



**PROFESSIONAL SERVICES AGREEMENT
POST-DESIGN SERVICES
TUMBLEWEED RANCH PHASES 1 AND 2
PROJECT NO. CA2301.271
Council Date: August 13, 2026**

THIS AGREEMENT ("Agreement") is made and entered into on the ____ day of _____, 2026, ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and Weddle Gilmore Architects, PLLC, an Arizona limited liability company, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide post-design services for Tumbleweed Ranch Phases 1 and 2 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 550 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 \$145,425 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:	Weddle Gilmore Architects, PLLC
	Mailing Address:	6916 E. 5 th Ave., Scottsdale, AZ 85251
	Physical Address:	6916 E. 5 th Ave., Scottsdale, AZ 85251
	Statutory Agent Name:	Philip Weddle
	Statutory Agent Mailing Address:	6916 E. 5 th Ave., Scottsdale, AZ 85251
	Statutory Agent Physical Address:	6916 E. 5 th Ave., Scottsdale, AZ 85251
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Phillip Weddle
	Title:	Principal Architect
	Phone:	480-517-5055
	Email:	pweddle@weddlegilmore.com

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final Agreement payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its Agreements with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the accuracy of all cost and pricing data. City reserves the right to decrease Agreement price or payments made on this Agreement or request reimbursement from Consultant following final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of

this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

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

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

5.5 Indemnification. To the extent permitted by law, the Consultant ("Indemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("Indemnitee") from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful,

negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify Indemnatee from and against any and all Claims, except those arising solely from Indemnatee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against Indemnatee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

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

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

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

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

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any

damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

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

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

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

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

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

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

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

Party.

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

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

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

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

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

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

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section, of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice

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

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

of this Section may result in immediate termination of this Agreement without notice.

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E - Subconsultant Documents with Consultant (if applicable)

Exhibit F - Federal Requirements (if applicable)

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

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

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

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-

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

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

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

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

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

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

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

"CITY"
CITY OF CHANDLER

"CONSULTANT"
WEDDLE GILMORE ARCHITECTS, PLLC

Mayor

Phillip Weddle July 13, 2026
Signature Date

RECOMMENDED BY:

Daniel Haskins July 13, 2026
Daniel Haskins, P.E.
CIP City Engineer

Phillip Weddle
Print Name

Principal Architect
Title

pweddle@weddlegilmore.com
Signer Email Address

APPROVED AS TO FORM:

City Attorney 

ATTEST:

City Clerk Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE



EXHIBIT "A"

POST DESIGN SCOPE OF SERVICES

Project Descriptions

Post Design services for Tumbleweed Ranch **CA2301.201** Improvements. Services include pre-construction assistance as well as architecture and engineering design services during construction to address issues and/or specialized technical products regarding the **Architect of Record**; and preparation of as-built record drawings.

Project Tasks

1. PRE-CONSTRUCTION ASSISTANCE

A. Task 1.1 Preconstruction Assistance

- i. Consultant must attend the pre-construction meeting.
- ii. Assist CITY with the review and improvements on contractor's CPM schedule, and contractor's schedule of values, and make recommendations regarding approval.

2. ENGINEERING & ARCHITECTURAL DESIGN SERVICES DURING CONSTRUCTION

A. Task 2.1 Attend Construction Meetings, as needed

- i. Consultant must attend construction meetings, as needed. Consultant assumes attendance of twenty-four (24) online bi-weekly construction meetings.

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

- i. Consultant must review, evaluate, and respond to any contractor Request for Information (RFI's) forwarded by the CM Firm for design review. Consultant assumes a maximum of eighty (80) RFI responses.
- ii. Consultant shall review contractor's value engineering suggestions and make recommendations.
- iii. Consultant shall prepare ASI's for project revisions required to address City project modifications.

C. Task 2.3 Respond to Shop Drawing Submittals, as needed

- i. Consultant must review, evaluate, and respond to any contractor Shop Drawing and Product Submittals forwarded by the CM Firm for design review. Consultant assumes a maximum of eighty (80) reviews including architectural, landscape architecture, civil, structural, and MEP engineering.
- ii. Consultant shall review, evaluate, and respond to contractor's field samples and mockup work.

