



**PROFESSIONAL SERVICES AGREEMENT
POST-DESIGN SERVICES
DR. A.J. CHANDLER PARK RENOVATION PHASE 1
PROJECT NO. CA2402.271**

Council Date: December 11, 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 Dig Studio, Inc., a Colorado 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 post-design services for Dr. A.J. Chandler Park Renovation Phase 1 project ("Project") as more fully described in Exhibit "A" ("Services"), 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 \$639,963 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:

City:	To	City of Chandler - Public Works & Utilities Department Attn: CIP City Engineer: Daniel Haskins, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3335 Email: Daniel.Haskins@chandleraz.gov	
With a copy to:		City of Chandler - Public Works & Utilities Department Attn: Rachel Marx, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3354 Email: Rachel.Marx@chandleraz.gov	
To Consultant:	LEGAL COMPANY NAME:	Dig Studio, Inc.	
	Mailing Address:	1521 15 th Street, Denver, CO 80202	
	Physical Address:	1521 15 th Street, Denver, CO 80202	
	Statutory Agent Name:	Brandon Sobiech, PLA	
	Statutory Agent Mailing Address:	3003 North Central Avenue, Suite 800 Phoenix, AZ 85012	
	Statutory Agent Physical Address:	3003 North Central Avenue, Suite 800 Phoenix, AZ 85012	
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE		
	Name:	Brandon Sobiech, PLA	
	Title:	Principal	
	Phone:	602-595-4101	
	Email:	brandon@digstudio.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 Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other Agreement with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so

that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

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

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

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

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

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this

Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

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

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

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

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

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

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

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

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E - Subconsultant Documents with Consultant (if applicable)

Exhibit F - Federal Requirements (if applicable)

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

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

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

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

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

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

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

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

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

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

"CITY"
CITY OF CHANDLER

"CONSULTANT"
DIG STUDIO, INC.

Mayor

Brandon Sobiech November 14, 2025
Signature Date

RECOMMENDED BY:

Daniel Haskins November 16, 2025
Daniel Haskins, P.E.
CIP City Engineer

Brandon Sobiech
Print Name

Principal
Title

brandon@digstudio.com
Signer Email Address

APPROVED AS TO FORM:

City Attorney *JMB*

ATTEST:

City Clerk Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

EXHIBIT "A"

POST DESIGN SCOPE OF SERVICES

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

Post Design services for Dr. A.J. Chandler Park Improvements located at 3 S. Arizona Ave., Chandler, Arizona. Services include pre-construction assistance and Landscape Architectural, Engineering & and Architectural Design Services during Construction to address issues and/or specialized technical products regarding the **designer of record**; and preparation of as-built record drawings.

The Design Team will provide **Construction Phase Services** required for the implementation of the Construction Documents to observe that the design is installed per the drawings and specifications. Dig Studio, as prime consultant, will review and coordinate all RFI responses, Submittal Reviews and Field Reports from the Design Team. The Dig Studio design team will work with one (1) construction management software system, as requested by the CMAR and/or the City.

The design team post design budget is **\$639,963.00**.

Consultant will provide all construction observation services for the Project including, but not limited to, landscape, civil, mechanical, architectural and electrical engineering services.

2. ASSIGNMENT:

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:

Consultant must perform the services within the times set forth in the Production Schedule included herein (**Exhibit B**) and made a part hereof by reference:

- a. Task Duration of (52) weeks starting January 5th, 2026 and concluding January 5th, 2027. Subject to change depending on timeliness of construction.

PROJECT TASKS

1. Pre-Construction

A. Task 1.1 Preconstruction Assistance

- i. Consultant must attend the pre-construction meeting.

2. Engineering and Architectural Design Services During Construction

A. Task 2.1 Attend Construction Meetings + Site Walks + Field Reports

- i. Consultant must attend construction meetings, as follows:
 1. 52 weekly construction meetings, virtual or in-person as needed.

2. (26) weekly Team Site Walks (May 2026 – Oct 2026) during the most intense site work operations.
 - a. It is the Design Team's experience that the complexity of the project type, along with the existing conditions will warrant weekly on-site discussions.
3. Additional Field Visits (up to 32) – As requested field visits to review work including mock-up review, progress pours, grading, and site conflicts. Dig Studio will follow each visit with a formal field report to be issued to the, City, PM and CMAR.
4. (4) Nursery Visits to select and tag plant materials for use on the project.
5. Punch Walks (2 Visits)
6. Final Walk through (1 visits)

B. Task 2.2 Respond to Requests for Information (RFI's)

- i. Consultant must review, evaluate, and respond to any contractor Requests for Information (RFI's) forwarded by the CM Firm for design review.
- ii. Issuance of plan Addenda related to Dig Studio scope of work items (maximum of 5).

C. Task 2.3 Respond to Shop Drawing Submittals + Material Submittal Review

- i. The Design Team will, review shop drawings as necessary for items pertaining to their scope of work delineated in construction drawings. Dig Studio will clarify or make revisions to the drawings and details as needed to facilitate the construction process.
- ii. Dig Studio and the Design Team will review materials and product submittals to review compliance with the drawings and specifications.

