



PROFESSIONAL SERVICES AGREEMENT

Design Services

Traffic Management Center Building

Project No. DS2401.201

Council Date: January 23, 2025

This Agreement ("Agreement") is made and entered into on the ____ day of _____, 202__ ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Dick & Fritsche Design Group, Inc.**, an Arizona corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide **Design Services** for **Traffic Management Center Building** 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 **730** 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 **\$229,321** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

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

SECTION V--GENERAL CONDITIONS

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

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

("Indemnatee") 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 Indemnatee from and against any and all Claims, except those arising solely from Indemnatee'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 Indemnatee 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 Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other Agreement with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E - Subconsultant Documents with Consultant (if applicable)

Exhibit F - Federal Requirements (if applicable)

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

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

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Consultant must maintain all applicable City, state, and federal licenses and

permits required to fully perform Consultant's services under this Agreement.

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

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

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

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

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

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

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

"CITY" CITY OF CHANDLER

"CONSULTANT"

DICK & FRITSCH DESIGN GROUP, INC.



12/10/2024

Signature

Date

MAYOR

Chad Billings

Print Name

RECOMMENDED BY:



Daniel Haskins, P.E.
CIP City Engineer

Vice President

Title

cbillings@dfdg.com

Signer Email Address

APPROVED AS TO FORM:



City Attorney



ATTEST:

City Clerk

Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE



EXHIBIT "A" SCOPE OF SERVICES/SCHEDULE

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

- 1.1 Consultant will provide services for the design for the development of a Traffic Management Center, located at the yard at 975 E Armstrong Way, Chandler, Arizona, all as more specifically described herein below.
- 1.2 The new building is approximately 2,800 SF. The facility design includes: three offices, a dedicated server room, testing room, work room, unisex restroom, and a traffic control room with 2 workstations and a conference table for 8 people. There will be a canopy connecting this building to the existing adjacent building.
- 1.3 The project design, construction, furnishing and equipping budget is \$3,000,000.
- 1.4 Consultant will provide all design services for the Project including, but not limited to architectural, civil, landscape, structural, mechanical, plumbing, electrical and technology engineering and cost estimating services.
- 1.5 Project will be designed in accordance with applicable building codes, Chandler's UDM, City of Chandler Buildings and Facilities Specifications, and City of Chandler IT Specifications.

2. ASSIGNMENT:

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

3. PROJECT SCHEDULE:

- 3.1 Consultant must perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference.
- 3.2 Consultant must adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of City. Consultant must revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. Consultant must take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist Consultant.
- 3.3 Final deliverables (documents submitted for permit review) to be delivered in approximately 20 weeks. This includes a DD phase of six (6) weeks followed by a two (2) week owner

review. 90% CD will take eight (8) weeks followed by a two (2) week owner review. 100% CD will take two (2) weeks followed by a submittal to the City's AHJ for plan review. Plan review is expected to take six (6) weeks. Any comments received will be responded to within two (2) weeks. Construction negotiations and award are anticipated to be 16 weeks. The construction schedule will be established by the Contractor, but are assumed to be approximately 10-12 months. Once complete, closeout and record drawings will be completed in four (4) weeks.

4. QUALITY CONTROL:

- 4.1 Consultant must institute and comply with the Design Quality Control Plan attached hereto and made a part hereof by reference.
- 4.2 As a part of the project design Consultant will develop a quality control plan for the entire construction phase. This Quality Control Plan will establish what elements should and must be seen by each consultant during construction.

5. PRELIMINARY RESEARCH:

- 5.1 Conduct initial site observation. Site investigation includes topographic survey.

6. UTILITY/AGENCY COORDINATION:

- 6.1 Project is assumed to connect to existing building utilities and coordination with utility agencies will not be required.

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:

- 8.1 Programming was completed by DFDG as part of a separate contract. No additional work is included in the Programming Phase.

9. SCHEMATIC DESIGN (30% Document Review):

- 9.1 Schematic Design was completed by DFDG as part of a separate contract. No additional work is included in this Phase.

10. DESIGN DEVELOPMENT (60% Document Review):

- 10.1 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 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. Prepare a construction cost estimate for verification with the budget. Re-design as necessary to re-align the design with the construction budget.
- j. Conduct a full document set (plans & specs) review in the presence of all consultants and City's representatives and any other stakeholders.
- k. Submit to City's Project Manager for comment complete drawing set, specifications, drainage & structural calculations in digital PDF format.
- l. 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.

11. CONSTRUCTION DOCUMENTS (90% Document Review):

- 11.1 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 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.
 - c. Provide City of Chandler with a copy of the AutoCAD files. Consultant works in Revit software, so AutoCAD standards are limited to the version created during the export process.
 - d. Conduct a full document set (plans & Specs) review in the presence of all consultants and City's representatives.
 - e. Provide document coordination of work performed by separate contractors or by City's own forces (i.e.: systems furniture or exercise equipment provisions & installation, etc.).
 - g. Prepare bid alternates as necessary to assure budget can be met.
 - h. Submit to City's Project Manager for comment complete drawing set, specifications, drainage & structural calculations in digital PDF format. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.

12. BID & AWARD (100% Documents):

- 12.1 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" and in electronic format. Plans will be black line digital PDF format. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.
- 12.2 Pick-up plan review final comments and prepare final documents for distribution.
- 12.3 Attend and participate at the pre-bid conference for the purpose of answering technical questions from potential bidders.
- 12.4 Assist City in the evaluation of "substitutions and or-equals" and make a recommendation to accept or decline.
- 12.5 Prepare addenda for review and approval by City. City will distribute.

13. CONSTRUCTION ADMINISTRATION:

- 13.1 Pre-Construction Assistance - Consultant must attend the pre-construction meeting (IF REQUIRED).
- 13.2 Attend Construction Meetings, as needed.
- 13.3 Consultant must attend construction meetings, as needed. Consultant assumes attendance of twelve (12) construction meetings.
- 13.4 At substantial completion, the architect and subconsultants will conduct pre-final inspection and prepare punchlist of work not completed or needing corrections. We assume that the entire project will be ready for a single punchlist inspection, and we will not be required to make multiple or phased punchlists. Prepare a Certificate of Substantial Completion using the standard AIA Documents.
- 13.5 At final completion, conduct final inspection walk-through with Client and the CMAR. There is no certificate issued at final completion, sign-off on the final application for payment is the architect's confirmation that the project is complete.
- 13.6 Consultant must review, evaluate, and respond to any contractor Requests for Information (RFI's) forwarded by the CM Firm for design review. Consultant assumes a maximum of thirty (30) RFI responses.
- 13.7 Consultant must review, evaluate, and respond to any Contractor Shop Drawing submittals forwarded by the CM Firm for design review.
- 13.8 Prepare Record Drawings. Transfer red-line comments to City's construction plans to create record drawings.

EXHIBIT "B"
COMPENSATION AND FEES



EXHIBIT "B" LUMP SUM COST

<u>TASK DESCRIPTION</u>		<u>SUBTOTAL</u>
Task 1.0 Project Description		\$ 0.00
Task 2.0 Assignment		\$ 0.00
Task 3.0 Project Schedule		\$ 825.00
3.1	Production Schedule	\$ 825.00
Task 4.0 Quality Control		\$ 2,610.00
4.1	Quality Control Plan	\$ 2,610.00
Task 5.0 Preliminary Research		\$ 6,910.00
5.1	Perform Document Search and Research	\$ 810.00
5.2	Investigate Existing Conditions	\$ 1,250.00
5.3	Topographic Survey	\$ 4,850.00
Task 6.0 Utility/Agency Coordination		\$ 0.00
Task 7.0 Geotechnical Investigation		\$ 7,400.00
7.1	Geotech Report	\$ 4,800.00
7.2	Optional Percolation Test - Allowance	\$ 2,600.00
Task 8.0 Programming		\$ 0.00
Task 9.0 Schematic Design (30%)		\$ 0.00
Task 10.0 Design Development (60%)		\$ 45,655.00
10.1	Prepare 60% DD Documents	\$ 20,460.00
10.2	CofC Review/Meeting/Site Visit	\$ 1,800.00
10.3	Structural Engineering	\$ 3,500.00
10.4	MPE Engineering	\$ 12,200.00
10.5	Landscape Design	\$ 2,495.00
10.6	Civil Engineering	\$ 5,200.00

Task 11.0 Construction Documents (90% & 100%)			\$ 97,195.00
11.1	Prepare 90% Plans & Draft Tech Specs	\$ 25,910.00	
11.2	Prepare 100% Plans & Final Tech Specs	\$ 5,700.00	
11.3	CofC Review/Meeting/Site Visit	\$ 1,140.00	
11.4	Permit submittal and Corrections	\$ 2,470.00	
11.5	Prepare ROM Cost Estimate	\$ 15,000.00	
11.6	Civil Engineering	\$ 6,100.00	
11.7	Landscape Design	\$ 3,525.00	
11.8	Structural Engineering	\$ 7,000.00	
11.9	MPE Engineering	\$ 30,350.00	
Task 12.0 Contractor Coordination / Bidding			\$ 6,166.00
12.1	Coordinate & Issue Bid Documents	\$ 330.00	
12.2	RFIs / Substitution Requests	\$ 1,880.00	
12.3	Issue Addenda as required	\$ 495.00	
12.4	Engineering Hourly NTE	\$ 3,461.00	
Task 13.0 Construction Administration			\$ 42,060.00
13.1	Attend Construction Meetings	\$ 4,440.00	
13.2	Review Submittals and RFIs	\$ 16,085.00	
13.3	Record Drawings	\$ 3,615.00	
13.4	Structural Engineering CA Services	\$ 2,000.00	
13.5	MPET Engineering CA Services	\$ 13,810.00	
13.6	Civil Engineering CA Services	\$ 1,300.00	
13.7	Landscape Architect CA Services	\$ 810.00	
ALLOWANCES			\$ 20,500.00
13.1	Allowance for Printing Expenses at Direct Cost	\$ 1,000.00	
13.2	Electrical Load Test	\$ 4,500.00	
13.3	FF&E Allowance	\$ 5,000.00	
13.4	Owner Allowance	\$ 10,000.00	
TOTAL COST:			\$ 229,321.00

EXHIBIT "C"

INSURANCE REQUIREMENTS

1. General.

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

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

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

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

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

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

3. Additional Policy Provisions Required.

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

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

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

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

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

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

3.2. *Insurance Cancellation During Term of Agreement.*

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

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

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

EXHIBIT "D"

SPECIAL CONDITIONS

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

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

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

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

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

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

November 18, 2024

schaefer

CONNECT

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

DFDG Architecture
4545 East McKinley Street
Phoenix, AZ 85008

Re: Chandler TMC-rev
Schaefer Number: 24-2235

GREETINGS!

