle, FAIA

For the following project: The Ranch at Tumbleweed Park
Chandler, Arizona

Proposal No. 24-200

SCOPE OF SERVICES: Provide engineering, AutoCAD drafting services and Construction Administration for the design of multiple structures at The Ranch at Tumbleweed Park. Project criteria are as follow:

- Zone B – The Water Promenade
 - Entry gateway structure along Pioneer Parkway. (An overhead gateway structure at the entry.)
 - Service Yard (A fenced yard with some overhead shade structures.)
- Zone C – The Historic Farmhouses
 - New grape arbor shade structure
 - New ramp structures to access existing farmhouses.
- Zone D – The Twin Barns
 - Structural construction documents for two 9,600 sf barns. Assuming the barns are identical or nearly identical. Structural framing to be a custom steel pole barn. 1,500 sf of conditioned space is under the pole barn.

BASIS OF COMPENSATION

FOR BASIC SERVICES, as described, our fee will be as follows:

- Construction Documents \$25,000.00

FOR ADDITIONAL SERVICES OF THE CONSULTANT, not included in Basic Services our fee will be based on time expended and charges at our Standard Hourly Rates.

HOURLY RATES

Principal	\$200/hr.
Structural Designer	\$140/hr.
Structural Observer	\$90/hr.
Draftsperson/CAD	\$75/hr.
Clerical	\$55/hr.

REIMBURSABLE EXPENSES will be charged at Cost x 1.15 for the expenses incurred by the Engineer, Engineer's employees and subconsultants on behalf of this project which include airfare, rental car, hotel and mileage. Plotting and printing charges for owner's and architects use will be charged at the rate of: Plotting \$2.00/sheet and Blueline \$1.00/sheet if plotted in-house, or the pass thru cost if drawings are plotted and printed at an agreed upon printing company.

PAYMENT PROVISIONS. Invoices will be paid within 30 days after receipt of payment by the Owner. Modifications to our invoices will be charged on an hourly basis. If client requires a Purchase Order number on our invoice, it must be provided along with this signed Proposal. If a Purchase Order is not provided, we are not responsible for its presentation on our invoices.

☐ Client requests use of this P.O. Number on all invoices regarding this job. P.O.#

OTHER CONDITIONS OR SERVICES

Bakkum-Noelke Engineers will strive to meet all schedules with as complete a set of drawings as possible. However, we can only be as complete as the information provided to us on a timely basis. Therefore, the project should carry a minimum 3% contingency for potential coordination and value-added items. Bakkum-Noelke Engineers liability is limited to the amount of our fee. It is recommended that the site and building construction document packages not be issued for bids or final bids taken until municipal plan check first review comments, Owner's comments and Architect's quality assurance review comments have been incorporated into the construction documents. If documents are bid prior to this phase, owner assumes risks for change order costs.

If someone other than above named client is to be invoiced for any portion of this Proposal it must be noted here.

☐ Client requests additional invoice be sent to: (name) _____, at
(address) _____ for
(service) _____ (amount) \$ _____.

The client shall furnish BAKKUM-NOELKE ENGINEERS with one complete set of contract documents.

ACCEPTED FOR:
BAKKUM NOELKE ENGINEERS



Greg Bakkum, P.E., S.E.
Principal

ACCEPTED FOR:
WEDDLE GILMORE ARCHITECTS

BY: _____

TITLE: _____

DATE: _____

**** Note: Work will not begin until this Proposal is signed and received by Bakkum-Noelke Engineers.**

April 30, 2024

Philip Weddle, FAIA
Weddle Gilmore Architects
Via Email: pweddle@weddlegilmore.com

**RE: Proposal for Geotechnical Investigation
The Ranch at Tumbleweed Park
NWC McQueen Road & Ryan Road
Chandler, AZ
Proposal No. 87840 S**

Mr. Weddle:

Speedie & Associates are pleased to provide our cost proposal to conduct a soil investigation at the above referenced site that will satisfy site development, pavement and foundation design requirements. All work on this project will be carried out under the overall supervision of a registered Professional Engineer in the state of Arizona.