D. Additional Post Design Considerations / Inclusions

i. Park Signage Fabrication Assistance

1. The Design Team will provide Fabrication Phase Services required for the implementation of the signage concepts.
 - a. Shop Drawing + Submittal Review – The Design Team will, review shop drawings and material submittals as necessary for items pertaining to the signage scope of work.
 - b. RFI Response – Dig Studio will respond to all RFI's from the signage vendor to clarify design intent and detail.

ii. Tumbleweed Tree Design + Install Assistance

1. The Design Team will provide Services during the construction phase of the project to coordinate and design the new Park's Tumbleweed tree installation detail.

3. Record Drawings

A. Task 3.1 Record Drawings

- i. Transfer red-line comments to City's construction plans to create record drawings.

- ii. Provide resident engineer and/or architect and/or landscape architect stamp/certification on record drawings cover sheet. Ensure all required signatures on the cover sheet.
- iii. Provide and deliver record drawings in paper and digital pdf format to the City as required for as-built submittal process at city permit counter.

Refer to specific Subconsultant proposals for detailed scope for Post Design Services.

ASSUMPTIONS, CLARIFICATIONS, AND EXCLUSIONS

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

Dig Studio Billing Rate Table:

(See Attached Sub-Consultant proposals for Subconsultant Bill Rates)

Category	Amount
Principal	\$ 230.00
Sr/ Project Manager	\$ 170.00
Sr. Landscape Architect	\$ 152.00
Landscape Designer IV	\$ 142.00
Landscape Designer III	\$ 131.00
Landscape Designer II	\$ 121.00
Landscape Designer I	\$ 116.00

Attachments:

Attachment B1: Fee + Task Summary Table

Attachment B2: Dig Studio Detailed Hour Breakdown Attachment

C: Sub-consultant Scope and Fee Proposals as follows:

- a. Lake Flato
- b. Ardurra
- c. BDA Design
- d. Clanton Associates
- e. Henderson
- f. Lokahi

