



PROFESSIONAL SERVICES AGREEMENT

Design Services

Pecos Surface Water Treatment Plant Large Conference Room

Project No. WA2501.201

Council Date: March 27, 2025

This Agreement ("Agreement") is made and entered into on the ____ day of _____, 2025 ("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 **Pecos Surface Water Treatment Plant Large Conference Room** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

C. City desires to enter into an Agreement with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I--CONSULTANT'S SERVICES

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

SECTION II--PERIOD OF SERVICE

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

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **\$120,375** 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 Street, Phoenix, AZ 85008	
	Physical Address:	4545 E. McKinley Street, 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@dfdg.com	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Agreement 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.

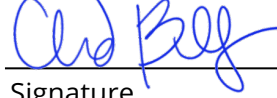
This Agreement will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

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

"CITY" CITY OF CHANDLER

"CONSULTANT"

DICK & FRITSCHÉ DESIGN GROUP, INC.



2/25/2025

Signature

Date

MAYOR

Chad Billings

Print Name

Vice President

Title

cbillings@dfdg.com

Signer Email Address

RECOMMENDED BY:



Daniel Haskins, P.E.
CIP City Engineer

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 large conference & training room for the Pecos SWTP, located at the yard at 1475 East Pecos Road, Chandler, Arizona, all as more specifically described herein below.
- 1.2 The facility design includes: Approximately 1,000 SF room, a dedicated IT room, unisex restroom and a storage room. Other associated functions such as restrooms and other support spaces are assumed to be existing to remain outside of the scope. The exterior improvements include a new building addition to generally match the existing facility.
- 1.3 The project design, construction, furnishing and equipping budget is not defined and will be established by the Consultant's cost estimator.
- 1.4 Consultant will provide all design services for the Project including, but not limited to architectural, structural, mechanical, plumbing and electrical engineering and cost estimating services in accordance with applicable building codes and Chandler UDM.
- 1.5 Site landscape design work is limited to architectural notes as needed to return area adjacent to new addition to existing conditions. Geotechnical engineering report will be provided.

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 to be delivered in approximately 30 weeks. This includes an SD phase of four (4) weeks followed by a two (2) week owner review. DD will take six (6) weeks followed by a two (2) week owner review. 90% CD will take six (6) weeks followed by a two (2) week owner review. 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.

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. This is provided by an Allowance assuming not more than one boring will be required.
- 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 City staff has defined the requirements of the Project. The scope includes 1,000 SF EOC room, a dedicated IT room, unisex restroom and a storage room. Ancillary support spaces like a lobby, egress, restrooms and other similar needs will be provided within the existing facility.
- 8.2 No additional work is included in the Programming Phase.

9. SCHEMATIC DESIGN (30% Document Review):

- 9.1 When the design is approximately thirty percent complete, Consultant must do the following:
 - a. Present initial schemes to City and its representatives (to potentially include a contractor). Staff will collaborate with designers to manipulate the plans and mutually decide on the best scheme.
 - b. The final scheme must incorporate City's comments (and potentially a contractors' comments) and be cleaned up for reference and presentation to City Council if requested.
 - c. Prepare vertical sections across the site and through the building.
 - d. Prepare single line elevation drawing(s) and a perspective sketch of the exterior.
 - e. Submit the project to City for a Development Standards review.

10. DESIGN DEVELOPMENT (60% Documents):

- 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. Conduct a full document set (plans & specs) review in the presence of all consultants and City's representatives and any other stakeholders.
 - j. Submit to City's Project Manager for comment complete drawing set, specifications, drainage & structural calculations in digital PDF format.
 - k. 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% Documents):

- 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.
 - b. 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.
 - c. Conduct a full document set (plans & Specs) review in the presence of all consultants and City's representatives.
 - d. Provide document coordination of work performed by separate contractors or by City's own forces (i.e.: systems furniture or exercise equipment provisions & installation, etc.).
 - e. Prepare a construction cost estimate for verification with the budget.
 - f. Prepare bid alternates as necessary to assure budget can be met.