We understand that construction will consist of a improvements to the existing park. The improvements will consist of two barns totaling 9,600 square feet and a relocated red shed theater along with several minor structures. The barns will be steel frame/masonry construction with slab on grade. Structural loads are expected to be light to moderate and no special considerations regarding settlement tolerances are known at this time. Adjacent areas will be landscaped.

We will drill and sample sufficient test borings to adequately determine subsoil conditions and provide samples for laboratory testing. Sufficient laboratory tests will be conducted to properly classify the soils encountered and provide data for engineering design. We presently anticipate drilling three (3) structural borings to depths of 15 to 20 feet below existing ground surface, or refusal, whichever comes first. Access to the site by conventional truck-mounted drilling equipment is assumed to be free and unencumbered.

We will mark the proposed boring locations in the field with the locations to be approved by the client and owner. Speedie & Associates will take reasonable precautions to avoid damage to subterranean structures, pipelines and utilities including notifying AZ811 (Blue Stake) and subcontracting a private utility locator to locate privately owned traceable underground utilities. **The client (and owner) agree Speedie & Associates is not responsible for any damages to underground structures, pipelines and utilities that are not traceable, not called to our attention and/or correctly shown on the plans furnished to Speedie & Associates.**

We will analyze the data obtained from field and laboratory testing and prepare a report presenting all data obtained, together with our conclusions and recommendations regarding:

1. Design data, allowable bearing pressure and depth, for shallow spread footings.
2. Alternate foundation systems and design data, if indicated by soil conditions.
3. Settlement estimate for each foundation system considered.

4. Lateral pressures on temporary and permanent retaining and foundation walls.
5. Seismic Site Classification based on borings and published ground motion data.
6. Groundwater conditions, if any, to the depths which will influence design and/or construction of the proposed development.
7. Swell potential of in-situ and compacted soils and recommendations for control if highly expansive.
8. Un-paved roadway design to provide economy and adequate service.
9. Suitability of site soils for use as compacted fill and preferred earthwork methods, including clearing, stripping, excavation and construction of engineered fill.
10. Local excavation and trenching conditions and stability considerations.

Charges for our services have been determined on the basis of our standard Fee and Rate Schedule, a copy of which is attached and made a part hereof for any additional design work requested. We propose to provide the design services set forth herein for the following **lump sum amount**, which includes all testing, engineering, reimbursable expenses and an electronic pdf format file of the report emailed upon completion. Should we be informed that hard copies of the report are needed, there will be an additional charge of \$50.00 per report.

Geotechnical Investigation with Report \$ 5,100.00

We have the staff available to begin work immediately upon notice to proceed. About 10 working days are required to mark, obtain utility clearances and begin auger borings. Fieldwork for auger borings should take one day (weather & access permitting) and lab testing about 3 weeks. The complete report will be issued within 10 days of lab testing completion. **This schedule is subject to change depending on the workload when Notice to Proceed is received.** As always, we stand ready to make reasonable adjustments to this schedule to meet our clients' needs.

We appreciate the opportunity to submit this proposal for your consideration. If the terms set forth are satisfactory, please sign the attached copy and return it for our records.

Respectfully submitted,
SPEEDIE & ASSOCIATES



Kenneth M. Euge II
Geotech Field Manager

APPROVED AND ACCEPTED
For: Weddle Gilmore Architects

By: _____

(Printed Name & Position)

(Signature)

(Date)

ENGINEERING SERVICES
2024 Fee and Rate Schedule

Fees for services will be based upon the time worked on the project at the following rates:

Title	Rate Per Hour
Principal	\$ 180.00
Project Manager	140.00
Sr. Geologist/Engineer	140.00
Special Inspector (Architectural)	120.00
Project Engineer/Geologist	120.00
Environmental Specialist	100.00
Special Inspector (Structural/Geotechnical)	100.00
Staff Engineer/Geologist	100.00
Sr. Engineering Technician	80.00
Draftsman	75.00
Materials Testing Technician	70.00
Clerical/Administrative	60.00

REIMBURSABLE EXPENSES

Light Truck Mileage Rate: \$0.50 per mile

The following items are reimbursable to the extent of actual expenses plus 25%:

1. Transportation, lodging and subsistence for out of town travel
2. Special mailings and shipping charges
3. Special materials and equipment unique to the project
4. Duplication or reprinting/copying reports

TEST BORINGS AND FIELD INVESTIGATIONS

On projects requiring test borings, test pits, or other explorations, the services of reputable contractors to perform such work shall be obtained.