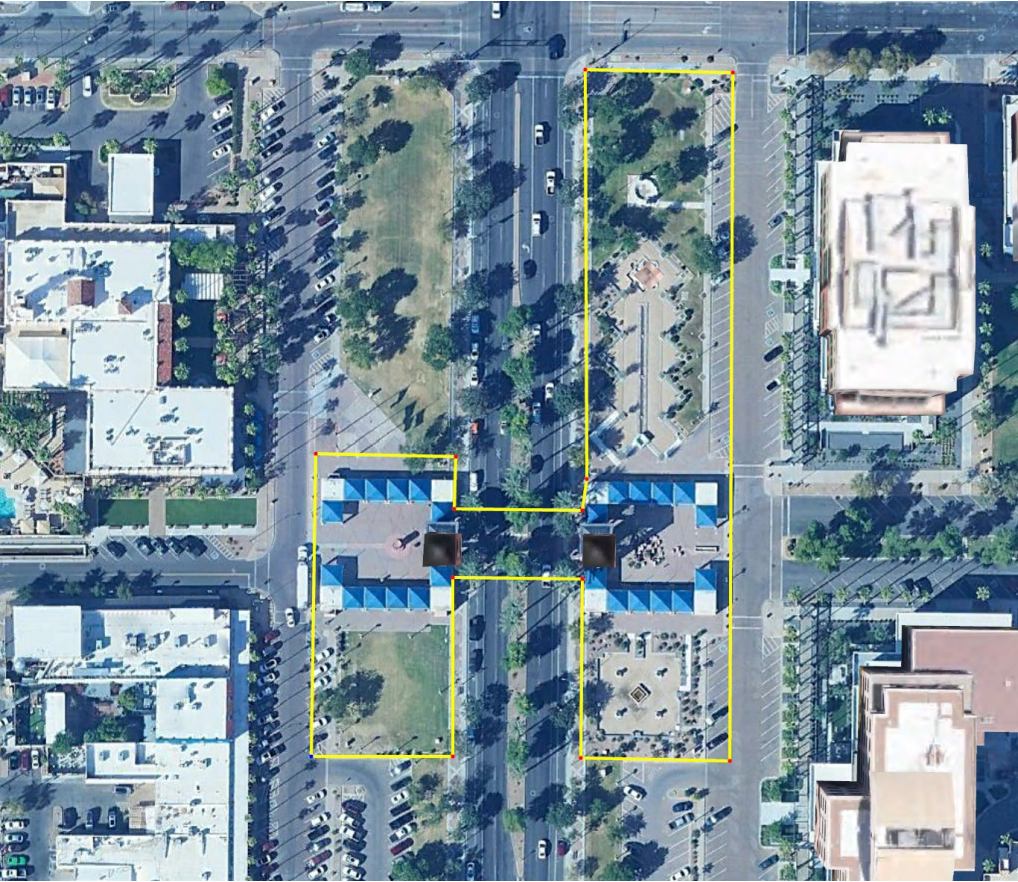
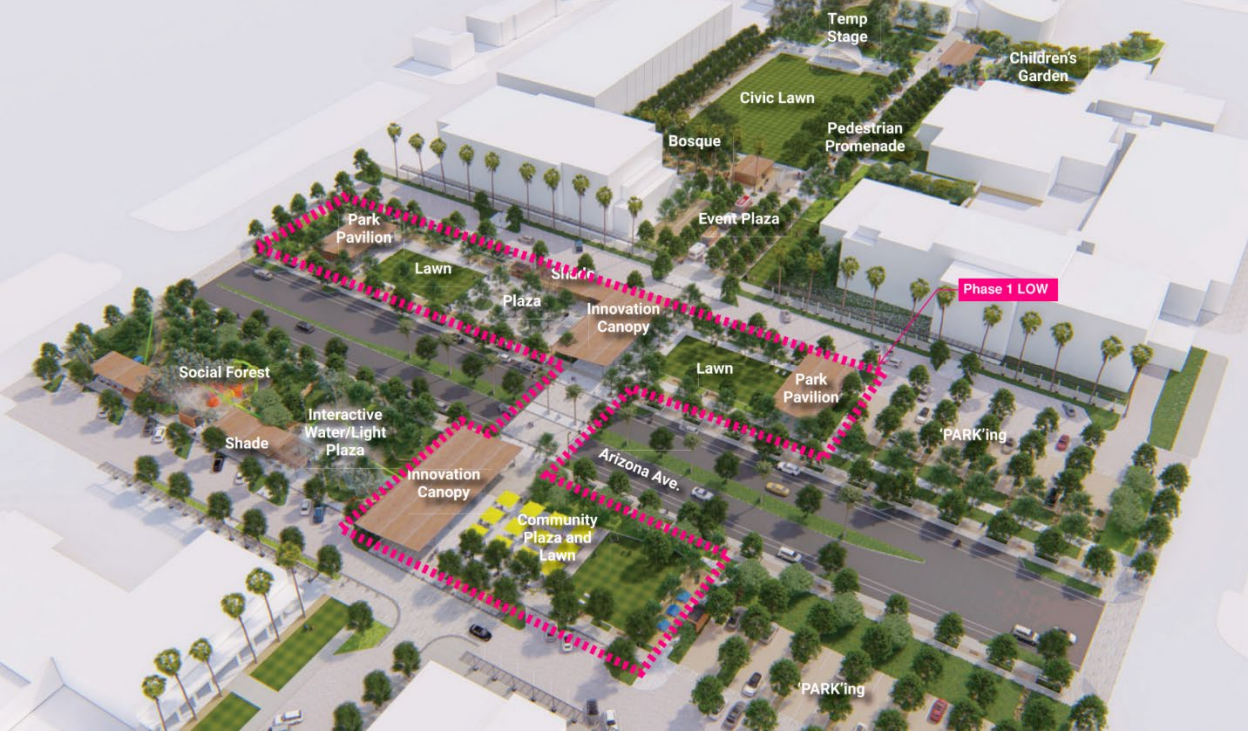
These fees are based on our current understanding of the project and desired scope of services. The remainder of the scope of work and associated fees to be executed by Dig Studio's sub-consultants are attached.

Sincerely,



Brandon Sobiech, PLA
Principal, Dig Studio, Inc.

Project Scope Diagrams: ~ 2.3 Acres.
Scope excludes Arizona Ave Streetscape and parking areas.



**EXHIBIT “B”
COMPENSATION AND FEES**

DIG STUDIO						
DR. A.J. CHANDLER PARK						
EXHIBIT "B-1"						
COST SUMMARY WITH SUBCONSULTANTS						
Date: 11/12/2025						
TASK DESCRIPTION			DESIGN FEES		Comments	
Dig Studio			Design	Reimbursable Expenses		
			\$	-		\$ -
			\$	-		\$ -
			\$	-		\$ -
Task 13.0: Construction Observation			\$	197,408.00		\$ 197,408.00
Sub-Total			\$	197,408.00	\$ 2,000.00	\$ 2,000.00
Total Dig Studio Fees & Expenses			\$ 199,408.00			\$ 199,408.00
Sub-Consultants - Design Services						\$ -
	Architecture - Lake Flato		\$	254,600.00	\$ 15,000.00	\$ 269,600.00
	Civil Engineering - Ardurra		\$	77,675.00		\$ 77,675.00
	Structural - BDA Design		\$	20,300.00		\$ 20,300.00
	Electrical + Lighting Design - Clanton Associates		\$	38,300.00	\$ 1,800.00	\$ 40,100.00
	Mechancial + Plumbing - Henderson		\$	4,340.00		\$ 4,340.00
	Geotechnical - Ninyo Moore		\$	-	Contractor Inspections	\$ -
	Design Assist + Ped Crossing Lokahi		\$	3,540.00		\$ 3,540.00
	Programming - Biederman Redevelopment Ventures		\$	-	n/a	\$ -
	Cost Estimation - Marc Taylor, Inc.		\$	-	n/a	\$ -
	Utility Coordination - DUS		\$	-	\$ -	\$ -
Sub-Total Sub Consultants Design			\$	398,755.00	\$ 16,800.00	
Sub-Total Design					\$ 614,963.00	\$ 614,963.00
Sub-Total Full Team Design Fee						\$ 614,963.00
	Owner Controlled Allowance - Lump Sum		\$	25,000.00		\$ 25,000.00
PROJECT TOTALS						\$ 639,963.00

