

CITY OF EL MIRAGE
PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT is made and entered into this 6th day of October 2020, by and between the City of El Mirage, an Arizona municipal corporation (“City”), and bo ARCH L.L.C. an Arizona corporation (“Consultant”).

RECITALS

- A. The City of El Mirage is authorized and empowered by provisions of the City Code to execute contracts for professional services by and through its City Manager;
- B. The City desires to contract for Consultant to provide design services and construction documents for the library remodel/relocation (“Services”) as described in the attached scope of work (Exhibit “A”) in accordance with the terms of this Contract;
- C. Consultant is duly qualified to perform the requested Services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations set for herein, the parties hereto agree as follows:

1.1 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Consultant shall act under the authority and approval of the Contract Administrator for the City to provide the Services required by this Contract. The Contract Administrator for the City shall be Jorge Gastelum, Community Development Director/City Engineer, or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Consultant in accessing the organization, audit billings, and approve payments. The Consultant shall channel reports and special requests through the Contract Administrator. City reserves the right to change the Contract Administrator for the City without prior approval of the Consultant.

1.2 SERVICE DESCRIPTION

Consultant shall provide the Services described in Exhibit “A.” All work will be reviewed, evaluated, approved, and monitored by the Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Consultant of any liability for improper, negligent or inadequate services rendered pursuant to this Contract. Consultant shall provide all work necessary to assure the Services are completed in a timely and efficient manner consistent with service requirements, including, but not limited to, working in close interaction with, and interfacing with, City and its designated employees, and working closely with others, including other consultants or contractors retained by City.

1.3 DOCUMENTATION AND DATA

All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be, and remain the property of, the City and are to be delivered to the Contract Administrator before final payment is made to the Consultant.

2.1 FEE SCHEDULE, RECORDS, AUDIT RIGHTS

The fee Consultant shall be paid for all Services provided pursuant to the terms of this Contract, inclusive of all expenses under this Contract, shall not exceed One Hundred Sixty-Six Thousand Two Hundred Thirty Dollars (\$166,230.00).

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Consultant on a monthly basis. Consultant shall maintain all books, paper documents, accounting records and other evidence pertaining to such monthly billings and shall make such materials available at all reasonable times to the Contract Administrator. Monthly billings shall be accompanied by such documentation as the Contract Administrator may require to make a determination of work performed and payment due.

Consultant's records (hard copy, as well as computer readable data) and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of its payees pursuant to the execution of the Contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Consultant's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Consultant shall require all subconsultants, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Consultant and payee. Such requirements will also apply to any and all subconsultants.

If any audit in accordance with this article discloses overcharges of any nature by the Consultant to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Consultant. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Consultant's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Consultant.

2.2 ADDITIONAL SERVICES; PRICE ADJUSTMENT

The total Scope of Work to be performed by Consultant in accordance with this Contract is set forth herein and in Exhibit "A." Services not included in this Contract, including Exhibit "A," will be considered Additional Services. Consultant shall not perform any Additional Services without written authorization from the City. It shall be presumed that all Services performed/provided by Consultant were included in the Contract and contemplated by Consultant as being part of the original Scope of Work and the fees set forth herein, unless such Services have been separately approved by the City, in writing, as Additional Services. Consultant shall not be paid for any Additional Services that are not authorized by the City in writing.

2.3 OWNERSHIP

Upon receipt of payment for Services, Consultant grants to City, and shall cause its subconsultants to grant to City, the exclusive ownership of any and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, and other intellectual work product as may be applicable ("Work Product"). This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form. Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests. City may reuse the Work Product at its sole discretion. In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product. In such case, City will also remove any title block from the Work Product.

3.1 TERM AND EXTENSION

This Contract shall be in full force and effect only when approved and signed by City's City Manager as attested by the City Clerk. This Contract begins on the Effective Date. All work shall be completed by August 31, 2021.

In the event the work cannot be completed within the time specified, the Contract Administrator may approve a change order extending the time for completion of the work when Contract Administrator determines it is in the best interest of the City for such period as the Contract Administrator deems reasonable. A modification for a time extension for completion of the work pursuant to this subparagraph shall not entitle Consultant to additional compensation.

3.2 TERMINATION

3.2.1 Termination for Cause

The City has the right to terminate this Contract for cause in the event Consultant materially breaches any provision of this Contract or portion of the Services and fails to remedy the breach within five (5) business days of notification of the breach, if the breach is remedial. If Consultant fails to remedy the breach or if the breach is not remedial, City may terminate this Contract for cause immediately upon written notice to Consultant. In the event the City terminates this Contract or any part of the Services as herein provided pursuant to this Section 3.2.1, the City shall notify the Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all work under this Contract.

Upon termination for cause, Consultant shall immediately deliver to the City all drawings, research, data, studies, reports, estimates and any and all other documents or work product generated by the Consultant under the Contract, together with all unused material supplied by the City. Consultant shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

In the event of termination for cause, Consultant shall only be compensated a portion of the agreed upon fee for such portion of the work that City agrees, in its sole discretion to accept. City shall have no obligation to accept any portion of Consultant's work if the contract is terminated for cause, and shall have no obligation to pay Consultant for any

portion of the work, if any, not accepted by City.

If the Consultant materially fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant violates any of the covenants, agreements, or stipulations of this Contract, the City may withhold from payment due to the Consultant such amounts as are necessary to protect the City's position for the purpose of set-off until such time as the exact amount of damages can be determined.

3.2.2. Termination for Convenience

The City has the right to terminate this Contract for convenience or to abandon any portion of the work for which Services have not been performed by the Consultant. In the event the City terminates this Contract or any part of the Services as herein provided pursuant to this Section 3.2.2, the City shall notify the Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all work under this Contract.

Upon such termination for convenience or abandonment, the Consultant shall immediately deliver to the City all drawings, research, data, studies, reports, estimates and any and all other documents or work product generated by the Consultant under the Contract, together with all unused material supplied by the City. Consultant shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

The Consultant shall receive as compensation in full for Services performed to the date of such termination or abandonment, a fee for the percentage of Services actually completed and accepted by the City. This fee shall be in an amount to be mutually agreed upon by the Consultant and the City, based upon the scope of work set forth in Exhibit "A" and the payment schedule set forth in Article 2, hereof. If mutual agreement cannot be reached after reasonable negotiation, the Contract Administrator shall determine the percentage of satisfactory completion of each task set forth in the scope of work contained in Exhibit "A" and the amount of compensation Consultant is entitled to for such work and the Contract Administrator's determination in this regard shall be final. The City shall make such final payment within sixty (60) days after the Consultant has delivered the last of the partially completed items.

3.3 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice, pursuant to Section 3.2, Termination, of this Contract to the Consultant at least thirty (30) days prior to the end of its current fiscal period and will pay to the Consultant all approved charges incurred through the end of such period.

The City's fiscal year begins July 1st and ends June 30th each calendar year. The City may make payment for Services rendered or costs encumbered only during a fiscal year and for a period of sixty (60) days immediately following the close of the fiscal year, under the provisions of Arizona Revised Statutes § 42-17108. Therefore, Consultant must submit billings for Services performed or costs incurred prior to the close of a fiscal year within forty-five (45) days to allow payment within this period.

4.1 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona. Any action brought to interpret or enforce any provision of this Contract that cannot be administratively resolved, or otherwise related to or arising from this Contract, shall be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

4.3 COMPLIANCE WITH LAWS

Consultant shall comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Contract. If a subsequently enacted law imposes substantial additional costs on Consultant, a request for an amendment may be submitted pursuant to this Contract.

4.4 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.5 ASSIGNMENT

Services covered under this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator.

4.6 SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon Consultant, its successors and assigns, including any individual, company, partnership or other entity with or into which Consultant shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Consultant shall sell its assets.

4.7 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party may be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses determined by the court sitting without a jury or arbitration board, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment or by arbitration award.

4.8 INDEPENDENT CONTRACTOR

The Services Consultant provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee or agent of the City. The City will report the value paid

4.12 TAXES

Consultant shall be solely responsible for any and all tax obligations which may result out of the Consultant's performance of this Contract. The City shall have no obligation to pay any amounts for taxes of any type incurred by the Consultant.

4.13 ADVERTISING AND PROMOTION

Consultant shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Contract, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law or judicial or regulatory process. The name of any site on which Services are performed shall not be used in any advertising or other promotional context by Consultant without the prior written consent of the City.

4.14 COUNTERPARTS

This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.15 CAPTIONS

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.16 SUBCONSULTANTS

During the performance of the Contract, the Consultant may engage such additional subconsultants as may be required for the timely completion of this Contract. The addition of any subconsultants shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant.