We are pleased to offer our updated services for structural engineering design for the Chandler Traffic Management Center. Our proposal is based on the conceptual design drawings you sent me on October 22, 2024, and scope update summary email on November 15, 2024..

A detailed description of the services that we will provide is listed in the attached Scope of Services.

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

Sincerely,



Chris Harper PE, SE
Southwest Region Leader/Principal

Enclosure

schaefer-inc.com
2800 North Central Avenue, Suite 1250
Phoenix, Arizona 85004
800.542.3302

PROJECT DESCRIPTION



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

The project consists of a (1) story, 2800 sq ft building expansion with a connecting covered canopy to be constructed at the above referenced site. The project will include a covered canopy over the door entries, and minor site structures as noted below. Additionally, we understand this effort is a continuation of the conceptual package completed under Schaefer project number 23-2290 and is to be completed in 4 phases as requested by the City of Chandler. The project delivery method for this project will be CM at risk most likely, but it may go hard bid.

Construction Type:

1. Foundation system assumed to be conventional spread footings at minimum frost depth. Slab on grade is assumed to be soil supported and not require structural support.
2. Roof framing to consist of steel roof deck and bar joists/beam bearing on CMU walls.
3. Exterior cladding assumed to be brick veneer, wood or metal paneling or curtain wall.
4. Secondary structural elements included in our scope of services for this project will be:
 - a. (2) Canopies attached to the building
 - b. Site structures- Site screen walls up to 8'-0" in height.
 - c. Light pole foundations
5. Lateral force resisting system assumed to be intermediate reinforced CMU shear walls. Assumed site class "D" or better and Seismic Design Category is "C" or "B".

SCOPE OF SERVICES



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

Our professional services for the project include the following:

Design Development Phase (60% CD completion)

1. Coordination efforts with all design team members, incl. attendance at (Remote) design team meeting.
2. Prepare drawings with preliminary foundation and framing plans with members located and sized.
3. Prepare drawings with preliminary foundation and framing details.
4. Prepare preliminary outline specifications.

Construction Document Phase (90% CD completion)

1. Prepare 90% Construction Documents for the building's primary structural system for final review and coordination. See project description for assumed construction type.
2. Review specifications for primary structural sections provided by Architect in standard CSI document format for inclusion in the specifications book, along with General Structural Notes included in the structural drawings.
3. Coordination efforts with all design team members, including attendance at up to (Remote) design team meetings.

Construction Document Phase (100% CD completion)

1. Prepare Substantially completed Construction Documents for the building's primary structural system for bid, permit and construction. Includes implementing final review comments provided by AMEP design team and owners representative.
2. Prepare supporting calculation package for permit submittal.
3. Coordination efforts with all design team members, including attendance at up to (Remote) design team meetings.

Bidding or Negotiation Phase

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

Construction Phase

1. Response to information and clarification requests by the construction team.
2. Document revision bulletins if required.
3. Review of submittals for structural system components such as concrete mixtures, steel framing, post tension, and rebar placement.
4. Visits to the site during construction to observe the progress of construction, followed by written observation report will be completed as requested or required on a per trip basis..

COMPENSATION



Compensation for Basic Services Shall Be:

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

Project Phase	Fee
Design Development Phase (60% cd)	\$3,500
Construction Document Phase (90% cd)	\$3,500
Construction Documents (Substantial Completion/City submittal)	\$3,500
Bidding or Negotiation Phase	\$0
Construction Phase	\$2,000
Total Fee	\$12,500

Site Observations (as requested or required) **\$875/trip**

Includes up to two hours on site plus report.

Reimbursable Expenses

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

Additional Provisions

If Basic Services covered by this proposal have not been completed within 20 months of the date hereof, through no fault of Schaefer, the amounts of compensation set forth in this proposal shall be equitably adjusted.

FEE QUALIFICATIONS



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

1. Services related to the design and/or detailing of structure not listed above, such as alternate lateral load-resisting systems, substantially different or varied structural materials than indicated in assumed construction type, or architectural feature elements (canopies, signs, etc.) not indicated shown in the preliminary information provided to us.
2. Services related to the re-design and re-drawing of any portion of the building, after the end of the Design Development phase (60% CD), for which we have already completed design or drawings, due to architect or owner changes from previous direction given to us.
3. Services related to the design and/or detailing of site work elements including but not limited to site stairs, retaining walls, mechanical vaults, manholes, mechanical equipment pads, light poles, flagpoles, flagpole foundations, benches, fountains, pools, signs / wayfinding monuments and associated foundations, etc.
4. Services related to non-structural elements and their attachments, including but not limited to: exterior architectural cladding systems, interior architectural systems (e.g., cabinets, islands, etc.), stairs, handrails, railings, window washing systems and their tie downs, antennas/signs/flagpoles attached to the primary structure, ladders, grills, screens, mechanical, electrical and plumbing equipment, seismic bracing of architectural components and mechanical, electrical, and plumbing equipment, fall protection equipment/systems, etc.
5. Special Inspections during construction or additional site visits and observation reports.
6. Services related to the re-design or re-drawing of any portion of the building due to unforeseen conditions in the field.
7. Services related to the design of fixes for errors or omissions by the construction team.
8. Weekly Construction administration meetings.

2024 RATE SCHEDULE



The following are the 2024 billing rates for Schaefer.

Engineers	Rates/Hour
Principal	\$234.00
Senior Project Manager/Senior Engineer Manager	\$234.00
Project Manager II/Senior Project Engineer II	\$203.00
Project Manager I/Senior Project Engineer I	\$171.00
Project Engineer	\$150.00
Design Engineer II	\$133.00
Design Engineer I	\$123.00
BIM Manager	\$164.00

Technical	Rates/Hour
Designer	\$164.00
Senior Modeler	\$150.00
Modeler II	\$141.00
Modeler I	\$112.00
Co-Op	\$75.00

November 18, 2024

DFDG Architecture
4545 East McKinley Street
Phoenix, AZ 85008

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

Re: Chandler Traffic Management Center Expansion
LSW Proposal No. PR2024-300 Revised

Mr. Billings:

We are pleased to offer our engineering services for the Chandler Traffic Management Center Expansion.

PROJECT UNDERSTANDING

This project is understood to be a 2,700 square foot expansion to the traffic management center. The expansion includes office space, control room, testing room, server room, electrical room, janitor closet, restroom, and work/break room. The expansion will be separated from the existing building by a covered breezeway. The expansion will be served by a new generator and split-system air conditioning. The project delivery system is understood to be Construction Manager at Risk (CMAR).

Our mechanical, plumbing, electrical and technology engineering services for this project will consist of the following. Services not indicated below are considered outside of our basic scope and will be provided upon request as an additional service.

It is our understanding that the design of this project will include deliverables as defined below. The design duration for this project is estimated to be six months. The construction duration for this project is estimated to be ten months.

60% Package

1. Prepare design development drawings showing all main engineering systems equipment locations and sizes. Equipment weights will be shown as needed for the Structural Engineer. The drawings will also include the following:
 - a. Routing of mechanical duct mains.
 - b. Mechanical zoning layout and thermostat locations for review.
 - c. Routing of main plumbing utilities and invert elevations as needed for the Civil Engineer.
 - d. Routing of cable tray.



- e. Routing of site electrical and technology duct banks.
2. Provide engineering systems equipment cut sheets for review.
3. Assist the architectural design team in the development of the ceiling plan.

90% Construction Documents

1. Completion of the engineering design drawings.
2. Completion of the engineering specifications.

100% Construction Documents

1. Finalizing the design drawings and specifications addressing the Plan Review and Owner comments.

SCOPE OF WORK

Mechanical

The mechanical scope for this project is anticipated to include:

1. Complete heating, cooling, and ventilation load calculations.
2. Design of split system DX heating and cooling unitary equipment, and all associated ductwork, air distribution, refrigerant and condensate piping, and controls.
3. Design of dedicated split system DX cooling in MDF/IDF rooms, including piping and controls.
4. Design of restroom exhaust systems, and all associated ductwork, exhaust inlets, and controls.

Plumbing

The plumbing scope for this project is anticipated to include:

1. Selection of plumbing fixtures as located on the Architectural plans and the sizing and routing of the associated domestic cold/hot water and the waste and vent piping for these fixtures to 5'-0" beyond the building perimeter. Our design includes connection to the existing pipe mains. It is assumed that the existing plumbing utilities are adequate for this project and design to replace these utilities is not assumed as part of the scope of this project.
2. Sizing and selection of the domestic water heater system.
3. Sizing and routing of the roof primary drains, overflow drains and associated drain piping to 5'-0" beyond the building perimeter. The roof plan and locations of the roof primary/overflow drains are provided by your office.



Electrical

The electrical scope for this project is anticipated to include:

1. Design of the electrical power distribution for this project, including connection to the equipment, receptacles, lighting, and Owner equipment. Our design includes connection to the existing power distribution system within this facility. It is assumed that the existing power distribution system is adequate for this project and design to increase the capacity, modify or replace this system is not assumed as part of the scope of this project.
2. General Lighting: Our design includes selection of lighting fixtures, locating the lighting fixtures and the associated switching/control of the lighting systems.
3. Lighting system illumination and energy compliance calculations for lighting fixtures selected by LSW are included if required by the local jurisdiction.
4. Site Lighting: Our design includes the overall site lighting, including exterior building-mounted lighting, walkway lighting, and parking area lighting. Offsite lighting, street lighting, and traffic control lighting systems are not included in the base scope of services.
5. Standby Power Systems: Our design includes sizing and selection of the generator(s), transfer switches, distribution switchgear, and power circuiting.
6. Our design service includes an allowance for electrical load readings to establish the current baseline power levels. Load readings will be provided by a third-party contractor and billed at our cost, including the contractor's billing and our coordination efforts. We have included a separate allowance line item for this service at an estimated cost of \$1,500 per location for up to three (3) locations.