D. Task 2.4 Field Inspections and Field Meetings, as needed

- i. Consultant shall perform site visits as requested during construction. During these visits, produce 'field reports' documenting progress and issues. This effort does not include and is independent of special inspections. Consultant assumes a maximum site visits and field meetings as noted below:



- Architect (20 site visits max. plus substantial completion & final inspections)
 - Landscape Architect (8 site visits maximum)
 - Civil Engineer (5 site visits maximum)
 - Electrical Engineer (2 site visits maximum)
 - Structural Engineer – Special Inspection Allowance (allowance for up to 24 structural special inspections at \$350 per site visit)
- ii. Consultant shall attend an inspection with the City to determine if the project is substantially complete. Substantial completion inspection is to determine if the work is completed to the standard required by the contract documents. Prepare a preliminary punch list and provide to City; attend final inspection with the City to develop final punch list.; and attend final reinspection.

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 the City permit counter.

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.

PRODUCTION ASSIGNMENTS

- 1. Prime Design Consultant: Weddle Gilmore Architects
Principal Architect: Philip Weddle, FAIA
Project Manager: Jeff DeHaven
- 2. Landscape Architect: Colwell Shelor Landscape Architecture
Principal Landscape Architect: Allison Colwell, FASLA
- 3. Civil Engineer: Huitt-Zollars, Inc.
Principal Civil Engineer: Lisa Nelson
- 4. Structural Engineer: Bakkum Noelke Structural Engineers
Principal Structural Engineer: Greg Bakkum
- 5. Electrical Engineer: Woodward Engineering
Principal Electrical Engineer: Doug Woodward

EXHIBIT "B"
COMPENSATION AND FEES



EXHIBIT B-1

Tumbleweed Ranch Improvements

CA2301.201

Post Design Services

Wednesday, April 8, 2026

Lump Sum Cost Per Task

TASK DESCRIPTION		SUBTOTAL	
Task 1.0 Pre-Construction Assistance		\$	1,515
1.1	Pre-Construction Assistance	\$	1,515
Task 2.0 Engineering & Architecture Services during Construction		\$	68,940
2.1	Biweekly Construction Meetings	\$	7,860
2.2	Respond to RFI's	\$	19,740
2.3	Respond to Shop Drawings & Submittals	\$	19,740
2.4	Field Inspections & Field Meetings	\$	21,600
Task 3.0 Record Drawings		\$	10,270
3.1	Prepare Record Drawings	\$	10,270
Sub-Consultant Allowances		\$	57,700
	Civil Engineering - Construction Admin.(Huitt-Zollars)	\$	18,900
	Civil Engineering - Record Drawings (Huitt-Zollars)	\$	6,100
	Landscape Arch. - Construction Admin. (Colwell Shelor)	\$	16,250
	Structural Eng. - Construction Admin.(Bakkum Noelke)	\$	4,000
	Structural Eng. - Special Inspections (Bakkum Noelke)	\$	8,400
	Electrical Eng. - Construction Admin. (Woodward Eng.)	\$	4,050
Allowances		\$	7,000
	Direct Expense Allowance	\$	2,000
	Owner's Allowance	\$	5,000
TOTAL COST:		\$	145,425

**EXHIBIT B-2**

Tumbleweed Ranch Improvements

CA2301.201

Post Design Services

Wednesday, April 8, 2026

Hours and Rates

Task No.	Task Description	Principal Architect Philip Weddle	Project Manager Jeff DeHaven	Designer II D. Hermosillo	Admin. K. Hunt	Project Role
		\$ 205	\$ 150	\$ 115	\$ 85	Hourly Rates
						Total Hours Per Task
Task 1.0 Pre-Construction Assistance		3	6	0	0	9
1.1	Pre-Constructon Assistance	3	6	0	0	
Task 2.0 Eng. & Arch. Services during Construction		66	276	110	16	468
2.1	Biweekly Construction Meetings	12	36	0	0	
2.2	Respond to RFI's	12	80	40	8	
2.3	Respond to Shop Drawings & Submittals	12	80	40	8	
2.4	Field Inspections & Field Meetings	30	80	30	0	
Task 3.0 Record Documents		4	40	30	0	74
3.1	Prepare Record Drawings	4	40	30	0	