4.17 INDEMNIFICATION

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors and employees (collectively, City) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Contract and that of its subcontractors or anyone for whom the Consultant is legally liable.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subcontractors (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the City's negligent acts in connection with the Services and the acts of its contractors, subcontractors or consultants or anyone for whom the City is legally liable.

Neither the City nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

4.18 INSURANCE

The Consultant shall secure and maintain at all times that this Contract is in effect, insurance coverage which shall include statutory workers' compensation, comprehensive general and automobile liability, owner's and Consultant's protective liability insurance and errors and omissions professional liability. The comprehensive general and automobile liability limits shall be no less than one million dollars (\$1,000,000) combined single limit. The owner's and Consultant's protective liability limits shall be no less than one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) policy aggregate naming the City as an additional insured. The minimum amounts of coverage for Consultant's professional liability shall be one million dollars (\$1,000,000). In other than errors and omissions professional liability, City's and Consultant's protective liability and worker's compensation, the City of El Mirage shall be named as an additional insured.

All insurance coverage shall be written through a carrier licensed in Arizona, or an approved non-admitted list of carriers published by the Arizona Department of Insurance, and possessing an A.M. Best rating of at least A- or above with policies and forms satisfactory to the City.

The Consultant shall submit to the City a certificate of insurance evidencing the coverage and limits stated in the foregoing paragraph within ten (10) days of award of this Contract. City shall not issue a "Notice to Proceed" until after Consultant has submitted the certificate of insurance to City. Insurance evidenced by the certificate shall not expire or be canceled or materially changed without thirty (30) days prior written notice to the City, and a statement to that effect must appear on the face of the certificate and the certificate shall be signed by a person authorized to bind the insurer.

The insurance policies, except Workers' Compensation required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

4.19 FEDERAL AND STATE EMPLOYMENT IMMIGRATION LAWS

To the extent applicable under A.R.S. § 41-4401, Consultant warrants its and its subconsultants' compliance with all federal immigration laws and regulations that relate to their compliance with the E-verify requirements under A.R.S. § 23-214(A). Consultant's or its subconsultants' breach of the above-mentioned warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the City. The City retains the legal right to randomly inspect the papers and records of Consultant and its subconsultants to ensure that the Consultant and its subconsultants are complying with the above-mentioned warranty.

The Consultant warrants to keep the papers and records open for random inspection during normal business hours by the City. The Consultant shall cooperate with the City's random inspections including granting the City entry rights to Consultant's property to perform the random inspections and waiving its right to keep such papers and records confidential. The failure of Consultant to comply with this warranty regarding the keeping of papers and records and cooperating with City's random inspections shall constitute a material breach of the Contract and the City will have the right to immediately terminate the Contract.

4.20 BOYCOTT OF ISRAEL

Consultant certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a boycott of Israel as set forth in ARIZ. REV. STAT. § 35-393 and § 35-

393.01

4.21 SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

CITY OF EL MIRAGE

CONSULTANT: bo ARCH L.L.C.

By: J. Crystal Dyches
Its: City Manager

By: _____
Print Name

By: _____
Signature

Its _____
Title

ATTEST:

Sharon Antes, City Clerk

APPROVED AS TO FORM:

Justin Pierce, City Attorney

EXHIBIT "A"



September 24, 2020

Jorge Gastelum, P.E.
Community Development Director/City Engineer
City of El Mirage
10000 N. El Mirage
El Mirage, AZ 85335

RE: **Proposal for Full Architectural Design Services
Preliminary thru Construction Documents**

Mr. Gastelum:

We appreciate the recent opportunity to discuss the overall scope of the project. We are pleased to present our proposal of professional full Architectural Design services for the adaptive reuse of existing 5000 SF building, located at 13513 N. El Mirage Rd., to house a Library for Maricopa County. We understand the significance this undertaking represents to the City of El Mirage and Maricopa County Library District. Here within is our proposal for professional services associated with the subject project.

Fee Proposal: Not-To-Exceed \$166,230.00

We are prepared to offer our professional services in the amount of **\$166,230.00 (One Hundred Seventy-six thousand, Two Hundred Thirty dollars)**, inclusive of reimbursables. Please see attached documents delineating our project understanding, scope of work/services and probable manhours.

We are confident that **bo ARCH L.L.C.** can render all required services in their entirety to your satisfaction, upon receipt of a purchase order number we can commence with our services. Feel free to contact me should you need further clarification or have any questions. We look forward to working with you on this project.

Sincerely,
bo ARCH L. L. C.

**David A Bosak Sr., AIA, LEED AP
Managing Partner**

Director of Program/Construction Management | Principal Architect

Authorization and Acknowledgement:

If the services and fee described are acceptable, please sign and return a copy.

Acceptance: David A. Bosak Sr.
David Bosak, Managing Partner, bo ARCH LLC.

September 24, 2020
Dated

Acceptance: _____
Jorge Gastelum, P.E. City of El Mirage

Dated

- Attachments: Project Understanding
Task Summaries
Probable Manpower Schedule
Standard terms and Conditions
Consultant quotes

PROJECT UNDERSTANDING



Project:

1. Adaptive reuse of existing 5000 SF building, located at 13513 N. El Mirage Rd., to house a Library for Maricopa County Library District
2. The interior finishes, fixtures and equipment will be funded by the City of El mirage separately
3. It is anticipated that a separate contract will be entered into at a later date for construction administration associated with the project.

Stakeholders:

1. The City of El Mirage
2. Maricopa County Library District
3. Neighboring businesses, homeowners and adjacent school

Delivery Method:

1. Construction Management At Risk

Assumptions:

1. We have assumed (5) meetings during design plus time for preparation, agenda, travel, and minutes.

Client Provided:

1. As-builts of facility
2. Geotechnical Investigation
3. Asbestos Survey of existing building by CMAR
4. Private Utility locating service to assist in locating utility tie-ins
5. At completion of the design development phase, the Client will "sign-off" indicating that all stakeholders have accepted the Project design. Any changes resulting after sign-off may be subject to Supplemental services.

Scope of Work:

1. As outlined in Feasibility Study dated March 4 2020.
2. In Summary: We anticipate the project to consist of a reconfiguration of the main entry for a lobby with reception desk, sufficient restrooms to meet code requirements, administrative offices, storage, ample space for computers, stacks, furniture and tables and a children's section. The site work will entail rework of the parking lot, play court, addition of parking lot lighting, removal of concrete driveways, wet tap for a fire sprinkler system and an addition of a CMU trash enclosure. The exterior will be modernized as reflected in preliminary rendering.

Scope of Professional Services: Required services are outlined in detail in attached Task Summaries document

1. Limited to architectural, structural, mechanical, electrical, plumbing and civil engineering.
2. Topo Survey
3. Conceptual Design
4. 30% Schematic Design including conducting design kickoff meeting, data gathering, evaluating the existing conditions
5. 60% Design Development including architectural and engineering plans, quality checking and value engineering
6. 95% Construction Documents including architectural and engineering plans and details, cost estimate, specifications, and quality checking

7. Cost Estimating services
8. Regulatory Process submittal to the City of El Mirage
9. Final construction plans, specifications and cost estimate

Supplemental Service available as deemed necessary by the Client:

1. Change in the Primary Scope of Work as requested by the City
2. Additional City requested changes after approval of design development documents
3. Revisions to the drawings on account of additional funding
4. Additional City requested meetings beyond those specified
5. Structural, & Special Structural Inspections as required by the governing authority by CMAR
6. Construction administration to include pre-construction conference, construction observation, review of submittals, change order review, reviewing progress payments, preparing ASIs and PRs, Project close-out
7. Prepare record drawings

Exclusions:

1. Fire Sprinkler System is a deferred submittal by CMAR and Not-in-Scope
2. Landscape Architect Design Services
3. Development of Front end Documents
4. Development of an Owner/Contractor Contract
5. Bidding services will include managing and conducting the pre-bid conference and addressing questions from bidders, evaluating and tabulating bids and preparing recommendation of award.
6. Material Testing
7. Furniture Fixtures and Equipment Selection or Assistance

Deliverables:

1. Program | Conceptual Design Drawings
2. 30% Schematic Design Drawings | Order of Magnitude Cost
3. 60% Design Development Drawings | Review of 60% GMP
4. 95% Construction Document Drawings for Building Plan Review | Review of 95% GMP
5. 100% Final Submittal, Drawings and Specifications | Final Estimate Full size set of drawing and specs and electronic copy

Budget:

1. Construction Budget is \$1.5M
2. For CMAR projects, the GC should be brought on at completion of Schematic Drawings to provide guidance on cost efficient material selections, Structural recommendations and Mechanical and Electrical system analysis. We anticipate CMAR will prepare 60% estimate and provide future direction in maintaining Clients budget and avoid Value engineering at 90% CD. GC will perform final cost analysis. GC should perform in conjunction with the Architect a constructability | Bidability review of the 95% Documents. bo ARCH will validate GCs GMP.