- g. 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 comments and resubmit as required to Development Services for approval. After approval, prepare final documents for distribution.

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
	Production Schedule	\$ 825.00
Task 4.0 Quality Control		\$ 2,610.00
	Quality Control Plan	\$ 2,610.00
Task 5.0 Preliminary Research		\$ 3,060.00
Sub	Perform Document Search and Research	\$ 810.00
	Investigate Existing Conditions	\$ 1,250.00
	Structural Site Visit	\$ 1,000.00
Task 6.0 Utility/Agency Coordination		\$ 0.00
Task 7.0 Geotechnical Investigation		\$ 4,700.00
Sub	Geotech Report	\$ 4,700.00
Task 8.0 Programming		\$ 0.00
Task 9.0 Schematic Design (30%)		\$ 22,100.00
Sub	Prepare 30% SD Documents	\$ 14,680.00
	CofC Review/Meeting/Site Visit	\$ 1,620.00
Sub	Structural Engineering	\$ 1,800.00
Sub	MPE Engineering	\$ 4,000.00
Task 10.0 Design Development (60%)		\$ 27,960.00
Sub	Prepare 60% DD Documents	\$ 18,160.00
	CofC Review/Meeting/Site Visit	\$ 1,800.00
Sub	Structural Engineering	\$ 2,000.00
Sub	MPE Engineering	\$ 6,000.00

Task 11.0 Construction Documents (90% Documents)			\$ 35,770.00
Sub	Prepare 90% Plans & Draft Tech Specs	\$ 17,130.00	
	CofC Review/Meeting/Site Visit	\$ 1,140.00	
	Cost Estimating	\$ 8,500.00	
	Structural Engineering	\$ 1,500.00	
	MPE Engineering	\$ 7,500.00	
Task 12.0 BID & AWARD (100% Documents)			\$ 8,850.00
Sub	Prepare 100% Plans & Final Tech Specs	\$ 4,550.00	
	Permit submittal and Corrections	\$ 2,470.00	
	Coordinate & Issue Bid Documents	\$ 330.00	
	Structural Engineering	\$ 500.00	
	MPE Engineering	\$ 1000.00	
ALLOWANCES			\$ 14,500.00
	Allowance for Printing Expenses at Direct Cost	\$ 1,000.00	
	A/V Design	\$ 3,500.00	
	Owner Allowance	\$ 10,000.00	
TOTAL COST:			\$ 120,375.00

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 8, 2024

schaefer

CONNECT

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

DFDG Architecture
4545 East McKinley Street
Phoenix, AZ 85008

Re: Pecos SWTP-Building Addition.
Schaefer Number: 24-2178

GREETINGS!

We are pleased to offer our updated services for structural engineering design for the new building addition at the above-mentioned site. Our proposal is based on the drawings you sent me on October 16, 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, 1,600 sq ft building addition to be constructed at the above referenced site. The project will include coordinating with existing foundation and building slab elevations to prevent differential settlement. We do not anticipate weekly meeting throughout the design or construction phases at this time. The project delivery method for this project will be design, bid, build.

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 or steel beams 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. 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:

Schematic Design Phase

1. Attend (1-Remote) design team meetings to discuss and assist in the development of initial design parameters
2. Establish possible lateral and vertical force resisting systems based on the proposed architectural elements of the building
3. Prepare drawings with preliminary foundation and framing plans with overall dimensions and floor elevation. Includes conceptual structural system details for review.