Technology Systems

The technology scope for this project is anticipated to include:

1. Site Design: Our design includes intended conduit and/or duct bank routing, manhole/vault layout, and building entrance locations.
2. Passive Network Cabling: Our design service includes cabling system design from outlet locations to the Main Equipment Room (MER) or Telecommunications Room (TR), cable support and pathway system, and outside plant fiber-optic and multiple pair copper cabling.
3. Buildout of the MER/TR Rooms: Our design includes room/rack layout, cable support and pathway system, telecommunication grounding, and passive component rack layouts.
4. Access Control/Security System: Our design service includes the access control, intrusion detection, card reader, door monitoring, door control, motion sensor, and duress systems, and associated control panels. The door hardware will be specified by the Architect.
5. Camera Surveillance: Our design includes camera layout and associated cabling and pathways, camera specification, and video recording requirements.



Fire Sprinkler

The fire sprinkler scope for this project is anticipated to include:

1. Performance based specification addressing the fire sprinkler system design for bidding purposes. The installation drawings (including detailed piping drawings and calculations) will be a deferred submittal by the Fire Sprinkler Contractor.

Fire Alarm

The fire alarm scope for this project is anticipated to include:

1. Performance based fire alarm system design for bidding purposes, including device placement, a typical riser diagram, and specifications. The installation drawings (including detailed wiring diagrams, load calculations, voltage drop calculations, etc.) will be a deferred submittal by the Fire Alarm Contractor.

GENERAL

Our scope will include the following general engineering services for the project:

1. Site investigation to observe the systems associated with this project (site investigation is limited to accessible areas only).
2. Attend up to twelve (12) 1-hour meetings during the design phase of this project. Meetings are anticipated to be held virtually.
3. Design using Revit with models stored on a BIM360 Project HUB. It is required that while our model is in BIM360, the model shall remain independent from all disciplines outside of our scope of work, and any revisions to the model shall be made by our staff only. It is anticipated that the architectural BIM360 model elements will be "frozen" 14 days before each milestone deliverable.
4. Provide one set of drawings in electronic portable document format (PDF) at each intermediate deliverable.
5. Provide one final set of signed and sealed drawings in electronic portable document format (PDF) at the completion of design.
6. Provide one final set of signed and sealed specifications in electronic portable document format (PDF) at the completion of design.
7. Our bid phase services will include review of the contractor bid RFIs. *Note: This will be billed as an hourly task and has been included as an allowance amount in the professional fee section if required.*



8. Our construction phase services will include the following:
- a. Review of the Contractor shop drawings, RFIs, and CORs.
 - b. Perform up to six (6) field observations during construction to confirm that the work is proceeding in accordance with the plans and specifications and prepare a written report on our findings. Special inspections as required by the local authority having jurisdiction will require additional services.
 - c. Attend up to six (6) 1-hour construction meetings, these meetings will be attended by our field observer and are anticipated to be scheduled to coincide with our field observations. Meetings that do not coincide with our observations can be attended virtually and will count towards the total.
 - d. Coordination with the Project Commissioning Agent during the construction phase.
 - e. Review the Contractor-prepared Operation and Maintenance Manual.
 - f. Prepare HVAC, plumbing, electrical and technology record drawings in AutoCAD format from the Contractor-prepared as-built redlines. No verification of accuracy is included; therefore, the record drawings will not be signed and sealed.

PROFESSIONAL FEE

Our fee for the work outlined above is a lump sum amount as follows:

Construction Documents	\$42,550.
Construction Phase Services	13,810.

Total	\$56,360.
Bid Phase HNTE Allowance	\$2,500.
Electrical Panel Load Reading Allowance	\$4,500.

NOTE: This fee includes all travel expenses incurred within the metropolitan Phoenix area. Travel outside the metropolitan Phoenix area will be billed as a reimbursable expense, including, but not limited to, travel, rentals, meals, lodging, and reasonable incidental expenses.

This fee does not include plotting or printing of sets of our drawings or other discipline's drawings for interprofessional coordination or distribution.

This fee is quoted on a lump sum basis. The breakdown of the fee into phases or tasks is for your convenience. The fee will be billed 100% at the end of the project, unless the scope of the project is changed by written agreement.



CLIENT SERVICES

Services requested of the Client and/or Owner include the following:

1. Provide the following as required to assist us in the site investigation of existing conditions: facility access and an escort, ladders or other means to access overhead systems and equipment, and authorization for the use of cameras.
2. Provide copies of the existing construction documents.
3. Provide access to the building maintenance staff to answer questions.
4. Provide all connection requirements for Owner-provided equipment.
5. Provide a project title block and updated background files in a timely manner to meet the established project deliverables.
6. Distribute meeting agendas before each meeting in order for us to assign appropriate staff to the meeting; and promptly distribute meeting minutes after each meeting.
7. Provide the following building and Owner information:
 - a. Building Occupancy Classification.
 - b. Building Construction Type.
 - c. Building Hazard Classification.
 - d. Building Seismic and Risk Category.
 - e. Owner's Fire Suppression Insurance Requirements.
8. Provide a water flow and pressure test to document the water main capabilities.
9. Provide a PDF set of the drawings at each established deliverable.

EXCLUSIONS

1. Cost estimating.
2. Meetings or virtual meetings beyond those listed.
3. Analysis of, preparing designs for, or assisting in design modifications to any unlisted equipment for the purpose of obtaining a field listing from a Nationally Recognized Testing Laboratory (NRTL) acceptable to the Authority Having Jurisdiction (AHJ). LSW assumes that all Owner-furnished equipment and equipment specified by others will be Listed and Labeled.
4. Technology system design.
5. All work associated with LEED certification of the project.



6. Building Information Modeling (BIM) beyond an LOD-200 or clash-free modeling.
7. Building energy consumption calculations or modeling.
8. Documenting energy code compliance of the building envelope or other systems not in our scope of services described above.
9. Utility company energy rebate data collection and/or submission.
10. Life cycle cost analysis.
11. Functional testing or commissioning services.
12. Value engineering services or changes after completion of the associated 60% design documents.
13. Any design services caused by scope changes.
14. Preparation of the electrical coordination or power system study.
15. Work in relation to the delinquency or insolvency of the Contractor(s).

ADDITIONAL SERVICES

Additional services will be performed on an hourly basis at our standard billing rates or a separate fixed fee contract as determined by your firm. Our current rate structure is shown below for your reference. Hourly contracted work will be invoiced based on our rates in effect at the time of such requests.

2025:	Principals	\$235.00
	Sr. Engineers	\$210.00
	Sr. Project Manager	\$205.00
	Project Manager	\$175.00
	Engineers	\$165.00
	Field Observers	\$130.00
	Sr. Designers	\$140.00
	Designers	\$120.00
	Project Coordinator	\$120.00
	Project Assistant	\$90.00
	CAD Operators	\$90.00
	Admin	\$80.00
	Outside Services	Our cost

This proposal is effective for not more than 30 days.

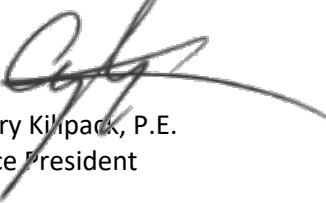
LSW accepts the AIA C401 contract and requests that you prepare this document reflecting the terms and conditions of this proposal for our mutual execution prior to our beginning work.



We appreciate this opportunity and look forward to working with your firm on this project.

Regards,

LSW ENGINEERS ARIZONA, INC.

A handwritten signature in black ink, appearing to read "Cory Kilpack", is written over the printed name and title.

Cory Kilpack, P.E.
Vice President

Ck:js

Please indicate your acceptance of this proposal by signing and returning one copy of this letter for our files.

APPROVED: _____ DATE: _____

YOUR PROJECT / REFERENCE NO.: _____

<https://lswphxcom.sharepoint.com/sites/Marketing/Shared Documents/PROPOSAL/2024/PR2024-300 - Chandler Traffic Management Center Expansion/PR2024-300 fee Chandler Traffic Management Center Expansion.docx>



KBELL ENGINEERING, LLC
1355 N. 86th Place, Mesa Az 85207
602.980.8246

October 28, 2024
Revised November 14, 2024

Chad Billings, AIA

DFDG Architecture
4545 E. McKinley Street
Phoenix, Az 85008

RE: Chandler Traffic Management Center
City of Chandler, AZ

Dear Mr. Billings

We appreciate the opportunity to submit this proposal for professional services associated with the building expansion at the Chandler Traffic Management Center, Chandler, Arizona. Per our understanding, the scope will cover Surveying, Schematic Design through Civil Construction Documents and Construction Administration Services per the information provided to our office on October 23, 2024. The detailed scope has been included in the attached Exhibit A.

This proposal has been revised to remove the Schematic Design Package.

Attached you will find of our Professional Services Agreement (PSA). If you agree with the scope of services and associated fees as presented, please either sign the attached PSA or provide your standard Agreement for our review. A fully executed copy will be returned for your records.

Upon your review of this proposal, we would appreciate the opportunity to meet with you to review and further clarify the project and scope as presented. Please call if you have any questions.

Sincerely,

Kelly J. Bell, PE
President/ Managing Member

SCOPE – EXHIBIT A

Based on our understanding of your needs at this time and the current status of this project, we propose to provide the following specific services:

A. Surveying

1. Topographic Survey for Design
 - Location and elevation of existing surface utilities and improvements within Survey Limits.
 - Obtain flow line invert elevations of any existing sanitary sewer and storm sewer manholes adjacent to the site.
 - Full width cross sections of roadways within Survey Limits.
 - Plot locations of underground utility lines per the record agency maps available at the time of the survey.
 - Approximate 50-foot interval grid over site, including grade breaks, and physical features pertinent to Civil Design.
 - Contours will be provided at 1-foot intervals.
 - All elevations will be on the municipal Vertical Elevation Datum.
 - Provide topographic base map in electronic format to be used for Civil Engineering Design.