DIG STUDIO										
EXHIBIT "B-2"										
Hours and Rates										
Date: 11/12/2025										
		P1, Assoc Principal				Landscape Designer IV	Landscape Designer II	PROJECT ROLE		Comments
		Brandon Sobiech				Patrick Kelty / Staff	Staff			
		\$ 230.00				\$ 142.00	\$ 121.00	< HOURLY RATES		
TASK DESCRIPTION								TOTAL HOURS PER TASK		
Task 13.0: Construction Admin		278	0	0	732	244	\$ 197,408.00	1254	12 months	
	Project OAC Meetings (bi-weekly 6mo / weekly 6 mo)	58	0	0	72	0	\$ 23,564.00	130		
	Submittal Reviews	20	0	0	72	40	\$ 19,664.00	132		
	RFI/Delta Logging and Responses***	20	0	0	140	80	\$ 34,160.00	240		
	Shop Drawing Review	16	0	0	40	20	\$ 11,780.00	76		
	Site Visits and Reports (bi-weekly 6mo / weekly 6 mo)	72	0	0	140	40	\$ 41,280.00	252		
	Nursery Inventory Selection	8	0	0	20	0	\$ 4,680.00	28		
	Consultant Coordination	24	0	0	80	0	\$ 16,880.00	104		
	Tumbleweed Tree and Signage Coordination	8	0	0	24	8	\$ 6,216.00	40		
	Punch list Resolution and Close out	16	0	0	24	16	\$ 9,024.00	56		
	Record Drawings	12	0	0	40	40	\$ 13,280.00	92		
	Project Management + CMAR Coordination	24	0	0	80	0	\$ 16,880.00	104		
TOTAL HOURS:		278	0	0	732	244	197408	1254		

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.

LAKE FLATO

October 23, 2025

Brandon Sobiech, PLA, ASLA
Dig Studio
3003 North Central Ave, Suite 800
Phoenix, AZ 85012

Dear Brandon,

On behalf of all of us at Lake Flato Architects, I would like to thank you for the opportunity to continue working with the City of Chandler to provide Construction Phase Services for the AJ Chandler Park Improvements. This scope advances the previously approved and completed 60% Design Development Documents, as well as the forthcoming 90% and 100% Construction Documents.

Architectural Scope:

Lake Flato's scope of work for Construction Phase Services includes Construction Administration for the architectural scope of work, which will be documented in permitted construction documents, including the East and West Shade Canopies, the North Storage/Bathroom Building, the South Storage Building, the Restroom Building, and Lantern(s).

The current project schedule dates, as outlined by the Prime Consultant, are based on correspondence with the City of Chandler and may be modified with the Client's approval. It is anticipated that the duration of this scope will be fifty-two (52) weeks.

Construction Phase Services and Deliverables

Commencement of Construction Phase Services (52-week duration)

Lake Flato will commence the Construction Phase Services upon receiving the Client's written approval of the construction documents and the Guaranteed Maximum Price (GMP).

311 Third Street
San Antonio, TX
78205 P 210.227.3335
lakeflato.com

LAKE FLATO

Construction Phase Services and Deliverables:

Services:

- Request for Information (RFI) Reviews: Lake Flato will review RFIs provided by the Contractor about the architectural scope of work as documented in the project's contract documents. Lake Flato will coordinate reviews and responses with pertinent subconsultants.
- Construction Submittal Reviews: Lake Flato will review material submittals and shop drawings for items about the architectural scope of work as documented in the project's contract documents. Lake Flato will clarify or revise contract documents if needed to facilitate the construction process.
- Preparation of Architect's Supplemental Instructions (ASIs): Lake Flato and its subconsultants will prepare ASIs at their discretion to clarify design intent for the contractor.
- Owner, Architect, and Contractor (OAC) Meetings: Lake Flato will virtually attend OAC meetings bi-weekly to review construction progress and coordinate architectural scope with the contractor, owner, and design team.
- Site Meetings and Field Visits: Lake Flato will participate in a total of ten (10) site visits, maximum, to review items related to the architectural scope of work to ensure that the project is implemented per construction documents. These site visits will be coordinated with in-person OAC meeting attendance when possible. They will also be scheduled to correspond with the completion of project milestones and/or the completion of mock-ups.
- Completion Punch-List Walk: Lake Flato will provide a total of one in-person (1) punch-list walk, maximum, upon substantial completion or completion of all items in the architectural scope of work.
- Close-out Document Preparation/Assistance: Lake Flato will assist in project close-out documentation.

Deliverables:

- Responses to contractors' questions related to Lake Flato's scope of work.
- RFI and Submittal responses related to Lake Flato's scope of work.
- ASIs related to Lake Flato's scope of work.
- Addenda related to Lake Flato's scope of work.
- Contributions to mock-up review and field reports for Lake Flato's scope of work for in-person site visits.