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

Fire Protection Systems:

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

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

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



**AMENDMENT TO AN AGREEMENT
AUTHORIZATION # 2
FOR ADDITIONAL SERVICES**

Date: April 7, 2026
Client: Weddle Gilmore Architects
Project: Tumbleweed Ranch
HZI Job No. R317418.01
Services Requested By: Weddle Gilmore Architects

Client hereby authorizes Huitt-Zollars, Inc.(HZI) to perform the following Additional Services as described below. It is understood and agreed that this authorization is an Amendment to the original Agreement between Client and Huitt-Zollars, Inc. dated 08/21/24 and incorporates by reference the terms and conditions of said Agreement.

Scope for Additional Services:

During the construction phase for project Phases 1 and 2, our civil engineer and construction observation staff will be available as requested during construction to review materials, respond to RFI's, make site visits and answer questions. Mileage will be billed under the original contract and phase for Reimbursable Expenses. Huitt-Zollars shall perform the following scope items not included in original contract:

7.0 Construction Services

7.1 Shop Drawings

Review submittals and shop drawings within two weeks of receipt of the item to determine compliance with the site grading and drainage, site water and sewer construction documents. This does not include structural reviews. Anticipated civil submittals include:

- Concrete design mixes
- Asphalt mixes
- Storm drain/irrigation main materials
- Water and sewer materials

7.2 RFIs

Respond to Contractor's questions for grading, drainage, water, sewer, and irrigation main RFI's. HZI will issue necessary interpretations and clarifications of the civil contract documents.

7.3 Pre-Construction Coordination: Attend one (1) in-person pre-construction conference.

7.4 Site Visits

Attend jobsite meetings, as requested, for the coordination of civil grading, drainage, erosion control water, sewer, and irrigation construction items. A total of four (4) meetings are included in our estimate for the post design phase.



7.5 Construction Observation

Field observation will be conducted as requested by the Client. Site field inspections and associated reports will be prepared to document general conformance with the contract documents. A total of five (5) site inspections are included in our estimate for the post design phase.

8.0 Record Drawings

8.1 Record Drawings

This scope of work includes an engineering review of Contractor as-builts for civil improvements shown in Phase 1 and Phase 2 Tumbleweed Ranch Civil On-Site Improvement Plans prepared by Huitt-Zollars, Inc. The intent of the review is to verify that the as-built data provided satisfies the intent of the design. Construction staking and as-built plan preparation are not part of this scope of work. If HZI survey crews are required to verify data provided by the Contractor, this work will be a separate scope and fee.

Additional Services (if requested)

The following services can be added as an additional service upon request:

- Part-time or resident observation services
- Construction staking or layout
- Preparation of design revisions or change orders
- Independent quantity measurements
- Claims support or dispute resolution
- Extended observation beyond the planned construction duration
- Substantial Completion and Project Close out
 - Punch lists
 - Verification of completed punch lists
 - Written recommendation for final acceptance.

Assumptions and Limitations

- Construction observation will be performed on a requested basis; continuous inspection/observation is excluded unless specifically authorized. This may result in an additional service.
- The Engineer does not have control over or responsibility for the means, methods, techniques, sequences, or procedures of construction
- The Engineer is not responsible for construction safety, site conditions, or Contractor compliance with OSHA or other safety regulations
- The Engineer is not responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents
- Construction observation does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract Documents



Phase	Description	Original Contract	Amendment #2	Amended Contract Total	Billing Terms
7.0	Construction Services	\$0	\$18,900.00	\$18,900.00	LS
8.0	Record Drawings	\$0	\$6,100.00	\$6,100.00	LS
Amendment #2 Total =				\$25,000.00	
Amendment #1 Total =				\$7,500.00	
Original Contract Amount =				\$99,500.00	
Amended Contract Total =				\$132,000.00	

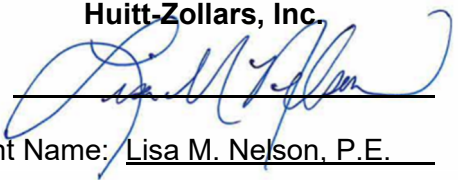
Compensation for Additional Services shall be:

Additional services will be completed on a lump sum basis for the sum of \$25,000 Lump Sum.