B. Design Development

1. We will attend meetings with client and DFDG Architecture for coordination and scheduling purposes as needed for Design Development.
2. We will prepare the grading and drainage plans and the utility plan for this phase. We have assumed one round of changes to the documents. The drawings will reflect pre-final grades, building finish floor elevation, pre-final proposed storm retention layout, and pre-final proposed wet utility layout, etc. for the site.
3. We will prepare 60% plans with this phase with the intent of preparing for the 90% construction document submittal.
4. We will prepare 60% site civil specific cost estimating if required during this phase.
5. We will furnish limited dimension control information to allow for the building envelope, and other key site elements needing to be located.
6. If required, we will coordinate with your MEP/architectural consultants for location of electric, gas, cable, and telephone connections to the buildings so these can be shown for reference only on the site civil drawings.
7. We will coordinate with your landscape architect on the layout of the hardscape around the building.

C. Construction Drawings 90%

1. We will attend meetings with client and DFDG Architecture for coordination and scheduling purposes as needed for the 90% document preparation.
2. We will update the 60% documents for this phase. We have assumed one round of changes to the documents. The drawings will reflect final grades, building finish floor elevation, final proposed storm retention layout, and final proposed wet utility layout, etc. for the site.
3. We will prepare 90% site civil specific cost estimating if required during this phase.
4. We will prepare 90% plans with this phase with the intent of preparing for the 100% construction document submittal.

D. Construction Drawings 100%

1. We will finalize the construction drawings from 90% set to 100% set and prepare for the submittal to the City of Chandler.
2. We will address comments from the City and provide updated drawings to client and DFDG Architecture or directly to the City as needed for the approval process. We have assumed one to two rounds of changes to the documents.

E. Construction Administration Services

1. Assist in answering contractor questions during the bidding process, if required.
2. Assist in analyzing the civil items and make recommendations accordingly.
3. Attend the pre-construction conference if required.
4. Address submittals and respond to contractor RFI's as necessary.
5. Based upon redlined as-builts furnished to us by the Contractor, revise the original construction drawings to reflect. Furnish the final as-builts to the City and the County, if needed, per their requirements.
6. We will submit the AOC to the County if required.

F. Reimbursables/Reproduction

Reproduction, courier and delivery services will be provided for this project and billed at Cost+10%. In addition, minor out-of-pocket expenses for outside reproduction, travel expenses, courier and review agency fees, etc. incurred will be billed at Cost+10%. We will request that the client issue checks in excess of \$200 for fees unless otherwise agreed upon in advance.

FEE SCHEDULE

We propose to provide the specific services described above on a fixed fee basis as follows:

	Item	Fee Basis	Fee	
A	Surveying			
	Topographic Survey	Fixed Fee	\$	4,850
B	Design Development 60%			
		Fixed Fee	\$	4,800
	Cost Estimating	Fixed Fee	\$	400
C	Construction Drawings 90%			
		Fixed Fee	\$	3,200
	Cost Estimating	Fixed Fee	\$	400
D	Construction Drawings 100%			
		Fixed Fee	\$	2,500
E	Bidding and Construction Administration Services			
		Fixed Fee	\$	1,800
F	Reimbursables			
		Cost+10%		
	TOTAL EXCLUDING REIMBURSABLE EXPENSES		\$	17,950

Please note that the above fees are based on a smooth project implementation and have assumed no major changes to the project after we begin construction drawings. Work provided outside the above scope of services will be billed as an additional service once approved in writing by your office.

In preparing this proposal, we have made the following assumptions:

- Construction observation or engineering letters of release during construction and completion are not included.
- DFDG Architecture will provide a final site plan meeting all land use requirements including building setbacks, height restrictions, etc.
- The floodplain note will be based on the current flood insurance rate maps prepared by FEMA or City approved drainage study only. The fee does not include preparation of a floodplain study or research to determine if one is necessary or has been performed, or detailed drainage studies to analyze conveyance of offsite runoff involving HEC-1, HEC-2 or other similar hydrologic or hydraulic analyses including survey cross sections, fieldnotes and easements.
- All onsite utility improvements will be private systems and will not require plan and profile design.
- Sufficient water and sewer service in volume and capacity are available at the property boundary.

- Public/Private Fire line and sprinkler system, fire booster pump and/or fire water storage design are not included in this proposal.
- Unless specifically listed above, this proposal excludes fees for services other than coordination of geotechnical services (including pavement design), landscape architect, structural, electrical, traffic, geologic, environmental, etc.
- Architect or MEP to provide potable water flow required/water usage.

The following items are excluded from this proposal but can be provided as an additional service:

- Preparation of separate written specifications and/or project manual. Civil specifications will be included on the drawings. Therefore, no separate specifications will be required. All details, references to the City or MAG specifications and notes will be provided on the drawings
- Survey or design of offsite roadways, frontage road improvements, sanitary sewers, storm drainage, or water mains.

The following services are excluded unless specifically included in this proposal.

- Structural design of retaining walls, boxes, bridges, culverts and similar structures.
- Geotechnical engineering, pavement design, materials testing, soil borings or analysis.
- Environmental site assessments, wetlands, endangered species and archeological investigations.
- Preparation of a traffic study, traffic safety, sign or signalization plans.
- Dry utility design or coordination for electricity, gas, cable, telephone, etc.
- Landscape
- Onsite, offsite, public or private lighting or photometric plans except for the road design.

**PROFESSIONAL SERVICES AGREEMENT
TERMS AND CONDITIONS**

CONSULTANT:

KBELL ENGINEERING, LLC
1355 N. 86th Place
Mesa, AZ 85207

CLIENT:

DFDG Architecture
4545 E. McKinley Street
Phoenix, AZ 85008

PROJECT NAME ("Project"):

Chandler Traffic Management Center

PROJECT LOCATION ("Property")

Chandler, AZ

PROPOSAL DATE ("Proposal"):

October 28, 2024; Revised November 14, 2024

ARTICLE 1: PROFESSIONAL SERVICES

1.1 Services. In connection with the property described in the Proposal ("Property"), Consultant shall render the professional services ("Services") for the project described in the Proposal ("Project") as outlined in the Proposal and any Amendments.

1.2 Agreement. The Professional Services Agreement includes the Proposal, Amendments to the Proposal issued by Consultant, and these Terms and Conditions (collectively, the "Agreement").

ARTICLE 2: PROPOSALS

2.1 Scope. The Proposal(s) shall identify the specific scope of services ("Services") to be performed by Consultant and those subconsultants specifically identified as having a direct contractual relationship with Consultant ("Subconsultants") in the Proposal. Nothing in the Agreement restricts Consultant's ability to hire Subconsultants or others in connection with the Services. Notwithstanding anything to the contrary in this Agreement, Consultant shall have no obligation to hire any Subconsultants unless the services of Subconsultants are specifically included in the Proposal. The Proposal shall also identify the amount and type of compensation for the Services. Any services not specifically identified in the Proposal are excluded unless added as Additional Services with additional compensation to Consultant.

2.2 Acceptance of Agreement. Client shall authorize and Consultant shall commence work upon Consultant's receipt of the properly executed and signed Proposal(s), as may be amended from time to time. If the Agreement is not executed by Client within thirty (30) days of the date tendered, it shall become invalid unless: (1) Consultant extends the time in writing; or (2) at the sole option of Consultant, Consultant accepts Client's written or oral authorization to proceed with the services, in which event the terms of the authorization shall include all the terms of this Agreement. Consultant's performance of the services, including Additional Services, under the written or oral authorization shall be in reliance on the inclusion of all the terms of this Agreement.

ARTICLE 3: CHANGES

3.1 Changes. The Consultant and Client may at any time, by written amendment, make changes within the general scope of individual Proposal(s) or relating to services to be performed. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any services under individual Proposals, an equitable adjustment shall be made and reflected in a properly executed Amendment.

3.2 Regulatory Changes. In the event that there are modifications or additions to regulatory requirements relating to the services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the services provided for in this Agreement and subsequent Proposals shall be reflected in an appropriate Proposal Amendment.

ARTICLE 4: THE TERM

4.1 Term. Consultant shall be retained by Client as of the date Client executes the attached Proposal until the Services have been fully performed or until the Consultant's Services are terminated under provisions of the Agreement. Consultant will pursue completion of Services in accordance with the timely completion specified in the Proposal and any amendments thereto. Consultant shall not be liable or responsible for any delays caused by circumstances beyond Consultant's control.

ARTICLE 5: DUTIES

5.1 Access. Client will provide Consultant with access to the Property or to any other site as required by Consultant for performance of the Services.

5.2 Client-furnished Data. Client shall timely provide all criteria and full information as to Client's requirements for the Project, designate a person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Consultant's submissions, and give prompt written notice to Consultant whenever he observes or otherwise becomes aware of any defect in the work.

Client shall also do the following and pay all costs incident thereto: Furnish to Consultant core borings, probings and subsurface exploration, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; architectural or other design documents, and any other information previously made available to the Client, which may be required by Consultant, all of which Consultant may rely upon in performing its Services.

Client shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of contractor(s)' applications for payment, and any inspection services to determine if contractor(s) are performing the work.