Exclusions:

LAKE FLATO

- Additional virtual or in-person meetings or presentations to the city, neighborhood boards, or planning departments, other than OAC meetings. Additional meetings or presentations may be requested, and Lake Flato will bill at the hourly rates listed in this document, as well as for reimbursable expenses and clerical/ administrative expenses.
- In-person project meetings or site visits, in addition to the ten (10) scheduled site visits and one (1) punch-list visit. Additional in-person meetings or site visits may be requested, and Lake Flato will bill at the hourly rates listed in this document, as well as for reimbursable expenses and clerical/ administrative expenses.

Compensation

We propose that this work be completed on a lump sum basis of \$269,600.00 derived from the following hourly breakdowns outlined below. All reimbursable expenses, including travel, printing, and document delivery, are included in the lump sum fee unless otherwise specified.

If the Construction Phase Services schedule extends beyond the anticipated fifty-two (52) week duration by sixty (60) calendar days, Lake Flato will continue to work during this period and will bill hourly at the Hourly Rates listed in this document.

If the project schedule is delayed or contract document changes are requested after the GMP has been established and before final bid acceptance by the owner, Lake Flato will continue working during this period and will bill hourly at the Hourly Rates listed in this document.

2025 Hourly Rates:

Projects are billed monthly based on the percentage of work completed. Hourly rates for deferred and additional services (time and materials) are as follows:

<u>Partner</u>	<u>\$380.00/hr.*</u>
<u>Senior Associate</u>	<u>\$235.00/hr.*</u>
<u>Associate</u>	<u>\$230.00/hr.*</u>

*Lake Flato Hourly Rates are updated yearly and are subject to change. Hourly Rates charged will reflect these updates.

LAKE FLATO

Agreement:

If you agree to the terms above, please consider this a Letter of Agreement, sign two copies, and return one to Lake Flato Architects.

Thank you again for the opportunity to present this proposal for Construction Phase Services for the AJ Chandler Park Improvements. It's an honor and a pleasure to work with your team to produce an impactful destination for the Chandler community.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Wallace", with a long horizontal flourish extending to the right.

Matt Wallace, AIA, LEED AP BD+C
Partner

Accepted and Agreed:

Brandon Sobiech, Dig Studio

Date



July 18, 2025

Brandon Sobiech
Dig Studio
3003 N. Central Ave., Suite 800
Phoenix, Arizona 85012
Email: brandon@digstudio.com
Phone: 602.595.4101

SUBJECT: AJ Chandler Park in Chandler, AZ
Change Order #1 – Post Design Services
Scope of Services and Fee Proposal

Dear Mr. Sobiech:

Thank you for allowing Ardurra to provide you with the attached scope of work and fee derivation for Change Order #1 - Post Design Services for the AJ Chandler Park project. This task will include the following services as outlined below:

- Responses to RFIs
- Shop Drawing Reviews
- Preparation of ASIs (as needed)
- Attendance to weekly construction meetings (on-site or virtual)
- Substantial and Final Punch Walks
- As-built Review (assumes contractor will prepare as-builts)
- Close out document preparation/assistance

Ardurra appreciates the opportunity to provide the attached scope of work, which identifies our post design services tasks and contract deliverables on a time and materials (T&M) basis. Ardurra's team is excited to assist City staff and complete additional services in the design of additional infrastructure.

Respectfully,

Ardurra

John Catt, P.E.
Practice Director

SCOPE OF WORK
AJ CHANDLER PARK – CHANGE ORDER 1 POST DESIGN SERVICES

BACKGROUND

The City anticipates the first phase of construction will upgrade the infrastructure in the central areas of the existing Dr. AJ Chandler Park, including wet and dry utilities, structural improvements, grading & drainage improvements, landscape/hardscape improvements and improved ingress/egress. In addition to engineering services, the City of Chandler is requesting post design services during the construction of Phase 1.

The anticipated project scope of work and tasks are outlined as shown below:

1. POST DESIGN SERVICES

Post design services tasks include:

- Responses to RFIs (assumes up to 20 RFIs)
- Shop Drawing Reviews (assumes up to 30 shop drawings)
- Preparation of ASIs (as needed)
- Attendance to weekly construction meetings (on-site or virtual)
- Substantial and Final Punch Walks
- As-built Review (assumes contractor will prepare as-builts)
- Close out document preparation/assistance

EXCLUDED ITEMS

Items listed below are not included in Ardurra's scope of work unless approved by City under a separate contract or change order.