The parties have caused this Amendment to be executed as of the dates written below.

Huitt-Zollars, Inc.

Client

By: 

By: _____

Print Name: Lisa M. Nelson, P.E.

Print Name: _____

Title: Vice President

Title: _____

Date: 04/07/26

Date: _____

COLWELL SHELOR LANDSCAPE ARCHITECTURE

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

April 3, 2026

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

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

Dear Philip,

COLWELL SHELOR is pleased to present this proposal for Landscape Architectural design services for post design services for the park that will be under construction starting in the 3Q of 2026. Our role as the Landscape Architects for the project will include services as outlined in this proposal.

PROJECT UNDERSTANDING

Phase 1 and phase 2 as depicted on the Construction Documents will be constructed concurrently as a single phase for an anticipated 10 month time period.

SCOPE OF SERVICES:

TASK 1: CONSTRUCTION PHASE SERVICES

The Landscape Architect will perform the following services during the construction phase of the landscape architecture elements of the project. The Landscape Architect shall visit the project site for the purpose of observing the Contractor's installation progress, and to confirm that the intent of the plans is being followed. Although we may observe and discuss potential problems, these visits are not construction inspections or a guarantee that there will not be construction deficiencies. We shall not have control over and shall not be responsible for construction means, methods, techniques, or safety precautions.

The Landscape Architect shall have authority to reject Work which does not conform to the Construction Documents and will have authority to require additional inspection or testing of the work whenever, in our reasonable opinion, it is necessary or advisable for the implementation of the Construction Documents.

Scope of Work Summary / Deliverables:

- 1.1 Attend one (1) preconstruction meeting.
- 1.2 Preparation of Addenda or Substitutions, as required.
- 1.3 Drawing Clarifications; Responses to Contractor's reasonable requests for information (RFI's).
- 1.4 Review shop drawing submittals (landscape architecture submittals only).
- 1.5 Meetings
 - a. The Landscape Architect will attend approximately (8) eight AOC meetings in person or via teleconference as required for landscape related issues.
 - b. The Architect will attend internal meetings via teleconference as required for landscape related issues.
- 1.6 Site Visits/Review
 - a. Landscape Architect will visit the site during construction. It is anticipated that there will be approximately (7) seven site visits will be required.
 - b. Prepare observation reports for the contractor.
- 1.7 Review of record drawings (prepared by others).
- 1.8 Punchlist 1/ ea. by Landscape Architect and Irrigation Engineer.
- 1.9 Plant Selection / Tree Tagging

April 3, 2026
Page 2 of 3

- a. Select specimen plant material for the project. Two (2) visits to nurseries within metro-Phoenix area for the purpose of selecting and tagging mature tree specimen and accent plant material for the project. Additional nursery visits will be billed per our hourly rate schedule.
- b. Review plant inventory via photographs per Specifications.
- c. Review plant deliveries to determine they meet Specifications.

TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

- Boundary/Topographic survey of the site including the right of way fronting the site prepared by a Professional Land Surveyor retained by the Client. The survey shall be provided in both electronic (AutoCAD) and as hard copies, signed and sealed by a professional land surveyor. The survey shall include all surface structure, utility structures with inverts, landscape, and hardscape features.

April 3, 2026

Page 3 of 3

- Scaled Drawing of architectural site plan in relation to property boundaries, provided in AutoCAD "dwg" computer file format and hard copy.
- Access to the site
- All required geotechnical reports and recommendations.

SCHEDULE:

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

FEES AND EXPENSES:

The Landscape Architect will perform the services in Task 1 for the fees below, broken out as requested. Additional site visits over and above the seven (7) included are listed as an optional additional service.

TASK 1 CONSTRUCTION PHASE SERVICES \$16,250.00

OPTIONAL ADDITIONAL SERVICES:

Additional site visits and reports \$ 700/ea.