Design Development Phase

1. Coordination efforts with all design team members, including attendance at (1-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

1. Prepare Construction Documents for the building's primary structural system for bid, permit and construction. See project description for assumed construction type.
2. Prepare Specifications for primary structural sections 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 (2-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- Not Included

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
Schematic Design Phase	\$1,800
Design Development Phase	\$2,000
Construction Document Phase	\$2,000
Bidding or Negotiation Phase	\$0
Construction Phase	NIC
Total Fee	\$5,800

Site Observations as requested or required **\$1,000/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 18 months of the date hereof, through no fault of Schaefer, the amounts of compensation set forth in this proposal shall be equitably adjusted.

FEE QUALIFICATIONS



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

1. Services related to the design and/or detailing of structure not listed above, such as alternate lateral load-resisting systems, substantially different or varied structural materials than indicated in assumed construction type, or architectural feature elements (canopies, signs, etc.) not indicated shown in the preliminary information provided to us.
2. Services related to the re-design or re-drawing of any portion of the building, after the end of the Design Development phase, for which we have already completed design or drawings, due to architect or owner changes from previous direction given to us.
3. Services related to the design and/or detailing of site work elements including but not limited to 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. Modifications to the existing primary building structure.
6. Elevated slabs over below grade void/vault structures.
7. Roof top mechanical screens.
8. Special Inspections during construction or site visits and observation reports.
9. Services related to the re-design or re-drawing of any portion of the building due to unforeseen conditions in the field.
10. Services related to the design of fixes for errors or omissions by the construction team.

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

October 21, 2024

DFDG Architecture
4545 E McKinley St.
Phoenix, AZ 85008

Attn: Chad Billings, AIA, LEED-AP

Re: Chandler SWTP EOC Addition
LSW Proposal No. PR2024-213

Mr. Billings:

We are pleased to offer our engineering services for new addition at the present Chandler SWTP facility located at 1475 E Pecos Rd. in Chandler, Arizona.

PROJECT UNDERSTANDING

This project is understood to be a new 1,500 to 2,000 square foot single story addition to the existing building. The space will consist of a meeting place, restroom, Telecommunication Room, storage space. The space will have a media wall with video switching, floor box(es) for multi-use furniture configurations, general receptacles to support the space needs, LED lighting fixtures with control system, and TR room with a minimum of (2) 2-post racks. The electrical distribution to the new addition will be an extension of the existing building system to a new Uninterrupted Power Supply (UPS), if feasible and new electrical loads permits, the existing building UPS might be used. The project delivery system is understood to be Design-Bid-Build.

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 follows your schedule, with the anticipation duration of 12 weeks.

Schematic Design

1. Provide basic schematic level design drawing showing the engineering systems intended for this project.
2. Provide a written narrative describing the engineering systems intended for this project.
3. Assist the architectural design team with the engineering systems space requirements in the development of the schematic building floor plan.
4. Show the 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.
5. Provide engineering systems equipment cut sheets for review.

95% 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 packaged DX heating and cooling unitary equipment, and all associated ductwork, air distribution, condensate piping, and controls.
3. 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. Standby Power Systems: Our design includes connections to the existing generator and distribution system. It is assumed that the existing generator and distribution system is adequate for this project and design to modify and/or replace this system is not assumed as part of the scope of this project.
5. For the purpose of justifying load additions to existing electrical infrastructure, existing electrical loads will be established from existing record drawings and our site investigation. If adequate records and documentation are not available, 30-day maximum demand load readings may be required (which are not included).

Technology Systems

The technology scope for this project is anticipated to include:

1. Passive Network Cabling: Our design service includes cabling system design from outlet locations to the Telecommunications Room (TR), cable support and pathway system, and outside plant fiber-optic and multiple pair copper cabling. It is our understanding that the City will contract with their telecommunication cabling contractor.
2. Buildout of the MER/TR Rooms: Our design includes room/rack layout, cable support and pathway system, telecommunication grounding, and passive component rack layouts.
3. Audio Visual design to be provided as an additional service. Audio visual design to consist of a 2x3 60" video wall with media sources from a main desk computer and wireless access from any of the multiple users in the space. Design to be based around Crestron solution unless directed otherwise from Owner.