SUBCONTRACTORS/SUBCONSULTANTS CHARGES

Any charges for subcontractors/subconsultants are subject to a 25% handling fee if invoiced by Speedie & Associates or such charges can be directly paid by the CLIENT.

SPECIAL RATES

The following rates may be subject to a 35% increase:

- Overtime – time over 8 hours per weekday and on Saturday
- Sunday and Holidays
- Rush orders

MINIMUM CHARGES

A three hour minimum is charged for field testing and inspection services.

EXPERT WITNESS

Deposition and testimony; 4-hour minimum, \$250.00 per hour.

The following Terms and Conditions are included and hereto made a part of this agreement.

TERMS AND CONDITIONS

1. STANDARD OF CARE

In performing our professional engineering services, Speedie & Associates, LLC (S&A) will use the degree of care and skill ordinarily exercised by members of our profession currently practicing in the same locality under similar conditions. No warranty, expressed or implied, is made or intended by our proposal for consulting services, our contract, oral or written reports, or services.

2. SCOPE OF SERVICES

2.1 “ON-CALL” SERVICES

Unless otherwise agreed by both parties in writing, all construction materials testing will be performed on an “on-call” basis. Both parties agree that test results for “on-call” testing, where the CLIENT does not request S&A’s continuous construction and field observation, will be based only on the representative sample or limited location tested.

2.2 CONSTRUCTION/FIELD OBSERVATION OR REMEDIATION OBSERVATION

If the CLIENT desires more extensive or full-time project observation to help reduce the risk of problems arising during construction, the CLIENT shall request such services as “Additional Services” in accordance with the terms of this agreement. Should the CLIENT for any reason choose not to have S&A provide construction or field observation during the implementation of S&A’s specifications or recommendations, or should the CLIENT unduly restrict S&A’s assignment of observation personnel, CLIENT shall, to the fullest extent permitted by law, waive any claim against S&A, and indemnify, defend, and hold S&A harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans or specifications developed by S&A. CLIENT also shall compensate S&A for any time spent or expenses incurred by S&A in defense of any such claim. Such compensation shall be based upon S&A’s prevailing fee and rate schedule.

3. OWNERSHIP OF DOCUMENTS

All reports, plans, specifications, field data, notes and other documents prepared by S&A shall remain the property of S&A. Any reuse of such documents for other purposes must be with the written consent of S&A.

4. SAFETY

While on a CLIENT’S jobsite, S&A’s personnel have no authority to exercise any control over any construction contractor, any other entity, or their employees in connection with their work, health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the CLIENT’S agreement with the General Contractor. The CLIENT may be charged for additional work for interruption, downtime required, or safety measures required by hazardous job conditions.

5. INSURANCE

Upon request, S&A will furnish certificates of insurance for Workers Compensation, General and Auto insurance, and Professional Errors or Omissions insurance. S&A is not responsible for damage of any cause beyond the coverage of its insurance.

6. INDEMNIFICATION

6.1 ENVIRONMENTAL SERVICES

It is understood and agreed that should the CLIENT hire S&A in matters involving the actual or potential presence of hazardous substances, the CLIENT will indemnify S&A, and its employees and representatives, from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, its employees or representatives. S&A will indemnify the CLIENT from and against claims that are solely the result of negligent acts or omissions on the part of S&A, its employees or representatives.

6.2 NON-ENVIRONMENTAL SERVICES

Both parties agree that S&A's scope of services will not include asbestos, hazardous or toxic materials. Should it become known in any way that such materials may be present at the jobsite or adjacent area that may affect the performance of S&A's services, S&A may suspend its services without any liability until the CLIENT retains appropriate consultation to identify, abate, and/or remove the asbestos, hazardous or toxic materials and warrants that the jobsite is in compliance with applicable laws and regulations. The CLIENT will indemnify S&A and his employees and representatives from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, his employees and representatives. S&A shall indemnify the CLIENT from and against claims, which are solely the result of negligent acts or omissions on the part of S&A, its employees and representatives.