Schedule: (We have included time for Owner reviews). The consultants shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

1. Preliminary Schedule - Dates subject to change	<u>Calendar target Dates</u>
Notice to Proceed for Project	Week 0
Visits to Maricopa County Libraries	Week 1
As Builts/Base Plans	Week 3
Preliminary Design	Week 5
*City Review meeting/Programing sign-off	Week 7
CMAR RFQ by City	Week 10

Schematic Design 30%	Week 12
Schematic Cost Estimate	Week 13
*City Review Meeting/Schematic/Cost Review and sign-off	Week 14
Design Development 60%	Week 18
Review of CMAR 60% GMP	Week 20
*City Review Meeting/Design Development Sign-off/VE	Week 21
Construction Documents 95%	Week 24
Constructability Review	
Review of 95% CMAR GMP	Week 27
*City Review Meeting/Value Engineering	Week 28
Submittal for Permit	Week 32
1st Plan review comments received	Week 34
Submit for 2 nd plan review	Week 36
2nd Plan review comments received	Week 38
Submit for 3rd plan review	Week 40
Construction Documents 100%	Week 40
Finalize CMAR GMP	Week 41
*City Review Meeting/Review of CMAR Quas	Week 42
Building permit received	Week 44

Fee:

1. Our Manpower loading Schedule is attached, with the associated hours broken down by Task

TASK SUMMARIES



TASK 1.0 PROGRESS MEETINGS

Meeting time includes, preparation, agenda, travel and minutes

Subtask 1.1 Design Meetings with City Staff

1. Coordinate, schedule and conduct design meetings. (Five meetings total)
 - Programming/Conceptual Design meeting
 - 30% Schematic Design phase meeting
 - 60% Design Development phase meeting
 - 95% Construction Document phase meeting
 - 100% GMP Meeting
2. Consultants will be in attendance at two of the meetings

TASK 2.0 PROGRAMMING/CONCEPTUAL DESIGN

Subtask 2.1 Base Drawings

1. Generate base drawings

Subtask 2.2 Code Study

1. 90% Code Study: Construction and Occupancy type, Current ADAG, Occupant loads, Plumbing Fixture count. Verify submittal requirements with AHJ

Subtask 2.3 Programming Building Analysis

1. Finalize/Confirm programming requirements

Subtask 2.4 Preliminary Floor plan

1. layout initial Architectural floor plan

TASK 3.0 SCHEMATIC DESIGN

Subtask 3.1 Schematic Design – 30% Plans

1. Integrate Client comments from Programming/Conceptual Design meeting
2. Review and evaluate existing conditions
3. Finalize floor plan layout
4. Preliminary Site plan
5. Elevation study

Subtask 3.2 Quality Check and Value Engineering

1. Perform a quality check and value engineering analysis before presenting to City

Subtask 3.3 Order of Magnitude cost

1. Preparation of Order of Magnitude costs based on, as-builts, program, code, and schematic design

TASK 4.0 DESIGN DEVELOPMENT

Subtask 4.1 Code Study

1. Finalize code study

Subtask 4.2 Design Development – 60% Plans

1. Integrate Client comments from Schematic Design meeting
2. Coordinate Consultants work
3. 60% Specifications
4. Finalize Design Development Drawings

Subtask 4.4 Quality Check and Value Engineering

1. Perform quality check and value engineering analysis

Subtask 4.5 Review of CMARS 60% GMP

2. Perform quality check and value engineering analysis

TASK 5.0 CONTRACT DOCUMENT PREPARATION

Subtask 5.1 Preparation of 95% Plans

1. Integrate Client comments from 60% CD Meeting
2. Develop details
3. Contact Utility Providers
4. Finalize Construction Document Drawings

Subtask 5.2 Specifications

1. Finalize Specifications, review client Front End with Division 1

Subtask 5.3 Constructability Review

1. Perform final quality check before submitting to City for approval

Subtask 5.4 Review of CMARs 95% GMP

1. The plans and specifications will be updated based on the plan check comments
2. The estimate will be updated based upon the plan check comments

Subtask 5.5 Plan Review Submittal

1. Submit complete set of construction documents to the City for plan check review
2. Address plan check comments prepare 100% set

Probable Manpower Loading Schedule

Architectural Services

Prepared 9/24/20
Library Project



I. bo ARCH Summary

	<i>Principal in Charge</i>	<i>Project Architect</i>	<i>Cost Estimator</i>	<i>Job Captain</i>	<i>Interior Designer</i>	<i>Total Hours</i>	<i>bo Arch Labor cost</i>	
	\$165.00	\$150.00	\$135.00	\$115.00	\$115.00			
Task 1.0 - PROGRESS MEETINGS								
1.1		30		10		40	\$5,650.00	
1.2							\$0.00	
1.3							\$0.00	
1.4							\$0.00	
Subtotal - Programming		0	30	0	10	0	40	\$5,650.00
Task 2.0 - Programming/Conceptual Design								
2.1				60		60	\$6,900.00	
2.2		24				24	\$3,600.00	
2.3		8				8	\$1,200.00	
2.4		8		80		88	\$10,400.00	
Subtotal - Programming		0	40	0	140	0	180	\$22,100.00
Task 3.0 - Schematic Design								
3.1		8		100		108	\$12,700.00	
3.2		8		20		28	\$3,500.00	
3.3			16			16	\$2,160.00	
Subtotal - Programming		0	16	16	120	0	152	\$18,360.00
Task 4.0 - Design Development								
4.1		8				8	\$1,200.00	
4.2		16		100	40	156	\$18,500.00	
4.3		8		20		28	\$3,500.00	
4.3		4	8			12	\$1,680.00	
Subtotal - Design Development		0	36	8	120	40	204	\$24,880.00
Task 5.0 - Contract Document Preparation								
5.1		16		100	40	156	\$18,500.00	
5.2		80				80	\$12,000.00	
5.3		24		20		44	\$5,900.00	
5.4		4	8			12	\$1,680.00	
5.5		4		24		28	\$3,360.00	
Subtotal - Contract Documents		0	128	8	144	40	320	\$41,440.00
Subtotal Hours - bo Arch Labor Summary		Hrs	250 Hrs	32 Hrs	534 Hrs	80 Hrs	896 Hrs	
Subtotal Fees - bo Arch Labor Summary		\$0	\$37,500	\$4,320	\$61,410	\$9,200		\$112,430

II. Consultant Labor Summary

1	Rick Engineering - Civil Engineering	\$	29,000.00
2	James Lane - Structural Engineering	\$	9,000.00
3	AZPL - Mechanical/Plumbing/Electrical Engineering	\$	12,800.00
4	Open	\$	-
Subtotal - Consultant Labor Summary			\$ 50,800.00

III. Other Direct/Indirect Costs

Item No.	Expense Description	Unit	Cost/Unit	Total
1	Indirect - Reproduction	LS	\$	2,000.00
2	Indirect - Mileage	LS	\$	1,000.00
Subtotal - Direct/Indirect Costs			\$ 3,000.00	

IV. Recommended Allowances

1	Design Contingency for out of scope changes as requested by the City	\$	-
2	Open	\$	-
Subtotal - Allowances			\$ -

Total Fee			\$ 166,230.00
------------------	--	--	----------------------

Standard Terms and Conditions

These Terms of Agreement attached to and made a part of the Letter Agreement, made between **Named Municipality (CLIENT) and bo ARCH L.L.C.**, providing Professional Services.

Standard Personnel Rates: *Effective thru December 31, 2021*

<u>PM/CM Classification</u>	<u>Rate</u>	<u>Architecture Classification</u>	<u>Rate</u>
Sr. Program Manager	\$150.00/Hour	Sr. Project Architect	\$150.00/Hour
Field QAQC	\$140.00/Hour	Cost Estimator	\$135.00/Hour
Project Manager	\$110.00/Hour	Job Captain AutoCAD	\$115.00/Hour

Premium Charge: Overtime work 6 p. m to 6 a. m., Saturday, Sunday, National Holidays: Hourly Rate times a multiplier of 1.50.

Supplemental Services:

With Prior Approval by the District, Supplemental Services by bo ARCH shall be compensated at our standard Office rates, per the attached.

- Any deviation in the primary Scope of work outlined above
- Supplemental Field visits/Site Meetings outside of delineated scope at \$600.00 per trip plus mileage and travel time. Mileage shall be charged at current State Rates at \$0.58/mile.