5.3 Other Information. Consultant will rely upon commonly used sources of data, including database searches and agency contacts. Consultant does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

5.4. Ownership of Documents. All designs, drawings, specifications, reports, documents, and other work products of the Consultant and its Subconsultants (collectively, the "Documents"), whether in hard copy or electronic form, are instruments of service for the services and are owned by the Consultant (or, if applicable, the Subconsultant depending on the terms of the subconsulting agreement) regardless of whether or not services are completed. Reuse, change or alteration of the Documents by the Client or by others acting through or on behalf of the Client is not permitted without the written consent of Consultant. The Consultant grants to Client a nonexclusive license to reproduce the Documents solely for the purpose of constructing and maintaining the Project. Any termination of the Agreement prior to final completion of construction of the Project shall terminate this license. Upon such termination, and unless otherwise agreed by Consultant in writing, the Client (and any third party who received copies of the Documents from Client) shall refrain from making further reproductions of the Documents and shall return to the Consultant within seven days of termination all originals and reproductions in the Client's possession, custody and control. ANY REUSE, CHANGE OR ALTERATION BY THE CLIENT OR THIRD PARTIES IS AT THEIR OWN RISK AND CLIENT AGREES TO HOLD HARMLESS AND INDEMNIFY THE CONSULTANT, ITS OFFICERS, PARTNERS, EMPLOYEES, AND SUBCONTRACTORS FROM ALL CLAIMS, DAMAGES, LOSSES, EXPENSES AND COSTS (INCLUDING ATTORNEYS' FEES), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR CONSULTANT'S ALLEGED NEGLIGENCE, ARISING OUT OF OR RELATED TO SUCH AUTHORIZED OR UNAUTHORIZED REUSE, CHANGE OR ALTERATION.

5.5. Reporting Obligations. Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Consultant from providing any notices or reports that it may be required by law to give to governmental entities.

5.6 Laboratory Services. In performing services, Consultant may request that Client provide independent testing laboratory services. Consultant will rely on the accuracy of the testing laboratory services. Consultant will not, and Client shall not rely upon Consultant to, check the quality or accuracy of the testing laboratory's services.

5.7. Changed Conditions. The Client and Consultant acknowledge the possibility of occurrences or discoveries that were not originally contemplated by or known to the Consultant. Should Client or Consultant call for contract renegotiation, they shall identify the changed conditions necessitating renegotiation and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If the terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

5.8 Site Visit. All conclusions, opinions and recommendations relating to site issues will be based upon site conditions at the Property as they existed at the time of Consultant's site visit, if any. Any report should not be relied upon to represent conditions at a later date. This paragraph does not obligate Consultant to visit the site.

5.9 Opinions of Cost. Should Consultant provide any cost opinions, it is understood that those opinions are based on the experience and judgment of Consultant and are merely opinions. Consultant does not warrant that actual costs will not vary from those opinions because, among other things, Consultant has no control over market conditions.

5.10 Construction Observation. Construction observation is generally considered an essential element of a complete design professional service. Accordingly, if the Client directs Consultant to not provide construction observation, the Consultant shall not be responsible for the consequences of any of the Consultant's acts, errors or omissions, except for those consequences which, it reasonably could be concluded, Consultant's observation services would not have prevented or mitigated.

Unless otherwise provided in writing, construction visits and observations are performed to observe the progress and quality of the work completed by the Contractor. Such visits are not intended to be an exhaustive check or an inspection of the Contractor's work, but rather are to allow Consultant to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.

Based on such observation, Consultant shall keep Client informed as to the progress of the work and shall endeavor to guard Client against deficiencies in the work. If Client desires more extensive project observation or full-time project representation, such services shall be provided as Additional Services under this Agreement.

Consultant 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 associated with the work. These rights and responsibilities are solely those of the Contractor. The Consultant does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project. Client acknowledges that Consultant is not responsible for any failure of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project to construct the Project or manufacture materials in accordance with the Documents or any applicable legal requirements.

Client waives any claim against Consultant, and, to the extent permitted by law, agrees to defend, indemnify and hold Consultant harmless from any claim for injury or loss that results from failure to follow Consultant's plans, specifications or design intent, or for failure to obtain and/or follow Consultant's guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing Consultant's plans, specifications or other instruments of service. Client also agrees to compensate Consultant for any time and expenses incurred by Consultant in defense of any such claim, with such compensation to be based upon the Consultant's prevailing fee schedule.

5.11 Permits. Client is responsible for obtaining and complying with all required permits or other approvals of, and for giving any required notices to, all governmental and quasigovernmental authorities having jurisdiction over the Services or the Property. Client will provide to Consultant copies of any such permits or any such notices, together with any other relevant information that will alert Consultant to the requirements of such permits, approvals, or notifications.

ARTICLE 6: COMPENSATION OF SERVICES

6.1 Compensation of Services. Consultant's compensation for services shall be set forth in individual Proposal(s).

6.2 Compensation. Client agrees to pay Consultant for Services in accordance with the Agreement. Services (also referred to as "Basic Services"): Compensation will be a fixed fee amount of **\$17,950** plus estimated time & materials amount of \$0 (plus applicable taxes, if required) plus Reimbursable Expenses, all as detailed in the Proposal. For Additional Services compensation will be charged based on the actual hours expended by Consultant's personnel and billed at Consultant's Standard Hourly Rates in effect at the time of invoice. Standard Hourly Rates are defined as the rates established from time to time by Consultant for its personnel, including amounts charged based on salaries paid to Consultant's personnel plus payroll burden (Social Security contributions, Federal and State unemployment taxes, Workers' Compensation, health and retirement benefits, incentive pay, sick leave, vacation and holiday pay applicable thereto) and a factor for overhead and profit. Reimbursable Expenses include, but are not limited to, transportation and subsistence, reproduction, subcontracts and similar items as outlined in the proposal or Consultant's Standard Rate Schedule.

6.3 Payments. Consultant will invoice Client monthly in accordance with the terms and conditions of the Proposal, and amendment(s) for Services and reimbursables. Client agrees to pay Consultant the full amount of each such invoice within 30 days from Client's receipt of each invoice. In no event shall Consultant's failure to bill monthly constitute default under the terms and conditions of this Agreement. Client agrees to pay Consultant a retainer ("Retainer") in the amount of \$0 ("Retainer Amount") when this Agreement is signed by Client. Except as stated in this paragraph, the Retainer will be held by Consultant to secure Client's payment obligations. Client shall make payments timely in accordance with the terms of this Agreement. At the sole option of Consultant, the Retainer may be applied against outstanding statements once thirty five (35) days have elapsed from the date of Consultant's invoice and payment thereof has not been made by Client. To the extent that any of the Retainer is applied against outstanding statements, Client shall provide additional funds to be placed by Consultant in the Retainer account such that at all times the Retainer is equal to the Retainer Amount. This Retainer shall be held by Consultant until completion or termination of this Agreement. At the time of completion or termination of this Agreement, Client authorizes Consultant to apply the Retainer to any unpaid invoices on this Agreement and return the balance, if any, to Client at Client's address of record as set out above.

6.4 Right to Stop Performance. If Client does not pay any amount due to Consultant or replenish the Retainer within forty five (45) days after the invoice date, Consultant may, upon three (3) additional days verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.

6.5 Interest. Client agrees to pay a charge of eighteen percent (18%) per annum simple interest, or lesser if required by law, on all invoiced amounts not paid within thirty (30) days of the date of the invoice, if the payment is not made within forty five (45) days of the date of the invoice.

6.6 Attorney's Fees. In the event Consultant's invoices for Services are given to any attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then Client shall pay Consultant all cost of collection, including the maximum attorney's fees allowed by law and court costs, in addition to other amounts due.

6.7 Contractual Lien to Secure Payment. Client grants to Consultant a contractual lien in addition to all constitutional, statutory and equitable liens that may exist on the Property described in the Agreement and all improvements thereon to secure payment for all debts owed, now or in the future, to Consultant by Client including those arising as a result of Consultant's services provided under this Agreement. Client grants Consultant the authority and right to file a copy of this Agreement in the public records of the county or counties where the Project is located. Client's representative signing below warrants that s/he has full authority to bind Client to this Agreement and further warrants that Client has an ownership interest in the Property that is part of the Project or has a direct contract or agency relationship with the Property owner. Client's representative signing below agrees to indemnify, save, and hold Consultant harmless for any and all claims, causes of action, and damages that may arise against Consultant if the representations contained in this paragraph are not correct.

ARTICLE 7: TERMINATION OF SERVICES

7.1 Termination. This Agreement may be terminated, either by Client or by Consultant, without cause, at any time prior to completion of Consultant's services, upon seven (7) days written notice to the other at the address of record. Upon receipt of written notice from Client to discontinue work, the Consultant shall discontinue work under this Agreement.

Client understands that Consultant's ability to work is predicated upon its ability to collect payment of invoices when due. If Client does not make timely payment of invoices related to this Agreement, then Client authorizes Consultant, at its sole discretion, to terminate this Agreement for cause upon (7) days' notice to Client at its address of record set out above. Such termination shall release Consultant from any further obligation to provide Services to Client on this Agreement, but all obligations of Client shall continue.

In the event Client terminates the Agreement based on Client's reasonable opinion the Consultant has failed or refused to prosecute the work efficiently, promptly or with diligence, the Consultant shall have at least ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement or Proposal(s).

Client waives any and all claims it has against Consultant arising out of termination of this Agreement for cause by Consultant. Client waives any and all claims, causes of action, or damages that it has or may have against Consultant for failure to perform further services under this or any other Agreement with Client. Such termination shall release Consultant from any further obligation to provide Basic or Additional Services to Client on this Agreement, but all obligations of Client shall continue. To the fullest extent permitted by law, Client agrees to indemnify and hold Consultant harmless for any and all claims made against Consultant by any person, firm, or corporation arising out of termination of this Agreement for

cause. Upon termination for convenience or cause, either by Client or Consultant, Client shall pay Consultant all unpaid sums due for Basic Services and all unpaid sums for any Additional Services that have been performed by Consultant.

7.2 Compensation in Event of Termination. Upon termination by either Client or Consultant, Client shall pay Consultant with respect to all contracted Services rendered and expenses incurred before termination an amount fixed by applying the Consultant's standard hourly rates, in force at the time of termination, to all Services performed to date, in addition to termination settlement costs the Consultant reasonably incurs relating to commitments which had become firm before the termination.

ARTICLE 8: RELATIONSHIP OF PARTIES

8.1 Independent Contractor. It is understood that the relationship of Consultant to Client shall be that of an independent contractor. Neither Consultant nor employees of Consultant shall be deemed to be employees of Client.