7. LIMITS OF LIABILITY

The CLIENT agrees that S&A shall not be liable for losses caused by or arising from any acts of the CLIENT, his employees or subcontractors. Should any of S&A's employees be found to have been negligent in the performance of professional services rendered, the CLIENT agrees that the maximum aggregate amount of S&A's liability shall be limited to \$50,000.00 or the amount of the fee paid to S&A for professional services, whichever amount is greater.

8. WAIVER OF LIMITATION OF PROFESSIONAL LIABILITY

In the event the CLIENT is unwilling or unable to limit liability in accordance with the paragraph above, then CLIENT shall agree to pay S&A a sum equivalent to an additional 20% of the total fee to be charged for the professional services. Said sum is to be called "Waiver of Limitation of Liability Charge." This charge will in no way be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved in performing the work up to the limit of proceeds available from S&A's professional insurance coverage.

9. SAMPLE DISPOSAL

9.1 NON-HAZARDOUS SAMPLES

Test samples are substantially altered during testing and are disposed of immediately upon completion of tests. Drilling samples are disposed of thirty (30) days after submission of our report. If requested in writing, samples can be held after thirty (30) days for an additional storage fee, or returned to the CLIENT.

9.2 HAZARDOUS SAMPLES

If toxic or hazardous substances are involved, S&A will return such samples to the CLIENT. Or using a manifest signed by the CLIENT, S&A will have such samples transported to a location selected by the CLIENT for final disposal. The CLIENT agrees to pay all costs for storage, transport and disposal of samples. The CLIENT recognizes and agrees that S&A is acting as a bailee and at no time assumes title to samples involving hazardous or toxic materials.

10. PAYMENT

Progress invoices will be submitted to the CLIENT monthly with a final billing at completion of services. Invoices are due and payable upon receipt. The CLIENT agrees to pay a finance charge of 1.5 % per month on all past due accounts over thirty (30) days. The CLIENT'S obligation to pay for all work contracted is in no way dependent upon the CLIENT'S ability to obtain financing, zoning approval, or the CLIENT'S successful completion of the project. S&A reserves the right to suspend work under its agreement if the CLIENT fails to pay invoices as due. The CLIENT agrees to pay all costs for collection of payment, including attorney's fees.

11. LITIGATION

In the event of litigation between parties to this agreement, if S&A is the prevailing party, S&A shall be entitled to recover all related costs, expenses, and reasonable attorney fees.



CONSULTING ENGINEERS
MECHANICAL ▼ PLUMBING

**ASSOCIATED MECHANICAL
ENGINEERS, PLC.**

1121 W. Warner Road, Suite 107
Tempe, Arizona 85284

April 25, 2024

Philip Weddle
Weddle Gilmore Architects
6916 E 5th Avenue
Scottsdale, AZ 85251

RE: City of Chandler – The Ranch at Tumbleweed Park
AME Proposal No. 24-037

Dear Phil:

Associated Mechanical Engineers, PLC is pleased to submit this proposal to provide consulting engineering services for the project referenced above. Following is the list of services we propose to provide under the terms and conditions of this contract:

MECHANICAL

- Complete, print ready, construction documents in AutoCAD format for the HVAC systems including systems and controls.
- Cooling and heating load calculations.
- Complete specifications in CSI format.
- Shop drawing review.
- All plan check corrections required to obtain permit.
- IECC calculations and documentation for the mechanical and plumbing systems required for the project.

PLUMBING

- Complete, print ready, construction documents in AutoCAD format for the plumbing systems to connect to five feet outside the building.
- Deliverables concurrent with mechanical.
- Complete specifications in CSI format.
- Meetings concurrent with mechanical.

GENERAL SCOPE OF WORK

- Specifications shall be included on plans or in 8-1/2" x 11" CSI format.
- Background documents in AutoCAD format provided by Architect and/or his sub-consultants.