Exclusions to this Agreement include, but are not limited to:

Development of Owner Contractor Contract
Development of Owner Front End Documents
Extraordinary services required by any entity after execution of contract
Architecture and Engineering Design and CA Services
Asbestos Testing
Geotechnical Investigations

Invoicing

bo ARCH shall invoice its time and Reimbursable Expenses monthly. Payments that are unpaid for more than sixty (60) days from the date of invoice shall bear interest at the rate of one and one half percent (1 1/2%) per month.

Owner's Responsibilities

The Owner shall provide full information, including a program which sets forth the Owner's objectives, schedule, constraints, and budget with reasonable contingencies and criteria. The Owner shall also furnish any reports, tests, surveys, inspections or other documentation or information or consultants reasonably requested by bo ARCH. All the foregoing shall be furnished at the Owner's expense and bo ARCH shall be entitled to rely upon the accuracy and completeness thereof.

Dispute Resolution:

Initial Dispute Resolution: All disputes, including claims and counterclaims, shall be resolved by mediation, followed by, if necessary, binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

Note on Demand: A written demand for arbitration shall be filed with the American Arbitration Association and the other party to this Agreement within a reasonable time after the dispute or claim has arisen, but in no event after the applicable statute of limitations for a legal or equitable proceeding would have run.

Award: The arbitration award shall be final. Judgment upon the award may be confirmed in any court having jurisdiction. Work Continuance and Payment: Unless otherwise agreed in writing, bo ARCH shall continue to perform under this Agreement during any arbitration proceedings. If bo ARCH continues to perform, the Company shall continue to make payments in accordance with this Agreement.

Multiparty Proceedings: The parties agree that all parties necessary to resolve a claim shall be parties to the same arbitration proceeding. Appropriate provisions shall be included in all other contracts relating to the Project to provide for the consolidation of arbitrations.

Cost of Dispute Resolution: The prevailing party in any dispute arising out of or relating to the Agreement or its breach that is resolved by arbitration or litigation shall be entitled to recover from the other party reasonable attorneys' fee, costs and expenses incurred by the prevailing party in connection with such arbitrations or litigation.

Legal Costs

Should any legal proceeding be commenced between the parties to this Contract seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' fees which shall be determined by the court or forum in such proceeding or in separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party which dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached or consideration substantially equal to the relief sought in the action or proceeding.

bo ARCH's Indemnification:

The Owner agrees to indemnify, defend, and hold bo ARCH harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expense, including reasonable attorneys' fees and all legal expenses and fees incurred on an appeal and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities, on account of any damage to property or persons, including death, arising out of the performance or non-performance of obligations under this Contract, provided that any such claim, damages, loss or expenses is caused in whole or in part by the negligent act, omission and / or strict liability of the Client, and anyone directly or indirectly employed by the Client (except to the extent bo ARCH is found to be liable for such damages or losses by a court of forum of the competent jurisdiction), or anyone for whose acts of them may be liable.

Project Suspension

If the Project is suspended by the Owner for more than thirty (30) consecutive days bo ARCH shall be compensated for services performed prior to the notice of such suspension. When the Project is resumed bo ARCH's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of bo ARCH services.

Risk Allocation:

In recognition of the relative risks and benefits of the project to both the Owner and bo ARCH, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of bo ARCH and his sub-consultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of bo ARCH and his or her sub-consultants to all those named shall not exceed \$1,000,000.00 for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty.

Termination of Services:

This Agreement may be terminated by the Client or bo ARCH L. L. C. upon not less than seven (7) days written notice should the other fail substantially to perform its obligations hereunder through no fault of the party initiating the termination. In the event of termination, the Client shall pay bo ARCH for all services rendered to the date of the termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents

The Drawings and other documents, as instruments of service, are and shall remain the property of bo ARCH. They shall not be used on other projects or as the basis for drawings by others without written authorization from bo ARCH. Such authorization shall not be unreasonably withheld by bo ARCH. If authorization is granted by bo ARCH, bo ARCH shall reserve the right to require the Owner to pay a reasonable sum of Reuse Fee, and upon receipt of such fee, bo ARCH shall provide the Owner an electronic file of the Drawings.



September 10, 2020
Revised September 24, 2020

SENT VIA EMAIL
DBosak@boARCH.us

Mr. David Bosak Sr. AIA, LEED AP
bo ARCH
32531 N. Scottsdale Road, Ste 105#282
Scottsdale, AZ 85266

SUBJECT: SURVEY AND ENGINEERING FOR PROPOSED FIRE STATION TO LIBRARY CONVERSION
13513 N. EL MIRAGE ROAD, EL MIRAGE, AZ | J#5263A

Dear Mr. Bosak:

Rick Engineering Company (RICK) is pleased to submit this proposal to provide professional services on the above referenced property. The proposed conversion of an abandoned fire station to public library is located at 13513 N El Mirage Road near Thunderbird Road. The subject property is approximately 1.68 acres. This proposal is based on a Project Site Diagram prepared and provided by bo ARCH.

Based on your request, it is anticipated the plans will be prepared and submitted to bo Architects in ~~50%~~, 60%, 90% and 100% design stages for processing through the City. It is assumed no offsite improvements will be required aside from what is stated in the Scope of Services. The services listed under the Scope of Services to be performed as reflected on the feasibility study dated March 4, 2020.

PROJECT BACKGROUND

The project will include the removal of the north driveway and drive into the site, the removal of all pavement, sidewalk, curbs and light poles and bases and the replacement of same in a new configuration. A refuse enclosure, signage and other miscellaneous improvements will also be constructed.

SCOPE OF SERVICES

SURVEY COMPONENT

1. Boundary Verification & Design Topography

RICK will perform a design topo of the site and boundary verification for the parcel in preparation for engineering design. We will require a corrected property description.

existence of a formal record of significant client and public agency meetings. Electronic file transfers and translations will also be covered under this item of work.

CONSTRUCTION DOCUMENTS DESIGN COMPONENT

1. Demolition Plan

RICK will prepare a demolition plan for the removal of the north driveway, existing pavement, sidewalks, curbs and light poles and bases.

2. 60% - Grading, Drainage and Paving Plan

RICK will prepare and submit a 60% Grading, Drainage and Plan at a scale of 1" = 20' for the project in accordance with (1) the City of El Mirage Standards and (2) Drainage Policies and Standards for Maricopa County. Finished floor elevations, parking lot configurations and elevations will be shown on the plan. The resulting plan will include a drainage statement, earthwork cut and fill quantities.

3. 90% - Grading, Drainage and Paving Plan

RICK will prepare and submit a 90% Grading, Drainage and Plan at a scale of 1" = 20' for the project in accordance with (1) the City of El Mirage Standards and (2) Drainage Policies and Standards for Maricopa County. Finished floor elevations, parking lot configurations and elevations will be shown on the plan. The resulting plan will include a drainage statement, earthwork cut and fill quantities, as well as quantities necessary for permitting purposes. The plan will be prepared for ~~30%~~, 60%, 90% and 100% submittals.

4. 100% - Grading, Drainage and Paving Plan

RICK will address comments received from the City to finalize the plans for approval and permitting.

5. Design Drainage Statement

RICK will prepare a Design Drainage Statement which will be part of the Grading and Drainage and Paving Plan.

6. Earthwork

RICK will prepare an earthwork quantity estimate based upon the Grading and Drainage Plan.

7. Horizontal Control Plan

RICK will prepare a horizontal control plan of the site to position the building, parking, and other site improvements.

8. Storm Water Pollution Prevention Plan

Rick Engineering Company will prepare a Storm Water Pollution Prevention Plan (SWPPP) for the project in compliance with AZPDES permit requirements. We will assist the owner or responsible party in completing the required Notice of Intent (NOI) to be filed with ADEQ and submitted to the City of El Mirage as necessary.

This item does not include periodic site visits to determine the site's compliance with the provisions and recommendations found within the SWPPP. Furthermore, it is assumed that Owner or the General Contractor will have operational control of the construction plans, specifications and site conditions during construction and that Rick Engineering Company shall have no operational control once the plans have been approved by the appropriate governing agency.

Please note the responsible party will be required to complete and submit a Notice of Termination (NOT) to ADEQ upon completion of construction and revegetation and stabilization of the disturbed areas.

9. Fire Line Plan

RICK will prepare a fire line plan to provide service to the proposed fire sprinkler system.

10. Fire Flow Test

RICK will obtain a complex fire flow test for site.

11. Description and Exhibits if needed. *(T&M)*

RICK will prepare descriptions and exhibits as required for the project.