ARTICLE 9: LIMITATIONS OF LIABILITY

9.1 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF CONSULTANT, ITS EMPLOYEES, OFFICERS, SUBCONSULTANTS AND SUBCONTRACTORS, TO CLIENT OR ANY PARTY CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER FROM ANY CAUSE OR CAUSES, INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR ERRORS OR OMISSIONS SHALL NOT EXCEED THE CONSULTANT'S TOTAL FEE. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED DUE TO THE FAULT OF THE OTHER PARTY, REGARDLESS OF THE NATURE OF THIS FAULT OR WHETHER IT WAS COMMITTED BY THE CLIENT OR BY CONSULTANT, THEIR EMPLOYEES, AGENTS, SUBCONSULTANTS, OR SUBCONTRACTORS. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF USE AND LOSS OF PROFIT.

9.2 No Certification. Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant having to certify, guarantee, or warrant the existence of conditions whose existence Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with Consultant or payments of any amount due to Consultant in any way contingent upon Consultant's signing any such certification.

9.3 Asbestos or Hazardous Materials. It is acknowledged by both parties that Consultant's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Consultant or any other party encounters asbestos or hazardous or toxic materials at the Property, or should it become known in any way that such materials may be present at the Property or any adjacent areas that may affect the performance of Consultant's Services, Consultant may, at its option and without liability for consequential or other damages, suspend performance of Services on the Project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials and warrant that the Property is in full compliance with applicable laws and regulations.

9.4 Delays. Consultant is not responsible for delays caused by factors beyond Consultant's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Consultant's Services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Consultant's reasonable control occur, the Client agrees Consultant is not responsible for damages, nor shall Consultant be deemed to be in default of this Agreement. In the event such delay exceeds ninety (90) days, Consultant shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation. In the event Consultant is delayed by the Client and such delay exceeds thirty (30) days, Consultant shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

9.5 Project Enhancement. If, due to Consultant's error or omission, any required item or component of the Project is omitted from Consultant's documents, Consultant shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Consultant be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

ARTICLE 10: DISPUTE RESOLUTION

10.1 Mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include similar mediation provisions in all agreements with their respective subcontractors, suppliers, and Subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE 11: MISCELLANEOUS

11.1 Entire Agreement. The Agreement contains the entire agreement between Consultant and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by written document executed by both parties.

11.2 Modifications. No one has authority to make variations in, or additions to, the terms of this Agreement on behalf of Consultant other than one of its officers, and then only in writing signed by him.

11.3 Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Arizona

11.4 Venue. THIS AGREEMENT IS PERFORMABLE BY ALL PARTIES IN CHANDLER COUNTY, AZ. VENUE OF ANY ACTION UNDER THE AGREEMENT SHALL BE IN CHANDLER COUNTY, AZ.

11.5 Severability. If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a party hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

11.6 Construction of Agreements. Paragraph titles in this Agreement are for convenience only and are not intended to detract from or limit the effect of any language in this Agreement. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

11.7 Successor and Assigns; No Third Part Beneficiaries. Client, for himself and partners, if any, and Consultant, for itself, each binds himself or itself and its successors, executors, administrators and assigns to the other party to this Agreement and to partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither Client nor Consultant shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than Client and Consultant. Client and Consultant agree that there are no third party beneficiaries to this Agreement. Client's representative signing below warrants that he or she has full authority to bind Client to this Agreement

11.8 Subconsultants. Nothing in the Agreement restricts Consultant's ability to hire subconsultants or others in connection with the Services. Notwithstanding anything to the contrary in this Agreement, Consultant shall have no obligation to hire any subconsultants unless the services of subconsultants are specifically included in the Proposal. The Services and any reports or other documents prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other person. Only Client may rely upon the Agreement and the Services, unless the Consultant gives Client prior and specific written approval.

11.9 No Warranty or Fiduciary Responsibility. Consultant makes no warranty, either expressed or implied, as to Consultant's findings, recommendations, Documents, or professional advice. Any warranties or guarantees contained in any purchase orders, contracts, certifications, requisitions, or notices to proceed issued by the Client are specifically objected to and excluded. Client recognizes that neither Consultant nor any of Consultant's Subconsultants or subcontractors owes any fiduciary responsibility or duty to Client.

11.10 Corporate Liability. Client understands and agrees that Consultant is a business entity that has contracted to perform services, and any services provided by Consultant's employees, agents or officers are not provided in their individual capacity. Client will not make any claim or demand against any of Consultant's employees, agents or offices in their individual capacity.

11.11 Survival of Provisions. Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Consultant and of Client which would otherwise survive termination of the Services.

11.12 Suspension of Work and Additional Compensation: Consultant understands that Client may require Consultant to temporarily suspend work for a period not to exceed ninety (90) days. Client understands that the suspension of work by Consultant may cause Consultant to incur additional costs to resume work, whether on Basic or Additional Services, and Client agrees to reimburse Consultant for such additional costs, if any.

CLIENT:
DFDG ARCHITECTURE

CONSULTANT:
KBELL ENGINEERING, LLC

By:

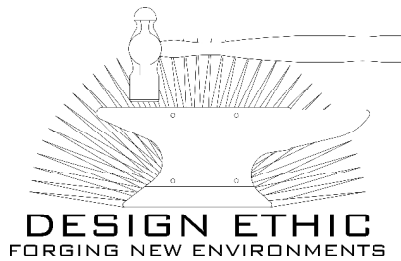
Title:

Date:

By:

Title:

Date:



November 15, 2024

Chad Billings
DFDG Architecture
4545 East McKinley Street
Phoenix, Arizona 85008

RE: Chandler Traffic Management Building Expansion – 975 East Armstrong Way, Chandler, Arizona 85286

Dear Chad,

Thank you for the opportunity of submitting this proposal for the future Chandler Traffic Management Building Expansion, located within at 975 East Armstrong Way in Chandler, Arizona. I look forward to working with you on this project. If you have any questions regarding this proposal, please contact me.

I. SCOPE OF SERVICES

A. DESIGN DEVELOPMENT, PRELIMINARY SITE PLAN APPROVAL & CONSTRUCTION DOCUMENTS

1. Provide a cover sheet Identifying all pertinent landscape site statistics
2. Coordinate the following site info:
 - Total Site Area
 - Total Building Area
 - Total Landscape Area
 - Total Plant Material
3. Coordinate the following Landscape Information:
 - 1 tree & 6 Shrubs per 1000 S.F. plus 50% live ground coverage(not including tree canopies)
 - Number of trees required
 - Number of trees provided
 - Number of Shrubs required
 - Number of shrubs provided
 - % total coverage of additional shrubs & groundcover to meet 50% coverage minimum.
4. Prepare landscape plans indicating:
 - Open space areas.
 - Shrub material placement.
 - Boxed tree placement.
 - Street trees and shrubs.
 - Inert materials.
 - Planting details
 - Planting Specifications
5. Prepare Irrigation Drawings:
 - Coordinate with the Civil Engineer to receive the existing static water pressure on site.
 - Coordinate with the engineer on the location of the proposed and or existing water

7525 EAST 6TH AVENUE

480.225.7077

DESIGN ETHIC

SCOTTSDALE, ARIZONA 85251

BPAUL@DESIGNETHIC.NET

- meters and their sizes
 - Irrigation Layout
 - Drip
 - Sleeves
 - Product identification.
 - Irrigation details.
 - Irrigation Specifications
4. Submit plans to the Master consultant to submit to the City for review.
 5. Make the necessary changes to the plans as required by the City.
Resubmit the plans to the Master consultant to re submit to the City for approval

C. CONSTRUCTION ADMINISTRATION (if requested)

1. Punch-list's, RFI's & Construction Administration will be billed on an hourly basis **upon request** by the owner and will not exceed an amount of **\$810.00**

D. MISCELLANEOUS

- There are no rendering(s) included as part of this proposal.
- There is no lighting design included as part of this proposal.
- Permits and permitting fees are not included as part of this proposal.
- There are no site wall drawings, or any fencing drawings included for within this proposal.
- There are no site visits to tag trees considered within the Construction Administration fee's of this proposal. If requested this, time will be additional to the lumps sum fee and be billed at a rate of \$135.00 per hour.

II. COMPENSATION

- A. Design Ethic, LLC. shall provide the professional services outlined above for the lump sum fee of:
- | | |
|---|--------------------|
| 60% Design Development | \$ 2,495.00 |
| 90% Construction Documents | \$ 2,305.00 |
| 100% Submittal Drawings | \$ 1,220.00 |
| Construction Administration | \$ 810.00 |
| Meeting Allowance (if required) | \$ 405.00 |
| Site Visit Reimbursement (if required) | \$ 56.00 |
- B. Reimbursable expenses shall be billed in addition to the lump sum fee and include direct project expenditures of mileage, reproductions, plots, scans, photocopies, and digitizing. Materials, printing, delivery service, permit fees will be billed at 1.10 times the cost and are considered over and above any flat rates or not-to-exceed amounts quoted.
- C. Design Ethic LLC. shall invoice the Owner for work completed on a monthly basis beginning thirty days after the execution of any services rendered. Payment for services rendered will be due within thirty (30) calendar days of receipt of Design Ethic LLC. invoice. Design Ethic LLC. invoices with the Owner/Client that are outstanding in excess of ninety (90) days will require that Design Ethic LLC. cease any further services for client until Design Ethic LLC. is compensated for services rendered.

II. ADDITIONAL SERVICES

- A. Additional services will be billed for conceptual drawings above and beyond those specified. Any design services outside the scope of services specifically outlined will be additional services.

III. TERMS & CONDITIONS

- A. Client agrees to provide Consultant with all information, surveys, reports, and professional

7525 EAST 6TH AVENUE

480.225.7077

DESIGN ETHIC

SCOTTSDALE, ARIZONA 85251

BPAUL@DESIGNETHIC.NET

recommendations and any other related items requested by Consultant in order to provide its professional services. The Client affirms that he has provided all documents, maps, and other information in possession, relating to past, present, and proposed future use of the site and to the physical conditions of the site and surrounding area. The Consultant relies on the accuracy and completeness of these

items. Client is responsible for acquiring all necessary permits and approvals and associated fees. The landscape architect will not be responsible or liable for any of the following: Any use of plans, specifications, details not signed and sealed by the landscape architect and approved by the governing agency. Any inaccuracies of

site data plans, architectural drawings, services or any other information supplied by the client or others. Site soils and geologic conditions. Changes to the plans and specifications made by the client or others. Job site conditions. The performance of work on this project by any construction contractors or third parties.