1. Attendance at pre-bid meeting / bid addendum preparation
2. Weekly construction meeting agenda / minutes preparation
3. Quality Control Testing
4. Review of Contractor's monthly CPM schedule updates
5. Review / approval / signing of monthly Contractor payment applications
6. Utility coordination

END SCOPE OF WORK

ATTACHMENT A

ARDURRA FEE DERIVATION



FEE PROPOSAL SUMMARY

PROJECT NAME:	Dr. AJ Chandler Park - CO1 - Post Design
PROJECT NO.:	2024-0235-R0
FEDERAL PROJECT NO.:	no
TRACS NO.:	no

CLASSIFICATION	CONTRACT LABOR		BILLING RATES	LABOR FEES
	MAN HOURS			
Principal/Sr. Project Director	0	\$	310.00	\$ -
Practice Director/Project Director	52	\$	305.00	\$ 15,860.00
Project Manager - Sr.	112	\$	255.00	\$ 28,560.00
Project Manager - Sr./Project Engineer - Sr.	0	\$	230.00	\$ -
Project Engineer - Sr.	0	\$	180.00	\$ -
Project Engineer	199	\$	165.00	\$ 32,835.00
EIT II	0	\$	145.00	\$ -
Survey Project Manager/Registered Land Surve	0	\$	190.00	\$ -
Survey Project Manager (Non RLS)	0	\$	165.00	\$ -
Project Surveyor (LSIT)	0	\$	145.00	\$ -
2-Person Survey Crew	0	\$	190.00	\$ -
Project Coordinator	4	\$	105.00	\$ 420.00
TOTAL DIRECT LABOR				\$ 77,675.00
SUBTOTAL CONTRACT LABOR				\$ 77,675.00

Subtotal Contract Labor	\$	77,675.00
Subtotal Direct and Outside Expenses	\$	-
Subtotal Subconsultants	\$	-
Total Contract Fee	\$	77,675.00
Subtotal Allowances	\$	-
Total Contract Fee & Allowances	\$	77,675.00

DIRECT AND OUTSIDE EXPENSES				
DESCRIPTION	UNIT	UNIT RATE	QUANTITY	TOTAL
1 Personal Vehicle Mileage	Miles	\$ 0.700		\$ -
2				\$ -
3				\$ -
4				\$ -
5				\$ -
REPRODUCTIONS - AT COST (Estimates Only)				
Printing (8-1/2" x 11")	Each	\$ 0.10		\$ -
Printing (11" x 17")	Each	\$ 0.15		\$ -
Bond Large Format	Each	\$ 1.50		\$ -
Mylar Large Format	Each	\$ 12.50		\$ -
Exhibits	Each	\$ 250.00		\$ -
Deliveries/Postage	Each	\$ 50.00		\$ -
SUBTOTAL DIRECT AND OUTSIDE EXPENSES				\$ -

SUBCONSULTANTS FEE		
SUBCONSULTANT	TASK	FEE
1		\$ -
2		\$ -
3		\$ -
4		\$ -
5		\$ -
6		\$ -
7		\$ -
8		\$ -
9		\$ -
10		\$ -
SUBTOTAL SUBCONSULTANTS FEE		\$ -

ALLOWANCES		
CONSULTANT/EXPENSES	TASK	FEE
1		\$ -
2		\$ -
3		\$ -
4		\$ -
5		\$ -
SUBTOTAL ALLOWANCES		\$ -

CONTRACT TERMS		
PAYMENT METHOD	LUMP SUM	2025 Standard Rates
CONTRACT DURATION	X TIME AND MATERIALS 365 (CALENDAR DAYS)	(ARDURRA RATE TABLE NAME)
PROCUREMENT METHOD	SOLICITATION / DIRECT SELECT ON-CALL TASK ORDER	Start Date: End Date:
(ON-CALL CONTRACT NO.)		

DERIVATION OF FEE PROPOSAL SUMMARY

Task	Description	# of Sheets	Principal/Sr. Project Director	Practice Director/Project Director	Project Manager - Sr.	Project Manager - Sr./Project Engineer - Sr.	Project Engineer - Sr.	Project Engineer	EIT II	Survey Project Manager/Regist ered Land Surveyor - Sr.	Survey Project Manager (Non RLS)	Project Surveyor (LSIT)	2-Person Survey Crew	Project Coordinator	Total Hours By Task	Total Fee By Task
			Hourly Rate	\$ 310.00	\$ 305.00	\$ 255.00	\$ 230.00	\$ 180.00	\$ 165.00	\$ 145.00	\$ 190.00	\$ 165.00	\$ 145.00	\$ 190.00		
1	Title		John		Greg		Zach									
1.1	Response to RFIs			10	25			50						1	86	\$17,780.00
1.2	Shop Drawing Reviews			10	25			50						1	86	\$17,780.00
1.3	Preparation of ASIs			5	15			30						1	51	\$10,405.00
1.4	Attendance to weekly construction meetings			10	25			25						1	61	\$13,655.00
1.5	Substantial and Final Punch Walks			12	12			24						48	\$10,680.00	
1.6	As-Built Review			5	10			20						35	\$7,375.00	
SUBTOTAL Title			0	52	112	0	0	199	0	0	0	0	0	4	367	\$77,675.00
Total Hours			0	52	112	0	0	199	0	0	0	0	0	4	367	
Total Dollars			\$ -	\$ 15,860.00	\$ 28,560.00	\$ -	\$ -	\$ 32,835.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 420.00		\$ 77,675.00



October 23, 2025

Mr. Brandon Sobiech, PLA, ASLA
DigStudio
3003 North Central Avenue, Suite 800
Phoenix, AZ 85012

Re: Revised Fee Proposal
AJ Chandler Park – Post Design Services, Chandler, Arizona

Dear Brandon:

We are pleased to present to you this proposal for post- design services for the project currently under design.