12. Construction Documents Meetings and Coordination *(T&M Budgetary)*

RICK will attend five (5) one (1) hour meetings with the development team and will coordinate with other consultants and development team entities. Electronic file transfers and translations will also be covered. Please note that the fee associated with this task is budgetary. Should the task amount be reached through the design process, Rick Engineering will coordinate with bo ARCH for additional fees.

EXCLUSIONS

The following items are specifically excluded from the Scope of Work and budget and, if required, will either be prepared by others or will be covered by separate agreement(s) between Rick Engineering Company and bo ARCH:

1. ALTA Survey
2. Archaeological Evaluation

- | | |
|--|---|
| 3. Building Plans including Architectural, Structural, Mechanical, Plumbing, and/or Elect. | 14. Geotechnical Engineering of any nature. |
| 4. City/County or other Municipality Submittal or Permitting Fees. | 15. Mitigation Plans of Any Nature |
| 5. Construction Administration, Management or Inspection | 16. Overall master sewer, water or drainage reports. |
| 6. Construction Surveying, As-built Plans or Surveys. | 17. Phase I Environmental Analysis |
| 7. Cost Estimates. | 18. Resolution of Boundary Conflicts and/or Disputes. |
| 8. Design and/or CD's for any offsite road or utility improvements. | 19. Retaining Wall Design. |
| 9. Design of Backflow Prev. Assemblies | 20. Site Details to be provided by Architect |
| 10. Design of gas, electric, cable TV, fiber optic, and telephone utilities. | 21. Site Lighting |
| 11. Design of Walls, Fences, Gates, or Entry Monuments. | 22. Site plan preparation |
| 12. Dry Utility Coordination | 23. Structural Design of Any Nature. |
| 13. Financing Plans or Developer Agreements, Including Those with Utility Interests, or the Negotiation of | 24. Subsurface Util. Investigation/Potholing |
| | 25. SWPPP Monitoring |
| | 26. Title reports or analysis. |
| | 27. Traffic Signalization and/or Traffic Control Plans. |
| | 28. Any Items not specifically in the Scope of Services |

FEES

RICK will provide the above services for a total labor fee of **\$29,000.00**. Time and Materials (T&M) items will be billed in accordance with the attached Hourly Rate Schedule and are not included in the above fee. The fees for the scope of services break down as follows:

SURVEY

1	Boundary Verification & Design Topo	\$ 3,000.00
<i>Survey Component Subtotal:</i>		\$ 3,000.00

CONSTRUCTION DOCUMENTS DESIGN SERVICES

1	Demolition Plan	\$ 2,800.00
2	60% - G&D and Paving Plan	\$ 6,000.00
3	90% - G&D and Paving Plan	\$ 3,000.00
4	100% - G&D and Paving Plan	\$ 2,000.00
5	Design Drainage Statement	\$ 500.00
6	Earthwork	\$ 700.00
7	Horizontal Control Plan	\$ 2,400.00
8	SWPPP	\$ 2,200.00
9	Fire Line Plan	\$ 2,000.00
10	Flow Test	\$ 900.00

11	Descriptions and Exhibits		T&M
12	CD's Meetings and Coordination	<i>Budgetary</i>	\$ 3,500.00
<i>Construction Documents Design Component Subtotal:</i>			<i>\$ 26,000.00</i>
Total Survey and Design			\$ 29,000.00

STANDARD CONDITIONS

1. Services performed at the direction of bo ARCH which are not defined in the above listed services shall be in addition to that set forth in this agreement.
2. In the event that bo Arch desires any changes to the above scope of work, the terms and conditions indicated above are subject to revision.
3. Changes in scope or design directed by bo ARCH after the start of working drawings shall amend this contract to include the amount of extra work required to bring the revised work to the same stage of completion as the original work at the time of the change.
4. Work of a general or promotional nature not connected with the actual design, approval or construction of the project is not covered by this contract.
5. Applicable hourly rates shall be as per schedule of hourly rates attached and a part of this proposal.
6. bo ARCH shall be responsible, and pay for the following:
 - a. City and other public agency fees.
 - b. Title company fees (not anticipated)
 - c. Plotting and reproduction services for reports and plan preparation and as required by public agencies, bo ARCH, contractors, etc.
 - d. Mileage expenses at the current IRS rate for meetings with the client, City staff or any site visits requested by the client.
7. Payment of services above shall be made to Rick Engineering Company within thirty (30) days after the date of monthly statement for work performed during the preceding month.
8. Rick Engineering Company does not guarantee the completion or quality of performance of contract by the construction contractor or contractors, or other third parties, nor is he responsible for their acts or omissions.
9. Rick Engineering Company makes no warranty, either expressed or implied as to its findings, recommendations, specifications or professional advice except that these were promulgated after being prepared in accordance with generally accepted engineering practices and under the direction of registered professional engineers.
10. All services shall be for exclusive use of the client. All original calculations, work sheets and files shall remain the property of Rick Engineering Company.
11. The attached provisions of agreement are incorporated hereinto and made a part of this proposal.
12. If notice to proceed is delayed for any reason beyond sixty (60) days, it is understood by the parties that terms and conditions contained above are subject to change.



Mr. David Bosak Sr.
bo ARCH
Revised September 24, 2020

Page 6 of 10

If you would like us to proceed on this work as outlined above, we ask that you please sign and return this agreement as our written authorization. If you have any questions regarding this agreement, please contact me directly. Thank you for requesting Rick Engineering Company to provide these services.

Sincerely,

RICK ENGINEERING COMPANY

Chris G. Patton, P. E.
Phoenix Office President

APPROVED BY: _____ DATE: _____
bo ARCH

Invoicing information:

<p>Typed or printed name and title: _____</p> <p>Invoices shall be mailed _____ or e-mailed _____ to:</p> <p>Attention: _____</p> <p>Address: _____</p> <p>City/State & Zip: _____</p> <p>Phone: _____ E-mail: _____</p> <p>Additional Comments/Requirements: _____</p> <p>_____</p> <p><i>Please complete, sign, and return a copy to RICK ENGINEERING COMPANY, INC.</i></p>
--

Principal Consultant (Special Projects)	\$ 300.00	Survey Manager.....	\$ 145.00
Principal	230.00	Assistant Survey Manager	130.00
Associate Principal	210.00	One-person Survey Party.....	125.00
Senior Project Manager	205.00	Two-person Survey Party.....	165.00
Associate/Manager	195.00	Three-person Survey Party	205.00
Principal Project Engineer/Manager.....	155.00	High Definition Scanning (One-Person Crew)	205.00
Associate Project Engineer/Manager	140.00	High Definition Scanning (Two-Person Crew).....	245.00
Assistant Project Engineer/Manager	125.00	Drone Aerial Image	550.00
Principal Engineering Designer	120.00	(plus \$25.00 per acre Maricopa County/\$40.00	
Associate Engineering Designer.....	110.00	per acre outside Maricopa County)	
Assistant Engineering Designer.....	100.00	Drone Technician	175.00
Principal Engineering Drafter.....	90.00	GIS Manager	\$ 185.00
Associate Engineering Drafter	80.00	Principal GIS Project Manager	175.00
Assistant Engineering Drafter	70.00	Associate GIS Project Manager.....	140.00
Public Works Manager.....	\$ 230.00	Assistant GIS Project Manager	125.00
Public Works Senior Project Manager	205.00	Principal GIS Analyst	115.00
Traffic Engineer/Transportation Planner	170.00	Associate GIS Analyst.....	105.00
Principal Transportation/Traffic Designer	125.00	Assistant GIS Analyst	95.00
Associate Transportation/Traffic Designer	100.00	Principal Landscape Architect.....	\$ 215.00
Assistant Transportation/Traffic Designer	90.00	Principal Project Landscape Architect	155.00
Principal Project Planner.....	\$ 155.00	Associate Landscape Architect/Manager	140.00
Senior Associate Planner	135.00	Assistant Landscape Architect/Manager	125.00
Senior Planner.....	115.00	Principal Landscape/Urban Designer.....	115.00
Associate Planner.....	105.00	Associate Landscape/Urban Designer	105.00
Assistant Planner	95.00	Assistant Landscape/Urban Designer	95.00
Principal Water Resources Designer.....	\$ 120.00	Expert Witness.....	\$ 405.00
Associate Water Resources Designer	110.00	Court Appearance per half day or part.....	1,605.00
Assistant Water Resources Designer	100.00	Entitlements Coordinator	\$ 105.00
Principal Survey Analyst.....	\$ 115.00	Associate Project Administrator	55.00
Associate Survey Analyst	105.00	Assistant Project Administrator	50.00
Assistant Survey Analyst	95.00	Administrative Assistant	45.00

When authorized, overtime shall be charged at the listed rates times 1.5.