ANTICIPATED REIMBURSABLE ALLOWANCE: \$ 500

SCHEDULE OF HOURLY RATES:

Principal/Landscape Architect: \$225.00

Project Landscape Architect: \$200.00

Project Manager: \$175.00

Designer/Technical \$150.00

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

Respectfully submitted,



Allison Colwell, FASLA, LEED AP

Principal

COLWELL SHELOR, LLC

Proposal Accepted and Authorization to Proceed

By: _____ Date: _____

Philip Weddle or Authorized Representative



**ADDITIONAL SERVICES CONTRACT
FOR
STRUCTURAL ENGINEERING SERVICES**

CONTRACT

This Contract has been made this 19th day of February, 2026:

BETWEEN the Structural Engineer: **BAKKUM NOELKE ENGINEERS**
2525 E. Arizona Biltmore Circle, Suite D-240
Phoenix, Arizona 85016

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

For the following project: **The Ranch at Tumbleweed Park**
Construction Administration and Special Structural Observations
2250 S. McQueen Road
Chandler, Arizona

bn job no. 24-343.1

SCOPE OF SERVICES: Provide Construction Administration and Special Structural Observation services during construction of The Ranch at Tumbleweed Park Phase 1 and 2. Project criteria are as follow:

- Construction Administration to include shop drawing review, responses to contractor RFI's and interpretation of drawings.

This represents additional services not planned for under the original scope of work (bn proposal 24-200).

BASIS OF COMPENSATION

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

- Construction Administration: \$4,000.00
- Special Structural Observations: \$8,400.00 (24 visits @ \$350.00/visit)

* Special Structural Observations are estimates only, based on prior experience of similar projects. All observation requests are billed at a rate of \$350 per visit between 5:00 a.m.-5:00 p.m. and \$450 per visit between 5:00 p.m. and 5:00 a.m. You will be billed only for those visits that are used. You will be responsible for all fees associated with these requests including those over and above the estimated amount. Flat visit rate includes travel expenses and up to three (3) hours on site. Inspections requiring more than three (3) hours on site will be billed at an hourly rate for additional time.

Page 2

Contract no. 24-343

February 19, 2026

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

HOURLY RATES

Principal	\$250/hr.
Senior Engineer	\$190/hr.
Structural Designer	\$150/hr.
Structural Observer	\$110/hr.
Draftsperson/CAD	\$100/hr.
Clerical	\$75/hr.

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

PAYMENT PROVISIONS. All invoices are due upon presentation. Unless specifically noted, all monies received will be applied to the oldest invoice on account. Interest will begin after thirty (30) days and accrue at a rate of 1 ½% per month compounded monthly. Client is responsible for full amount whether collected or not. Final inspections will not be released until the job account is current. Modifications to our invoices will be charged on an hourly basis. If client requires a Purchase Order number on our invoice, it must be provided along with this signed Proposal. If a Purchase Order is not provided, we are not responsible for its presentation on our invoices.

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

OTHER CONDITIONS OR SERVICES

Special Structural Observations and Site Visits are not included unless specifically noted in the Scope of Services and is then only an estimate. If the number of estimated visits is exceeded, additional observations will be considered additional services and billed at a rate of \$350.00 per visit between 5:00 a.m.-5:00 p.m. and \$450.00 per visit between 5:00 p.m.-5:00 a.m. for local projects. Bakkum-Noelke Engineers will strive to meet all schedules with as complete a set of drawings as possible. However, we can only be as complete as the information provided to us on a timely basis. Therefore, the project should carry a minimum 3% contingency for potential coordination and value-added items. Bakkum-Noelke Engineers liability is limited to the amount of our fee. It is recommended that the site and building construction document packages not be issued for bids or final bids taken until municipal plan check first review comments, Owner's comments and Architect's quality assurance review comments have been incorporated into the construction documents. If documents are bid prior to this phase, owner assumes risks for change order costs.

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

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

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

Page 3

Contract no. 24-343

February 19, 2026

**ACCEPTED FOR:
BAKKUM NOELKE ENGINEERS**

A handwritten signature in black ink, appearing to read 'GB', is written over the printed name and title.

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

**ACCEPTED FOR:
WEDDLE GILMORE ARCHITECTS**

BY: _____

TITLE: _____

DATE: _____

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

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A