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 specification addressing the fire alarm system design for bidding purposes. The installation drawings (including detailed wiring diagrams, load calculations, voltage drop calculations, etc.) will be 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 (3) 1-hour design team meetings and (2) 1-hour Owner meetings during the design phase of this project. Meetings are anticipated to be held both virtually and in-person.
3. Design using Revit. Our Revit design includes transmittal of our model on a bi-weekly basis. It is anticipated that we will receive a "frozen" architectural model background 7 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.

PROFESSIONAL FEE

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

Construction Documents	\$18,500.
Audio/Visual Design	3,500.

Total	\$22,000.



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 a project title block and updated background files in a timely manner to meet the established project deliverables.
5. 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.
6. 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.
7. Provide a PDF set of the drawings at each established deliverable.

EXCLUSIONS

1. Cost estimating.
2. Meetings or virtual meetings beyond those listed.
3. Electrical demand load readings.



4. All work associated with LEED certification of the project.
5. Building Information Modeling (BIM) beyond an LOD-200 or clash-free modeling including COBie, Uniformat, MasterFormat, OmniClass, etc., input data.
6. Building energy consumption calculations or modeling.
7. Documenting energy code compliance of the building envelope or other systems not in our scope of services described above.
8. All support or coordination work associated with an construction administration service.
9. Value engineering services or changes after completion of the associated design development documents.
10. Any design services caused by scope changes.
11. Preparation of the electrical coordination or power system study.
12. 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.

2024:	Principal	\$230./ hour
	Senior Engineer	\$205./ hour
	Senior Project Manager	\$195./ hour
	Project Manager	\$175./ hour
	Engineer	\$160./ hour
	Senior Designer	\$140./ hour
	Field Observer	\$130./ hour
	Designer	\$120./ hour
	CAD Operator	\$90./ hour
	Administrative	\$80./ hour
	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 "Gerald E. Katafiasz", written in a cursive style.

Gerald E Katafiasz, P.E., RCDD
Vice President

GK:mw

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.: _____



15169 N Scottsdale Rd
Scottsdale, AZ
AZ 85254

Mobile 480 868 6326
www.tbdconsultants.com

November 07, 2024

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

**Re: Chandler SWTP EOC & Office Training Space Renovation – Construction Documents (CD) Estimate.
Fee Proposal for Cost Consulting Service – Rev 1.**

Dear Chad,

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

SWTP intends to renovate the 1st floor area into an EOC and Office / training space. The scope of the work is approx. 1,200 SF.

Project Location

1475 E Pecos Road
Chandler
Arizona 85286

Scope of Services

TBD fee proposal is based on providing cost estimating service to DFDG.

- 1) Preconstruction services will include construction documents (CD) estimate.
 - a. Estimate revisions and meeting time have been included in TBD fee.

Fees

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

Cost Services Fee:

CD Estimate + 1 revision	\$ 8,500.00
Client / PM & Cost Meetings.....	Incl Above
Sub-Total	\$ 8,500.00

Reimbursement Fee:

Reimbursed expenses	Excluded
Total	\$ 8,500.00

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

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

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

TBD cost estimating positional fee breakdown (Arizona only):

Cost Estimator:	\$150/Hr.
Senior Cost Estimator:	\$175/Hr.
Associate Principal:	\$190/Hr.
Principal:	\$210/Hr.

Notable Exclusions:

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

- Reconciliation with estimates by others.
- Reviewing subcontractor bids.
- Post design phase.



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: _____

November 8, 2024

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

**RE: Proposal for Geotechnical Investigation
Chandler SWTP EOC Addition
1475 East Pecos Road
Chandler, AZ
Proposal No. 89695 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 1,500 square foot building addition at the water treatment facility. The addition will be single story with slab on grade and masonry construction. 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 10 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.**

A UES Company

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	\$ 4,700.00	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 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 fill out the information on the last page of the Terms and Condition, sign 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



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