1. The scope for the post-design services includes:
 - a. Respond to construction team requests for information (RFI), in a timely manner.
 - b. Review submittals and shop drawings that are of a structural nature, in a timely manner.
 - c. Review scope change documentation and change orders.
 - d. Attendance at online meetings as required.
 - e. Two site construction related meetings
 - f. An allowance and estimate of the code specified Special Structural Inspections.
 - g. An additional fee line item fee for the new Tumbleweed Tree.

For the scope as defined above of this proposal, we propose the following fee:

A fixed fee of \$8,300 (Eight Thousand Three Hundred Dollars).

An additional fee of \$2,000 (Two Thousand Dollars) for the Tumbleweed Tree design and documentation.

For Special Structural Inspections, I assume that there will be a maximum of 25 inspections at a cost of \$400 per trip, for a total of \$10,000 (Ten Thousand Dollars). Note that is an estimate and that the actual number of trips is

7047 East Greenway Parkway, Suite 250
Scottsdale – Arizona 85254
480-398-7729
www.bdadesign.com

Mr. Brandon Sobiech
DigStudio
Revised Fee Proposal – AJ Chandler Park, Post Design Services
Chandler, Arizona

Page 2
October 23, 2025

determined by the construction schedule and pace, re-inspections of work not conforming and other items that are not within our control.

It is typically the policy that invoices are paid within 15 days of corresponding payment from the owner. A fee of 1.5% per month will be applied to late payments that go uncollected for more than 90 days, calculated from the invoice date.

Limitation of liability: In recognition of the relative risks and benefits of the Project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed the Consultant's total fee for service rendered on this Project.. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

We have established our reputation for being a different kind of structural design firm - one that is creative, design based, cost-conscious and responsive.

Yours truly,

A handwritten signature in black ink, appearing to be 'J. Greg Brickey', with a stylized flourish at the end.

J. Greg Brickey, SE
Principal
GB/mh



LIGHTING DESIGN AND ENGINEERING

October 8, 2025

Brandon Sobiech

Dig Studio

3003 North Central Ave Suite 800

Phoenix, AZ 85012

602-595-4101 | brandon@digstudio.com

Re: AJ Chandler Park

Lighting and Electrical Construction Observation Proposal

Clanton Project #23073

Clanton and Associates proposes to undertake Post Design Services related to lighting and electrical for the AJ Chandler Park project in Chandler, AZ.

The total estimated fees will be based on the following breakdown by phase:

Post Design Services	\$ 38,300
Total Labor	\$ 38,300
Expenses	\$ 1,800
Total Fee (Labor and Expenses)	\$ 40,100

Fees are billed hourly not to exceed the contract amount without prior approval. Invoicing will occur monthly based on hours worked.

Services shall include the following:

Post Design Services

- Up to four team meetings via web conference
- Additional electrical to Tumbleweed Tree Pole
- Review lighting equipment submittals (up to two reviews included)
- Review electrical equipment submittals (up to two reviews included)
- Respond to RFIs, up to 12 hours or 6 RFIs
- Up to one final site visit (2 people, 2 days)
 - Punch list items
 - Controls commissioning assistance to manufacturer start-up
- Punch List

Project Management

- Monthly invoices with progress reports
- Miscellaneous coordination

This scope of work is based upon normal project progress and within the time schedule agreed upon, without major redesign or change order work. Additional fees will be required if project timing is extended or project is put on hold and restarted at later date. If the project timing exceeds one year, additional services rates may increase.

AJ Chandler Park
Dig Studio

Page | 2

The scope is based on an email request for proposal from Dig to Clanton & Associates on 7/17/2025, and updated for additional electrical for Tumbleweed Tree Pole

Not included in this scope of work but is available for extra services:

- Additional site visits or meetings
- Additional submittal or RFI reviews
- Site Development Plan Submittals
- Coordination during bid phase
- Client presentations
- Mock-ups

Specific exclusions from this scope are as follows:

- Structural engineering
- Equipment procurement
- Commissioning

Client will supply Clanton and Associates with review materials and backgrounds in AutoCAD or Micro Station format. Reimbursable expenses shall include printing costs, overnight delivery and travel expenses associated with the project and shall be charged in addition to the compensation for professional services. Payment for services is expected within 30 days of invoice unless other arrangements are made in writing.

Additional services shall be charged per the rates in the attached Clanton & Associates Rates Table.

Work shall commence upon receipt of a signed copy of this agreement. This agreement is valid for 60 days.