Unless otherwise agreed upon, we shall charge, at cost, for printing, reproduction, deliveries, transportation, and other expenses.

A ten (10) percent fee for administration, coordination and handling will be added to all subcontracted services.

Rick Engineering Company
22415 North 16th Street
Phoenix, Arizona 85024 | Phone: (602) 957-3350

The Client and Consultant agree that the following provisions shall be a part of their Agreement:

1. This Agreement shall be binding upon the heirs, partners, successors, executors, administrators and assigns of the Client and Consultant.
2. In the event of any increase of costs due to the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, rise in the cost of living, or increase in any applicable prevailing wage during the lifetime of this Agreement, such increase shall be applied to all remaining compensation. For services provided on a time and materials or hourly rate basis, increases in the applicable rates will be reflected in the billing statement or invoice for the month following the increase.
3. Should litigation at law or equity arising out of this Agreement, including but not limited to an action for declaratory relief, be brought to enforce or interpret any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement or litigation commenced either directly or by way of a cross-complaint whether arising out of contract or tort, including a cross-complaint for indemnity, for failure or alleged failure to perform or for errors, omissions, or negligence, the prevailing party shall be entitled, in addition to any other award, to all litigation and collection expenses, any and all costs of defense, including attorney's fees, expert witness fees, witness fees and court costs and any and all other expenses incurred.
4. Neither the Client nor Consultant shall assign his interest in this Agreement without the written consent of the other.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services by Consultant to the project. Any agreements, promises, negotiations or representations not expressly set forth herein, are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.
6. Conditions or representations, alterations, detractions from or to the terms hereof, including delineations hereon, shall not be valid unless they are in writing and signed by both Client and Consultant.
7. All agreements on Consultant's part are contingent upon, and Consultant shall not be responsible for damages or be in default or be deemed to be in default by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God and other delays unavoidable or beyond Consultant's reasonable control, or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Consultant's work promptly, delays in approval by governmental agencies or other consultants performing services on behalf of Client or due to late, slow or faulty performance by Client, other contractors or governmental agencies.
8. In the event litigation is instituted under the terms and conditions of this Agreement, such litigation is to be brought and tried in the appropriate court in the state and county in which the project is located and the parties waive the right to have brought, tried in, or removed to any other county or judicial jurisdiction.
9. Client acknowledges that Consultant is not responsible for the performance of work by third parties, including, but not limited to, the construction contractor(s), subcontractors, governmental agencies, construction managers, architects or other consultants.
10. Consultant shall only act as an advisor in all governmental relations. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals and building permits.
11. Consultant makes no warranty, either express or implied, as to the findings, recommendations, plans, specifications, or professional advice. Consultant shall perform in accordance with generally accepted engineering and/or surveying practices or standards in effect at the time of performance in the locale where the services are rendered.
12. Consultant makes no representation, guarantee, warranty, express or implied concerning estimated cost figures made in connection with maps, plans, specifications or drawings, other than that all such figures are estimates only. Consultant shall not be responsible for fluctuations in cost factors.

13. Consultant makes no representations concerning estimates of areas. Estimates of areas are estimates only and are not to be considered precise unless Consultant specifically agrees to provide the precise determination of such areas.
14. Client and Consultant agree to cooperate in any and every way or manner on project.
15. Consultant makes no representation, either express or implied, concerning soils or geological surveys or subsurface soil tests or general soils testing and reporting.
16. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out the terms of this Agreement.
17. The terms and provisions of this Agreement shall not be construed to alter, waive, or affect any lien or stop notice rights which the Consultant may have for the performance of services under this Agreement.
18. One or more waivers of any term, condition or covenant by a party shall not be construed as a waiver of subsequent breach of the same or any other term, condition or covenant.
19. In the event Client fails to pay Consultant promptly or within sixty (60) days after invoices are rendered, then Client agrees that Consultant shall have the right to consider said default a total breach of this Agreement and, upon written notice, the duties, obligations and responsibilities of the Consultant under this Agreement are terminated. In such event, Client shall then promptly pay the Consultant for all the fees, charges, and services performed to date by Consultant.
20. In the event any term, condition, covenant or provision of this Agreement shall be held to be invalid, void or unenforceable, the remaining terms, conditions, covenants and provisions of this Agreement shall be valid and binding on the parties hereto.
21. The Client agrees it will require that the Contractor hold harmless, indemnify and defend the Client, the Architect, the Consultant and its subconsultants, and each of their officers, directors, principals, employees and agents, from any and all liability claims, losses or damages arising or alleged to arise from the performance of the work described herein, but not including the sole negligence or willful misconduct of the Client, the Architect or the Consultant or their respective subconsultants, officers directors, principals, employees and agents.
22. The Client shall indemnify and hold Consultant harmless with regard to all liability or claims of any kind, including all investigation and defense costs, connected directly or indirectly with this project, which liabilities or claims do not result from the sole negligence or willful misconduct of the Consultant.
23. Consultant has a right to complete all services agreed to be rendered pursuant to this Agreement. In the event this Agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed.
24. In the event work prepared or partially prepared by the Consultant be suspended, abandoned, or terminated, the Client shall pay the Consultant for all work, fees, deposits, charges and services provided, not to exceed any maximum amount specified herein. Client acknowledges if project work is suspended and restarts, there may be additional charges due to suspension which shall be paid by Client as extra work.
25. Client agrees that if Client requests services not specified pursuant to the scope of services described within this Agreement, Client agrees to pay all such additional services as extra work if authorized in writing.
26. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed fifteen (15) days after its filing. Any suspension of services made pursuant to the provisions of this Paragraph shall continue until such time as this Agreement has been fully and properly assumed or adequate assurance provided in accordance with the applicable provisions of the United States Bankruptcy Court and in compliance with the final order or judgments issued by the Bankruptcy Court.
27. If payment for Consultant's services is to be made on behalf of Client by a third party, Client agrees that Consultant shall not be required to indemnify the third party, in

the form of an endorsement or otherwise, as a condition of receiving payment for services.

28. Client agrees to purchase and maintain, during the course of construction, builder's liability special peril or other similar insurance which will name Consultant as an additional insured. Client also agrees to require the contractor or contractors to purchase and maintain liability insurance, including broad form general liability coverage, comprehensive bodily injury, broad form property damage, independent contractors insurance, completed operations and contractual liability coverage, and the exclusions for explosion, collapse or underground coverage shall be deleted; automobile including bodily injury, property damage, owned, non-owned and hired vehicles; and worker's compensation insurance including employers liability coverage, all of which shall name the Client and Consultant as additional insureds. Certificates of such insurance shall be provided to Consultant and the certificate(s) shall include provisions that the above policies are primary and non-contributory with Consultant's insurance and that coverage will not be canceled unless at least thirty days prior written notice has been given to Consultant.

29. In the event that the plans, specifications, and/or field work covered by this Agreement are those required by various governmental agencies and one or more such governmental agency changes its policies, ordinances, procedures or requirements after the date of this Agreement, any additional office or field work required, shall be paid by Client as extra work.

30. Services provided within the Agreement are for the exclusive use of the Client. Nothing contained in this Agreement shall be construed to be for the benefit of any person not a party to this Agreement and no third party beneficiary rights are created.

31. All original papers, drawings, notes, documents and other work product of Consultant, and copies thereof, produced as a result of the Agreement represent professional services, shall remain the property of the Consultant, and Consultant shall retain all copyright and other ownership interests. Client shall have a nonexclusive license to use Consultant's work product and any items in which Consultant maintains ownership and/or copyright interest so long as all fees to be paid under this Agreement have been paid. Any nonexclusive license Client obtains under this Agreement terminates upon the termination of this Agreement. Consultants work product may be used by Consultant without consent of the Client.

32. In the event that any changes are made in the plans and/or specifications by the Client or persons other than the Consultant, and such changes are not consented to in writing by Consultant, Client acknowledges that the changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes and agrees to defend, indemnify and hold Consultant, its officers, directors, principals, agents and employees harmless from and against all claims, demands, damages or costs arising from the changes.

33. Client agrees not to use or permit any other person to use plans, drawings or other work product prepared by Consultant, which plans, drawings or other work product are not signed and stamped or sealed by Consultant and/or are not final. Client agrees to be liable and responsible for any use of non-final plans, drawings or work product or plans, drawings or work product not signed, and stamped or sealed by Consultant and waives liability against Consultant for their use. Client further agrees that final plans, drawings and other work products are for the exclusive use of Client and may be used by Client only for the project described in this Agreement.