- Basic project scope includes:
 - The Water Promenade: A water feature and service yard to house existing well and pump equipment.-no MP scope anticipated.
 - The Historic Farmhouses: Renovation and restoration of two historic farmhouses that have been relocated to the property. One house will have HVAC added. No plumbing is anticipated.
 - The Twin Barns: Relocation and renovation of the Red Shed Theater, possibly including a pedestal drinking fountain (no mechanical scope expected for the theater). The barns will include 1,500 sf of conditioned support space including public restrooms, technology, storage, and other support functions.-MP scope anticipated for the 1,500 sf support space only.

COMPENSATION

Associated Mechanical Engineers, PLC shall provide the aforementioned consulting engineering services for the following lump sum fee based on the assumptions above.

Mechanical and Plumbing Engineering:

Schematic Design	\$ 1,000.00
Design Development	\$ 3,500.00
Construction Documents	\$ 5,000.00
TOTAL	\$ 9,500.00

Hourly billing rates (for additional services where contracted):

Principal	\$ 172.00
Engineer	\$ 157.00
Designer	\$ 129.00
Drafter	\$ 92.00
Clerical	\$ 72.00

Contingent Additional Services

Should any of the following items be required, it will be billed as a contingent additional service.

- Construction observations shall be provided on an additional service basis for the fixed fee of \$500.00 (five hundred dollars) per trip.
- Major floor plan revisions due to Architectural city comment revisions.

The design professional (AME) shall not be held responsible for claims that arise due to lack of coordination or lack of professional interpretation of the construction documents during the construction phase including change orders arising from Contractor's failure to properly bid the project per the requirements set forth on the plans and in the specifications, revisions made to the construction documents without the involvement of AME (the design professional), or contractor's lack of field coordination. Construction observations performed by the design professional (AME) do not relieve the contractor of his or her obligations under the construction contract. Construction observations are not intended to verify contractor means and methods, or jobsite safety.

The Client recognizes that construction observations are a critical part of the execution of this design contract that may allow the design professional to quickly correct any deficiencies, errors or omissions from the contract documents or due to construction error or due to other unforeseen acts or due to other causes, at a relatively low cost. The Client agrees that if construction observations are not included in the contract the design professional shall not be held responsible monetarily, legally or professionally for any of the design professional's acts, errors or omissions, except for those acts, errors or omissions which, it could reasonably be concluded, the design professional's review services would not have prevented or mitigated.

Dispute resolution; By binding mediation according to the Rules of American Association of Arbitration, this agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona, without giving effect to any choice of conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Arizona. In the event that legal action is brought by either party against the other, the prevailing party shall be reimbursed by the other for the prevailing party's legal fees and costs in addition to whatever other judgments or settlement sums, if any may be due. Legal fees include reasonable attorney fees, costs and litigation expense.

Fee quotations are valid for 180 days from the date of this proposal.

Additional services shall be warranted and negotiated for architectural, structural or civil revisions, changes and/or new requirements requested after substantial completion. A project is considered substantially complete when less than 5% of the work remains.

Payment to AME shall be within seven (7) days of receipt of payment by owner to client. Please sign and date on the line provided if these terms are acceptable. We sincerely appreciate the opportunity to propose on this project. We look forward to your acceptance of these terms and the chance to add value to this project.

Sincerely,
ASSOCIATED MECHANICAL ENGINEERS, PLC.

April 25, 2024
Proposal No. P24-037



George J. Josephs, P.E.
LEED AP
Principal

Signature: _____

Date: _____



Weddle Gilmore Architects
6916 east fifth avenue
scottsdale, arizona 85251
Attn: Phil Weddle

April 30, 2024

Re: **The Ranch at Tumbleweed Park**
Electrical Proposal
Chandler, AZ

Phil,

Woodward Engineering is pleased to submit this proposal for consulting electrical engineering services for the proposed entry and park amenities. The project consists of zones A, B, and C as outlined in the email from April 24, 2024. The following is the list of services WE will provide / require under the terms and conditions of the contract:

- Site Investigations to determine the existing utility conditions.
- Site lighting submittals with exterior lighting cutsheets and photometrics.
- Background documents in AutoCad format provided by the architect.
- Interior (as needed) and exterior IECC compliance.
- Attend design conferences to define scope, and design elements.
- Coordination with the pool / fountain designer(s) for their electrical connections.
- Signed and sealed construction documents/electrical specifications in AutoCad/CSI format.
- All plan check corrections required to obtain permit.
- Public street lighting is excluded.
- Low voltage systems design for fire alarm, data, telecom, security, door access is excluded – schematic fire alarm layout and low voltage systems raceways and back-box design is included.