CLANTON & ASSOCIATES

10/8/2025

DATE

DIG STUDIO

DATE

ADDITIONAL SERVICE AUTHORIZATION

ASA # 03

TO Elyse Cocco
FROM Brandon Sobiech
DATE 8/5/25
PROJECT Dr. A.J. Chandler Park Improvements
PROJECT NO 2450002762

DESCRIPTION OF ADDITIONAL SERVICE
Henderson Engineers, Inc. (Henderson) is not obligated to perform the stated additional services until it receives the Client's signed authorization.

This add service is for Post Design services the Dr. A.J. Chandler Park Improvements project.

In the Agreement for Professional Services document dated July 2, 2024 this line item is titled "Construction Administration" with a \$2,000 fee. This ASA is to encompass that part of Henderson's services, with the addition of a final punch site observation and report for mechanical and plumbing.

COMPENSATION FOR ADDITIONAL SERVICE
Construction Administration: \$2,800
Final Punch: \$1,540

\$ 4,340 TOTAL FEE FOR ADDITIONAL SERVICE

Submitted by:

Henderson Engineers, Inc.	Elyse Cocco, Practice Manager Printed Name & Title	8/5/2025 Date
---------------------------	---	------------------

By signing below, or by approving in an email, Client authorizes the additional services set forth herein and agrees to pay Henderson the additional fee set forth. The obligations under this Authorization shall be subject to the terms and conditions of any executed agreement between the parties for this Project.

Authorized by:

Client's Representative	Printed Name & Title	Date
-------------------------	----------------------	------



Brandon Sobiech, PLA, ASLA
Dig Studio
3003 North Central Ave., Suite 800
Phoenix, AZ 85012

August 1, 2025

Re: **AJ Chandler Park**
Traffic Engineering Post Design
Scope and Fee

24.07.03 REV3

Lōkahi, LLC (Lōkahi) is very excited to submit this scope and fees for post design work with Dig Studio on the AJ Chandler Park project for the City of Chandler (COC), located on both sides of Arizona Avenue between Boston Street and Buffalo Street, in the City of Chandler, Arizona. The scope of service and fees is based upon our understanding of the project from our conversations with you. Lōkahi will serve as a sub-consultant for the project to Dig Studio providing traffic engineering post design services.

Project Understanding

Lōkahi will provide professional traffic engineering services to Dig Studio to complete post design services for the AJ Chandler Park.

Summary of Fees for AJ Chandler Park:

Traffic Engineering Post Design Services

\$3,540.00

Please feel free to contact me with any questions that you may have regarding this proposal. We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jamie Ann K. Blakeman", with a long, flowing tail extending to the right.

Jamie Ann K. Blakeman, PE, PTOE
Principal
Lōkahi, LLC

Accepted Dig Studio:

Brandon Sobiech, PLA, ASLA
10555 N. 114th Street, Suite 105
Scottsdale, AZ 85259
480.536.7150
www.lokahigroup.com

Date





Scope of Services

AJ Chandler Park

August 1, 2025

Project Understanding

Lōkahi will provide professional Traffic Engineering Post Design to Dig Studio complete a mid-block crossing analysis and construction documents per alternative #1.

Scope of Services

Lōkahi understands tasks include:

Traffic Engineering Post Design

Task 3 – Post Design Services for HAWK Signal

Task 3.1 – Submittal Document Review, Shop Drawing Review

Lokahi shall provide submittal document review and shop drawing review services for HAWK design to Dig Studio during the post design task.

Deliverables include shop drawing package review with stamp indicating approval or requirement for resubmittal.

Task 3.1 – Coordination and Meetings

- Two (2) Team meetings with team and/or contractors are anticipated for reviews

Lōkahi shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of each of the Contractors, since these are solely the Contractor's responsibility.

Lōkahi staff will attend any additional meetings if requested. Time will be billed at the hourly rates.

If this general understanding is not correct or if additional time is needed beyond this Scope of Work, such services can be provided on an additional time and materials basis using the rates outlined below:

Project Manager	\$320.00/hour
Project Engineer Sr.	\$260.00/hour
Traffic Engineer	\$210.00/hour
Traffic Designer	\$185.00/hour





Derivation of Cost Proposal: Traffic Engineering and Landscape Services

Estimated Direct Labor & Rates

Classification	Man Hours	Total
Project Manager	0	\$0.00
Project Engineer Sr.	6	\$1,440.00
Traffic Engineer	10	\$2,100.00
Traffic Designer	0	\$0.00
Total	16	\$3,540.00

Subconsultants

All Traffic Data	Pedestrian and Bicycle data	\$0.00
------------------	-----------------------------	--------

Total Direct & Subconsultant Costs	\$3,540.00
------------------------------------	------------

Lokahi, LLC

A handwritten signature in black ink, appearing to read "Jamie Ann K. Blakeman".

Jamie Ann K. Blakeman, Principal



Dig Studio
AJ Chandler Park

REV3

Task		Project Manager	Project Engineer Sr.	Traffic Engineer	Traffic Designer	Total
Traffic Engineering and Landscape Services						
3.0	Post Design Services					
3.1	Submittal Reviews, Shop Drawing Review		4	8		12
3.2	Coordination, Meetings with Contractor		2	2		4
Total Project:			6	10		16

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A