- B. The client agrees, to the maximum extent permitted by law, to waive any claims against the Consultant arising out of the performance of these services, except for the sole negligence or willful misconduct of the Consultant. Information for the Sole Use and Benefit of the Client: All opinions and conclusions of the Consultant, whether written or oral, and any plans, specifications, or other documents and services provided by the Consultant are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Consultant. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of any third party against either the Consultant or the Client.
- C. In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, damages, claims, losses, expenses or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the Consultant's fee. Such causes include but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
- D. All documents produced by the Consultant under this agreement are instruments of the Consultant's professional service and shall remain the property of the Consultant and may not be used by the Client for any other purpose without prior written consent of the Consultant
- E. Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as, but not limited to, watering schedule, pruning methods, weeding and other general landscape maintenance practices may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.
- F. In the event that a question or claim may arise as to an error or omission in the landscape architect's work or plans, the landscape architect will assume no liability for the errors or omissions unless notified within 48 hours of the client's discovery of such. If notified within 48 hours, the landscape architect will have the right to remedy any such errors or omissions. Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be submitted to non-binding mediation. The Client and Consultant agrees to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers, and fabricators, providing for mediation as the primary method of dispute resolution among all parties.
- G. This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination. The landscape architect has the right to and may assert a lien for professional fees and costs for all past due accounts.

BILLING RATES

Principal
Designer

\$ 135.00 per hour
\$ 100.00 per hour

Costs of printing, delivery service, & digitizing will be billed at 1.10 times the cost and are considered over and above any flat rates or not-to-exceed amounts quoted.

Again, thank you for the opportunity of working with you.

Sincerely,

Design Ethic, LLC.



Brandon T. Paul
Principal

ACCEPTED FOR: _____

BY: _____

TITLE: _____

DATE: _____

7525 EAST 6TH AVENUE

480.225.7077

DESIGN ETHIC

SCOTTSDALE, ARIZONA 85251

BPAUL@DESIGNETHIC.NET



15169 N. Scottsdale, Suite 205.
Scottsdale
AZ 85254

November 15, 2024

Mobile 480 868 6326
www.tbdconsultants.com

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

**Re: Chandler TMC Expansion Cost Estimates – Construction Documents. Rev 1.
Fee Proposal for Cost Consulting Service.**

Dear Chad,

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

We understand the existing Chandler Traffic Management Center (TMC) facility requires an expansion to the existing facility which will have control room, additional office space, restroom and training storage.

TBD to provide CD Design estimate.

TBD to provide an alt fee for GMP review.

Scope of Services

TBD fee proposal is based on a CD design estimate to DFDG. The service will include cost estimates including one revision and two one-hour meetings. The cost will be pertained to the local market rates with cross referring to the cost database to produce set estimate. The cost estimate will be based upon information provided by DFDG.

Fees

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

CD Estimate	\$ 15,000.00
- Senior Cost Manager 80 Hours.	
- One revision per comments	
Total	\$ 15,000.00



Alt Fee: CMAR GMP Review \$ 10,000.00

- Senior Cost Manager 50 Hours.
- One revision per comments

Alt Fee Total \$ 10,000.00

The not-to-exceed fee is based upon a blended hour billable rate of \$185/Hr.

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

Reimbursement expense fee has been excluded.

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

TBD cost estimating positional fee breakdown (Arizona only):

Cost Estimator:	\$160/Hr.
Senior Cost Estimator:	\$185/Hr.
Associate Principal:	\$195/Hr.
Principal:	\$225/Hr.

Notable Exclusions:

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

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



Payment and Terms

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

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

Work will be completed under the direction of Patrick Templeton.

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

We look forward to working with you on this project.

On behalf of TBD Consultants

On behalf of DFDG

Patrick Templeton
Senior Cost Consultant

Accepted by: _____

Printed Name: _____

Title: _____

Date: _____

October 25, 2024

Chad Billings
DFDG Architecture
4545 East McKinley Street
Phoenix, AZ 85008

**RE: Proposal for Geotechnical Investigation
Chandler TMC Building
975 East Armstrong Way
Chandler, AZ
Proposal No. 89552 S**

Mr. Billings:

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 2,800sf traffic management building at the existing City of Chandler facility. The proposed building will be single story, slab on grade with masonry construction. There will be a covered breezeway connecting the existing and proposed buildings. 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 or paved to support light to moderate passenger and truck traffic. Landscaped areas will be utilized for storm water retention and disposal.

Geotechnical Investigation-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. Due to the existing concrete pavement, we will have to core the concrete in order to drill at some of the locations. We presently anticipate drilling two (2) structural borings to the depths of 15 to 20 feet below ground surface or auger refusal, whichever comes first. Access to the site by conventional truck-mounted drilling equipment is assumed to be free and unencumbered.

Infiltration Tests-An add-alternate is provided to excavate and conduct shallow infiltration tests meeting Chandler requirements. They now requires dual ring infiltration tests per ASTM D3385 be conducted, same as Maricopa County. This method requires a backhoe to excavate test pits, installation of large ring devices and a minimum of 6 hours of continuous readings. Due to these requirements, only two tests at a time can be conducted by one person. Tests would be conducted at the proposed depths of the retention basins per the Grading & Drainage plan (by others).

We will mark the proposed boring/test pit 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), subcontracting a private utility locator and reviewing all as-built utility plans provided by the client. **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 the foundation system.
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. Pavement 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.
11. Add-Alternate: Infiltration tests for storm water retention basin design.

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 amounts**, 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.

Description	Fee	
Geotechnical Investigation & Report	\$ 4,800.00	Accept ☐ Decline ☐
Add-Alternate: Percolation Tests	\$ 2,600.00 First Test ¹ \$ 800.00 Additional Tests ²	Accept ☐ # ____ Decline ☐
Notes: ¹ The first test incorporates the cost of the backhoe service. ² Conducted on the same mobilization as the initial percolation test.		

We have the staff available to begin work immediately upon notice to proceed. Currently about 10 working days are required to mark, obtain utility clearances and begin auger borings. Fieldwork for auger borings should take one day (access and weather permitting). Lab testing will require about 3 weeks. We can provide preliminary information a few days after drilling the site. The complete report will be issued within ten days of lab testing completion. **This schedule is subject to change depending on the**

A UES Company

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 or attach to your standard contract for engineering services.

Respectfully submitted,
SPEEDIE & ASSOCIATES



Kenneth M. Euge II
Geotech Field Manager

APPROVED AND ACCEPTED
For: DFDG Architecture

By: _____

(Printed Name & Position)

(Signature)

(Date)



A UES Company

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: \$0.67 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.

GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

1.1 SPEEDIE & ASSOCIATES, LLC a UES Company (S&A/UES) is responsible for providing the services described under the Scope of Services.

1.2 The Client is responsible for providing S&A/UES with a clear understanding of the project's nature and scope. The Client shall supply S&A/UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow S&A/UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

1.3 The Client acknowledges that S&A/UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for S&A/UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE

2.1 Services performed by S&A/UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of S&A/UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made by S&A/UES hereunder.

2.2 Execution and delivery of this Agreement by S&A/UES is not a representation that S&A/UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide S&A/UES with all information necessary for S&A/UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to S&A/UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for S&A/UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted S&A/UES free access to the site. S&A/UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services.

3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. S&A/UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against S&A/UES, and agrees to defend, indemnify, and hold S&A/UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate S&A/UES for any time spent or expenses incurred by S&A/UES in defense of any such claim with compensation to be based upon S&A/UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT

4.1 S&A/UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.

4.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

4.3 If S&A/UES incurs any expenses to collect overdue billings on invoices, the sums paid by S&A/UES for reasonable attorneys' fees, court costs, S&A/UES's time, S&A/UES's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS

5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by S&A/UES, as instruments of service, shall remain the property of S&A/UES. Neither Client nor any other entity shall change or modify S&A/UES's instruments of service.

5.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.

5.3 S&A/UES will retain all pertinent records relating to the services performed for a period of "five years or such longer period" of time required by applicable accrediting agency, unless specified in the scope of services following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner.

5.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by S&A/UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of S&A/UES. Client is the only entity to which S&A/UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

6.1 Client represents that a reasonable effort has been made to inform S&A/UES of known or suspected hazardous materials on or near the project site.

6.2 Under this agreement, the term hazardous materials includes hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material.

6.3 Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for S&A/UES to take immediate measures to protect health and safety. Client agrees to compensate S&A/UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

6.4 S&A/UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold S&A/UES harmless for all consequences of disclosures made by S&A/UES which are required by governing law. In the event the project site is not owned by Client, it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

6.5 Notwithstanding any other provision of this Agreement to the contrary, Client waives any claim against S&A/UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save S&A/UES harmless from any claim, liability, and/or defense costs for injury or loss arising from S&A/UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by S&A/UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION

7.1 Subject to the balance of this Section 7.1, Client agrees that S&A/UES's liabilities, losses, damages, fees, costs and expenses (including attorneys' fees)(collectively, "**Liability**") arising from any claim on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or S&A/UES's fee, whichever is greater (the "**Liability Cap**"). If Client prefers to have a higher Liability Cap, S&A/UES agrees to increase the Liability Cap to \$1,000,000.00 upon Client's written request at the time of accepting S&A/UES's proposal, provided that Client agrees to pay an additional consideration of one percent of the total fee, or \$1,000.00, whichever is greater. If Client prefers a \$2,000,000.00 Liability Cap, S&A/UES agrees to increase the Liability Cap to \$2,000,000.00 upon Client's written request at the time of accepting S&A/UES's proposal, provided that Client agrees to pay an additional consideration of one percent of the total fee, or \$2,000.00, whichever is greater. The additional charge for the higher Liability Cap is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

7.2 Client shall not be liable to S&A/UES, and S&A/UES shall not be liable to Client for any punitive, incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or S&A/UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including intentional torts and negligence), statutory, or any other cause of action.