34. In the event that any staking is destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of restaking shall be paid for by the Client as extra work. If the scope of services provided for pursuant to this Agreement does not include construction staking by Consultant, Client acknowledges that changes, clarifications, adjustments and modifications may be necessary because of changed field or other conditions. Client will indemnify and defend Consultant for construction staking by others and from claims arising from changes, clarifications, adjustments and modifications which may be necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of Consultant.

35. Questions concerning location or changes in construction stakes or questions concerning information on plans and specifications must be called to the attention of the Consultant upon discovery and before corrective remedy.

36. The Consultant shall be notified 24 hours in advance, so that he may check forms, for grade and alignment only, prior to the pouring of concrete for cast-in-place concrete structures, thrust blocks, electrical boxes, bridge abutments or piers, or any similar structures staked by Consultant. Consultant can assure compliance to proper grade and alignment only when it has been advised to check in advance.

37.(a) If the scope of services to be provided by Consultant pursuant to the terms of this Agreement include the preparation of engineering drawings but exclude construction staking services, Client acknowledges that such services normally include coordinating civil engineering services and the preparation of as-built drawings pursuant to Uniform Building Code Chapter 70 and/or other statutes, ordinances or laws, and Client will be required to retain such services from another consultant or pay Consultant pursuant to this Agreement for such services as extra work.

(b) If the scope of services to be provided by Consultant pursuant to the terms of the Agreement, include construction staking services, but exclude the preparation of the engineering drawings to be used for construction and construction staking, Client acknowledges the coordination of civil engineering services and the preparation of as-built drawings as required by statute, ordinance or law may require the retention by Client of another consultant or the original consultant responsible for the design, or pay Consultant pursuant to this Agreement for such services as extra work. Client acknowledges that if Consultant is retained to prepare as-built drawings of plans prepared by others, Client will indemnify, defend and hold Consultant harmless from any and all liability in connection with the plans and specifications prepared by others, and the performance of work by Consultant on this project as set forth in Paragraph 44.

38. In the event Client discovers or becomes aware of apparent errors or omissions, field conditions or discrepancies during the construction phase of the project, which apparent errors or omissions, field conditions or discrepancies are resolvable by Consultant, Client agrees to notify Consultant and engage Consultant to resolve the problem before construction activities commence or further construction activity proceeds. Further, Client agrees to have a provision in its construction contracts for the project which require the contractor to notify Client of any such apparent errors or omissions, field conditions or discrepancies so that Client may, in turn, notify Consultant pursuant to the provisions of this Paragraph.

39. Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soil testing fees, aerial topography fees, and other fees and deposits, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

40. All fees and other charges will be billed monthly as the work progresses and the net amount shall be due at the time of billing.

41. A late payment CHARGE will be computed by the Consultant at the periodic rate of 1.5% per month, not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.

42. Client agrees that the balance as stated on the billings from Consultant to Client are correct, conclusive and binding on the Client unless Client within forty-five (45) days from the date of receipt of such billing, notifies Consultant in writing of the particular items that are alleged to be incorrect.

43. In consideration of the Consultant's fee for services, the Client agrees that the Consultant will perform no onsite construction review, construction management, supervision of construction of engineering structures or other construction supervision for this project unless specifically contracted for; that such services will be provided by others; and that the Client shall defend, indemnify and hold the Consultant, its officers, directors, principals, agents and employees harmless from any and all liability, real or alleged, arising or resulting from the performance of construction review, construction management, supervision of construction of engineering structures or supervision by others. Further, Client acknowledges that Consultant will be unable to correct errors or omissions in the plans which customarily become apparent and resolvable during the course of construction review.

44. Client agrees that, in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours. The Client further agrees to defend, indemnify and hold the Consultant harmless from any and all liability in connection with the performance of work on this project, excepting liability arising from the sole negligence or willful misconduct of the Consultant.

45. Client agrees to limit the liability of Consultant, its principals and employees to the Client, all contractors and subcontractors on the project, due to professional negligent acts, errors or omissions of the Consultant, breach of contract or any other cause of action however pled to the sum of \$50,000 or the Consultant's fee, whichever is greater; except that if the contract amount, including any addenda or other contracts pertaining to or covering services related to the project, exceeds \$150,000, the liability of

Consultant shall not exceed \$150,000. Client further agrees to notify any contractor and subcontractor who may perform work in connection with any design, report or study prepared by Consultant of such limitation of liability, and to require as a condition precedent to their performing their work, a like indemnity of liability on their part as against the Consultant.

46. The Client hereby agrees to bring no claim for negligence, breach of contract, indemnity or otherwise against the Consultant, its principals, employees and agents if such claim, in any way, would involve the Consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous materials (as defined by state, federal and/or local laws or ordinances). Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and agents from any asbestos, asbestos cement pipe, and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the Consultant pursuant to this Agreement except claims caused by the sole negligence or willful misconduct of the Consultant.

47. Client acknowledges that Consultant's scope of services for this project do not include any services related, in any way, to asbestos and/or hazardous waste. Should Consultant or any other party encounter such materials on the job site, or should it in any way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, terminate work on the project until such time as Client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous waste materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

48. Digital data files shall be provided to Client only if such delivery has been specified in the scope of services set forth in this Agreement. If the scope of services does not specify that digital data files shall be delivered, all costs associated with delivery of digital data files shall be paid by Client. Client agrees that all digital data files delivered by Consultant are to be used exclusively to fulfill the scope of this Agreement. Client agrees to hold Consultant harmless for any use by client of this data outside or beyond the scope of this Agreement.

49. Consultant makes the following representations as to the compatibility of digital data files:

(a) All data files are to be used with compatible hardware and software versions as used by Consultant at the time file copies were created.

(b) Consultant makes no representation as to the compatibility of any data files other than for the hardware and software versions used by Consultant to create the data files.

(c) Client agrees to hold Consultant harmless for any use of data files on any hardware or software versions other than those which were used by Consultant to create them.

(d) If Client requires or requests any special or specific file structure, format or software that is different from those used by Consultant at the time Consultant is performing the services set forth in this Agreement, unless otherwise specified in this Agreement, all costs associated with creating the file structure or format, and/or acquiring necessary software and/or hardware, shall be the responsibility of Client.

50. After the time final data files have been delivered per terms of this Agreement, Consultant will not be held responsible for maintaining copies of any digital data related to this Agreement.

51. Client agrees that if formats for deliverables of digital files are not specified in this Agreement, they will be delivered using the standards and versions of Consultant at the time of creation.

52. Client agrees not to use any digital files (drawing or data file), in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. Client waives any and all claims against Consultant resulting in any way from any changes not authorized and/or authored by Consultant and/or reuse of the drawings or data for any other project without the express written consent by Consultant. The transfer of drawings or data in electronic media or format shall not be deemed a sale, and Consultant makes no warranties, either express or implied, of merchantability or fitness for a particular purpose.

53. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the Client agrees that it will accept responsibility for the completeness, correctness, or readability of the electronic media after an acceptance period of 30 days after delivery of the electronic files, and that upon the

expiration of this acceptance period, client will indemnify and save harmless the Consultant for any and all claims, losses, costs, damages, awards or judgments arising from use of the electronic media files or output generated from them. The Consultant agrees that it is responsible for the accuracy of the sealed drawings that accompany the submittal, and that such accuracy is defined as the care and skill ordinarily used by members of the Consultants profession practicing under similar conditions at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Consultant's services.

54. Prior to the commencement of any legal action, in an effort to resolve any conflicts that arise during the design or construction of the project which is the subject of this Agreement, or following completion of the project, Client and Consultant agree that all disputes between them arising out of or relating to this Agreement, the services performed pursuant to this Agreement, or relating in any way to the project, shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. Each party shall be represented at the mediation by a person or persons with the authority to bind the party to any agreement, obligation or resolution resulting from the mediation. Each of the parties agrees to include a similar mediation provision in all agreements with any other contractors and consultants retained for the project and to require such contractors and consultants to include a similar provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators, thereby providing mediation as the primary method for dispute resolution between the parties to those agreements.