Woodward Engineering will provide the aforementioned consulting electrical engineering services, for the following fee:

Site Investigations:	\$750.00
Schematic Design Narrative:	\$1,500.00
Design Documentation:	\$9,500.00
Construction Documents with IECC:	\$10,500.00
Total Electrical Fee:	\$22,250.00

Additional services shall be warranted for revisions, and/or new requirements to the project after substantial completion. Said services shall either be negotiated or billed at the following hourly rates: Principal Engineer: \$150.00, Technical Design: \$120.00, CADD Tech: \$85.00, and Clerical \$65.00.

Payment to Woodward Engineering shall be within seven (7) days of receipt of payment by owner to client.

Please sign, date, and return if these terms are acceptable.

I appreciate the opportunity to propose on this project. I look forward to your acceptance of these terms and the chance to work with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Doug Woodward', with a stylized, flowing script.

Doug Woodward, LC, PE
WOODWARD ENGINEERING

Signature: _____

Date: _____

Re: The Ranch at Tumbleweed Park



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/09/24

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER:

PROFESSIONAL INSURANCE BROKERS, INC.
PMB 857, 515 E. CAREFREE HWY
PHOENIX, ARIZONA 85085-8839

CONTACT CAROL GRAY LANTZ

NAME:

PHONE 623 465-5300

FAX (A/C 623 465-5933

(A/C No. Ext):

(No)

EMAIL

ADDRESS: carol@pibinc.com

PRODUCER

CUSTOMER ID:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED:

WEDDLE & GILMORE ARCHITECTS PLLC
6916 E. 5TH AVENUE
SCOTTSDALE, ARIZONA 85251

INSURER A: R L I INSURANCE COMPANY

13056

INSURER B: HARTFORD FIRE INSURANCE COMPANY

19682

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES:

CERTIFICATE NUMBER: 42

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVO	POLICY NUMBER	POLICY EFF. DATE(MM/DD/YY)	POLICY EXP. DATE(MM/DD/YY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER	X	X	PSB0001055	07/23/23	07/23/24	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ec occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS.COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON OWNED AUTOS	X	X	PSB0001055	07/23/23	07/23/24	COMBINED SINGLE LIMIT (Ec Accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LAB EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$	X	X	PSE0001108	07/23/23	07/23/24	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS BELOW Y/N Y	N/A	X	PSW0001031	07/23/23	07/23/24	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	☒ PROFESSIONAL LIABILITY		X	OH03930212301	07/23/23	07/23/24	EACH CLAIM / AGGREGATE 3,000,000 / 3,000,000

DESCRIPTION OF OPERATIONS /LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Tumbleweed Ranch (Project No. CA2301.201)

As per written contract, the City of Chandler, its representatives, directors, officers, officials, agents and employees are additional insured, primary and non-contributory basis, as respects General Liability coverage per Form PPB3040212 attached. Waiver of subrogation applies to all listed policies as per written contract. Workers compensation blanket waiver form WC000313 attached. 30 day notice of cancellation applies. Separation of insureds / Severability of interest applies.

CERTIFICATE HOLDER

City of Chandler | Capital Projects Division
Attn: Rachel Marx, PE, CFM
215 E. Buffalo Street
Chandler, AZ 85225
Re: Tumbleweed Ranch (Project No. CA2301.201)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

Carol Lantz

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/23/2023
Insured
Weddle Gillmore Architects, LLC
Insurance Company
RLI Insurance Company

Policy No.
PSW0001031

Endorsement No.

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A