7.3 As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to Liability.

SECTION 8: INSURANCE

8.1 S&A/UES represents that it and its agents, staff, and consultants employed or retained by S&A/UES, is and are protected by workers' compensation insurance, and that S&A/UES has such coverage under public liability and property damage insurance policies which S&A/UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, S&A/UES agrees to indemnify and save Client harmless from and all Liabilities arising from negligent acts by S&A/UES, its agents, staff, and consultants employed by it. S&A/UES shall not be responsible for Liabilities beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save S&A/UES harmless from all Liabilities arising from acts by Client, Client's agents, staff, and others employed by Client.

8.2 Under no circumstances will S&A/UES indemnify Client from or for Client's own actions, negligence, or breaches of contract.

8.3 To the extent that damages are covered by property insurance, Client and S&A/UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION

9.1 All claims, disputes, and other matters in controversy between S&A/UES and Client arising out of or in any way related to this Agreement shall be submitted to mediation before and as a condition precedent to seeking other remedies provided by law.

9.2 If a dispute arises and that dispute is not resolved by mediation, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the S&A/UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable out of pocket fees, costs and expenses incurred by such party, including court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION

10.1 This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, S&A/UES shall be paid for services performed to the termination notice date plus reasonable out of pocket termination expenses incurred or paid by S&A/UES in connection with such termination and the winding down of its operations.

10.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, S&A/UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct out of pocket costs incurred or paid by S&A/UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, SPECIAL INSPECTIONS, TESTING AND OBSERVATIONS

11.1 Plan review and building inspections are performed for the purpose of observing compliance with applicable building codes. Construction materials testing ("CMT") and Special Inspections are performed to document compliance of certain materials or components with applicable testing standards. S&A/UES's performance of plan reviews, Special inspections, building inspections, or CMT, or S&A/UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by S&A/UES that Client's project is free of errors in either design or construction.

11.2 If S&A/UES is retained to provide construction monitoring or observation, S&A/UES will report to Client any observed work which, in S&A/UES's opinion, does not conform to the plans and specifications provided to S&A/UES. S&A/UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of S&A/UES, or S&A/UES's site representative, can be construed as modifying any agreement between Client and others. Client acknowledges that S&A/UES's performance of construction monitoring or observation is not a representation or warranty by S&A/UES that Client's project is free of errors in either design or construction.

11.3 Neither the activities of S&A/UES pursuant to this Agreement, nor the presence of S&A/UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon S&A/UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety.

11.4 Client is responsible for scheduling all inspections and CMT activities of S&A/UES. All testing and inspection services will be performed on a will-call basis. S&A/UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule S&A/UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

11.5 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/UES provide construction or field observation during the implementation of S&A/UES's specifications or recommendations, or should the Client unduly restrict S&A/UES's assignment of observation personnel, Client shall, to the fullest extent permitted by law, waive any claim against S&A/UES, and indemnify, defend, and hold S&A/UES 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/UES. The Client also shall compensate S&A/UES for any time spent or expenses incurred by S&A/UES in defense of any such claim. Such compensation shall be based upon S&A/UES's standard fee and rate schedule.

SECTION 12: ENVIRONMENTAL ASSESSMENTS

12.1 Client acknowledges that an Environmental Site Assessment (“ESA”) is conducted solely to permit S&A/UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and S&A/UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if S&A/UES states that reportable quantities of regulated contaminants are not present, Client acknowledges that it still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SAMPLE DISPOSAL

13.1 Non-Hazardous Samples — Test samples are substantially altered during testing and disposed of immediately upon completion. 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.

13.2 Hazardous Samples — If toxic or hazardous substances are involved, S&A/UES will return such samples to the Client. Or using a manifest signed by the Client, S&A/UES 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/UES is acting as a bailee and at no time assumes title to samples involving hazardous or toxic materials.

SECTION 14: SUBSURFACE EXPLORATIONS

14.1 Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by S&A/UES will be based solely on information available to S&A/UES at the time of service. S&A/UES is responsible for those data, interpretations, and recommendations but will not be responsible for other parties’ interpretations or use of the information developed or provided by S&A/UES.

14.2 Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. S&A/UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of S&A/UES’s services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against S&A/UES, and indemnify, defend, and hold S&A/UES harmless from any claim or Liability arising from cross-contamination allegedly caused by S&A/UES’s subsurface explorations. In addition, Client agrees to compensate S&A/UES for any time spent or expenses incurred by S&A/UES in defense of any such claim with compensation to be based upon S&A/UES’s prevailing fee schedule and expense reimbursement policy.

SECTION 15: SOLICITATION OF EMPLOYEES

15.1 Client agrees not to solicit for hire any of S&A/UES’s employees with which Client had contact during the term of this Agreement for a one-year period following the expiration date or termination date of this Agreement (the “Post-Term Period”) except through S&A/UES. If Client hires any such S&A/UES employee during the Post-Term Period, Client shall within five business days following written demand therefore from S&A/UES, pay S&A/UES an amount equal to one-half of the employee’s then effective annualized salary, as liquidated damages. Further, Client acknowledges that the liquidated damages, stated above, are reasonable under the circumstances.

SECTION 16: ASSIGNS

16.1 Neither Client nor S&A/UES may assign this Agreement or assign or delegate any of its rights or obligations hereunder without the prior written consent of the other party.

SECTION 17: GOVERNING LAW AND SURVIVAL

17.1 This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the S&A/UES office performing the services hereunder is located.

17.2 If any of the provisions of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 18: INTEGRATION CLAUSE

18.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly set forth herein.

18.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 19: WAIVER OF JURY TRIAL

19.1 To the extent permitted by applicable law, Client and S&A/UES hereby waive trial by jury in any action arising out of or related to this Agreement.

CLIENT APPROVAL

S&A/UES offers the Client the Proposal as listed above. Client may accept S&A/UES's offer by signing in the space provided below and returning a signed copy to S&A/UES. Such notification may be faxed or by emailing the signed general conditions. In the event the Client authorizes work without returning a signed copy, the Client agrees to be bound by the general conditions as stated herein. The proposal presented has been read, understood, and accepted by the Client effective as of the date that the executed proposal is returned to S&A/UES.

EXECUTED BY CLIENT'S AUTHORIZED REPRESENTATIVE: _____ (signature)

Printed Name: _____ Title: _____

Date Accepted: _____

Client Business Name: _____

Billing Address: _____

Telephone: _____ E-mail: _____

ACCOUNTS PAYABLE INFORMATION

A/P Contact Name: _____

A/P Contact Telephone: _____ *A/P Contact E-Mail: _____

* A/P Contact E-Mail must be provided before the S&A/UES can proceed with its proposed services

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2024

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 have ADDITIONAL INSURED provisions or 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 Underwriters of AZ, Inc. P.O. Box 5419 Scottsdale AZ 85261-5419	CONTACT NAME: Jeff Gerrick PHONE (A/C, No, Ext): 480-483-0440 E-MAIL ADDRESS: jeff@prounderwriters.com FAX (A/C, No): 480-948-7752
License#: 1800004061 DICK&FR-01	INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance Co. INSURER B: Hartford Underwriters Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Dick & Fritsche Design Group, Inc., d.b.a. DFDG Architecture 4545 E. McKinley Street Phoenix AZ 85008	NAIC # 16691 30104

COVERAGES

CERTIFICATE NUMBER: 564237271

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Deductible: NONE GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	59SBWBA4R99	12/6/2024	12/6/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	59SBWBA4R99	12/6/2024	12/6/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	☐ 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 ☐	N/A	59WEGAE5YCZ	12/6/2024	12/6/2025	☒ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability Architect/Engineer		Y	DPP4204074	1/1/2024	1/1/2025	Per Claim Annual Aggregate Retro Date 3,000,000 4,000,000 01/01/1970

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

RE: Project No. DS2401.201. TRAFFIC MANAGEMENT CENTER BUILDING
City of Chandler, its agents, representatives, officers, directors, officials and employees are additional insured as indicated. Coverages afforded are primary and non-contributory basis. Waiver of subrogation and severability of interests included.
Attached: PPB304 02 12, WC990301B

CERTIFICATE HOLDER**CANCELLATION**

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

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

EXTENDED OPTIONS

1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

B. Employers' Liability Insurance:

1. **Part Two** of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

Bodily Injury by Accident	<u>\$500,000 Each Accident</u>
--------------------------------------	---------------------------------------

Bodily Injury by Disease	<u>\$500,000 Policy Limit</u>
-------------------------------------	--------------------------------------

Bodily Injury by Disease	<u>\$500,000 Each Employee</u>
-------------------------------------	---------------------------------------

OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **\$500,000** to **\$1,000,000** in California.

2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. Waiver of Our Right To Recover From Others

- A. 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 any person or organization for whom 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 agreement.

- B. This provision 3. does not apply in the states of Pennsylvania and Utah.

4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.



If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
 - (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
 - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
 - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

 - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.



BLANKET ADDITIONAL INSURED BY CONTRACT – UMBRELLA

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

A. The following is added to Paragraph 2. of Section C. WHO IS AN INSURED:

- a.** Any person or organization when you have agreed, because of a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, to provide insurance such as is afforded under this Supplemental Policy, but only with respect to your operations performed by you or on your behalf, "your work" or facilities owned or used by you.

This provision does not apply:

- (1)** Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury," "property damage," or "personal and advertising injury";
- (2)** Unless the limits of liability specified in such written contract, written agreement or permit are greater than the limits of liability provided by the "underlying insurance"; and
- (3)** Beyond the period of time required by the written contract, written agreement or permit;

However, no such person or organization is an "insured" under this provision if such person or organization qualifies as an "insured" by any other provision of this Supplemental Policy.

- b.** With respect to the insurance afforded to the persons or organizations qualifying as an "insured" in Paragraph **a.** above, the following additional exclusion applies:

- (1)** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

- (a)** The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b)** Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an "insured", if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

- c.** The insurance afforded to such "insured" will not be broader than that which you are required by the contract, agreement or permit to provide for such "insured".
- d.** The insurance afforded to such "insured" only applies to the extent permitted by law.