James A. Lane PE, SE, LEED AP

Structural Engineer
6757 W Cocopah Street
Goodyear, AZ 85338
jameslane1@cox.net
www.jameslanepe.com
602-321-1945



September 22, 2020

Mr. David Bosak Sr. AIA, LEED AP
Director of Program/Construction Management / Principal Architect
Bo Arch
20118 North 67th Avenue
Suite 300 #610
Glendale, Arizona 85308
DavidSr@boArch.us
(602) 909-0901

David:

RE: Structural Engineering Services Fee Proposal

Proposal for Structural Engineering Services for (1) existing approximately 5000-sf single story fire station building being converted into a public library for the City of El Mirage. Existing building is located at 13513 N El Mirage Road, El Mirage, Arizona. Proposal includes the following services:

Structural Engineering

1. Gravity and lateral analysis to include foundations, vertical walls, horizontal floors, sloping roofs, columns, beams, lintels/headers, shear walls, diaphragms, and other elements shown on architectural documents for structural integrity of building.
2. The existing building elements will be based on the construction documents received/provided by the City of El Mirage.
3. Analysis based on dead load, live load, seismic load, wind load, and soil load.
4. Generate structural general notes/specifications, structural construction details, size and material schedules.
5. Review all structural documents performed under my direct supervision, seal and sign.
6. Wood truss calculations if required to be by others/manufacturer of trusses (seal/signature by truss engineer).
7. Per study recommendations, investigate existing wood roof trusses currently supporting clay tile roof covering. Construction documents show asphalt shingle roof covering. Ensure current/proposed conditions for roof trusses are acceptable for current code loading requirements.
8. Services will be performed as reflected in feasibility study dated March 4, 2020.

CAD Generated Construction Documents (performed by Gove Design & Technical Services)

9. To include structural general notes, typical construction details, size and material schedules, foundation, floor and roof framing plans, plus project specific construction details.

Other

10. Drawing exchanges performed electronically (pdf or dwg format).
11. Reasonable construction related questions for project during construction.
12. Review and incorporate the recommendations of the Geotechnical Report (if available) for the project.
13. Respond to any corrections or clarifications requested by the permit department having jurisdiction during the Building Permit review process.
14. Contract construction document administration services (RFI's, consultation, changes to documents) to be performed at an hourly rate.
15. Special Structural Inspections if required by authorities having jurisdiction can be provided at an hourly rate.
16. Anticipated scope items appear to include, modification at roof eave, larger opening at entrance, additional windows, new concrete floor a truck bays, review of existing wood trusses, and monument sign.

Fee for above services \$9,000 Structural Engineering and Structural Construction Documents.

September 22, 2020

Page 2

It is the intention that work begins upon a notice to proceed and acceptance of proposal. Anticipated time to perform/complete after receiving direction to proceed is to be determined.

In efforts to be paperless, all invoices emailed. Questions or issues of clarification may be directed to James Lane. In the event collections are required additional charges for time/legal/etc. will be charged.

Sincerely yours,



James Lane, PE
c=US, cn=James Lane, PE,
email=jameslane1@cox.net
2020.09.22 10:08:37 -07'00'

James A. Lane PE, SE, LEED AP
Structural Engineer

Proposal accepted by _____ Date _____



ARIZONA PINNACLE ENGINEERING, LLC
Mechanical and Electrical Consulting Engineers

Rodney L Hillis, P.E. Raymond B Lanford, P.E. Eudjen Savu, P.E. Scott E Woods, P.E.

September 22, 2020

Bo Arch

32531 N. Scottsdale Rd. Ste. 105 #282
Scottsdale, AZ 85266

Attn: Mr. David Bosak Sr.

Re: City of El Mirage Fire Station to Library Design
Revised Proposal for Mechanical and Electrical Engineering Services P20251. 1

Dear Mr. Bosak:

Arizona Pinnacle Engineering, LLC (AZPE), is pleased to propose the following revised Agreement for mechanical (HVAC) and electrical engineering services for the Design to convert the 5,000 S.F. Fire Station into a Library Arizona per the Feasibility Study dated March 4, 2020 in El Mirage,

This revised proposal is valid for a period of sixty (60) calendar days from the date of its issuance. If this proposal is not accepted within the stipulated time period, we reserve the right to cancel this Agreement or to renegotiate the fees. If signed and returned, or if not rejected but accepted by our proceeding with the work upon your request, this document shall constitute a contractual Agreement between us.

PARTIES TO CONTRACT

This revised Agreement is made between Bo Arch, hereinafter referred to as the Client, and Arizona Pinnacle Engineering, LLC, hereinafter called the Engineer, and each is bound to the Agreements outlined herein. Neither party may assign, sublet, or transfer its interest in this Agreement without written consent of the other party.

SCOPE OF BASIC ENGINEERING SERVICES

For the purpose of this revised contract "Basic Engineering Services" shall include the following:

General

1. The mechanical and electrical engineering services to be provided under this Agreement will include a Verification of Existing Conditions Phase and a Construction Documents Phase.

Bo Arch

Re: Proposal for Mechanical and Electrical Engineering Services P20251.1

September 22, 2020

Page 2

2. AZPE will visit the jobsite at the beginning of the project to verify the existing mechanical and electrical conditions.
3. AZPE will attend up to two (2) design meetings during the Construction Documents Phase of the project.
4. Original drawings and specifications in PDF format will be issued as the evidence of the completed design.
5. AZPE will prepare energy code compliance documents as required by the authority having jurisdiction.
6. AZPE will exercise due and reasonable diligence to complete the services described herein within a mutually agreed upon time frame. If AZPE discerns that the schedule will not be met for any reason, the Client will be notified as soon as practically possible.

Heating, Ventilating and Air Conditioning (HVAC)

1. AZPE will prepare heating and cooling load calculations in accordance with ASHRAE methodology.
2. AZPE will prepare ventilation calculations in accordance with local code requirements.
3. AZPE will design and specify a complete HVAC system for this project using split system DX air conditioning units with gas heat.
4. AZPE will design and specify a complete new air distribution system including ductwork and diffusers.
5. AZPE will design and specify programmable thermostats to control the new split system DX air conditioning units.
6. AZPE will coordinate the design features of the HVAC system with other A/E disciplines.

Plumbing

1. AZPE will design and specify modifications to the existing water, waste, and vent piping systems within five (5) feet of the building perimeter.
2. AZPE will design and specify modifications to the existing roof drain leaders as required.
3. AZPE will design and specify modifications to the existing natural gas piping systems as required.
4. AZPE will design and specify a new gas water heater to serve the new restrooms.

Bo Arch

Re: Proposal for Mechanical and Electrical Engineering Services P20251.1

September 22, 2020

Page 3

5. AZPE will design and specify plumbing fixtures and equipment.
6. AZPE will coordinate the design features of the plumbing system with other A/E disciplines.

Fire Protection

1. AZPE will provide performance-type specifications for a fire sprinkler system in the project area.

Electrical

1. AZPE will prepare electrical load calculations in accordance with NEC requirements.
2. AZPE will design and specify distribution panelboards and new branch circuits to all new mechanical equipment as required to accommodate the new split system air conditioning units. Note: The new electrical design will be based on the assumption that the existing electrical S.E.S. will accommodate this new equipment. If the existing S.E.S. will not accommodate the new equipment, then AZPE can design a new S.E.S. for an additional fee.
3. AZPE will coordinate the design features of the electrical systems with other A/E disciplines.
4. AZPE will design and specify branch circuits to all new lighting fixtures, receptacles, and Owner-Furnished equipment.
5. AZPE will design and specify indoor, non-decorative, overhead lighting, emergency egress lighting, and exterior security lighting.
6. AZPE will design and specify raceways (only) for Owner-Furnished phone/data systems.
7. AZPE will specify a fire alarm system and will show fire alarm device locations and riser diagrams.
8. AZPE will coordinate the design features of the electrical systems with other A/E disciplines.

EXCLUSIONS

The following items shall be excluded from AZPE's Scope of Basic Engineering Services:

1. Printing or reproduction costs for plan review or bid documents.
2. Cost of obtaining any permits or payment of plan review fees.

Bo Arch

Re: Proposal for Mechanical and Electrical Engineering Services P20251.1

September 22, 2020

Page 4

3. Cost of hiring a locator service to determine the location of existing concealed utilities.
4. Detailed comparisons of various mechanical or electrical systems or special components.
5. Selection and design of decorative lighting systems.
6. Detailed fire sprinkler piping and head layouts. (Performance requirements for fire protection will be described on the construction documents. The selected fire sprinkler contractor will provide detailed fire sprinkler layouts.)
7. Preparation of utility rebate applications.
8. Review of shop drawings.
9. Periodic observations during construction.
10. Commissioning of the project whereby AZPE conducts detailed tests to verify the proper operation of the various mechanical and electrical systems and components. This is normally the responsibility of the installing contractor(s), but can be provided by AZPE as an Additional Service. (See "Additional Services" paragraph.)

CLIENT RESPONSIBILITIES

The Client shall be responsible for the following items:

1. Provide AutoCAD drawing files of title blocks and architectural floor plans with updates sent at timely intervals.
2. Provide access to the project area during normal business hours and a ladder, as required.
3. Provide reflected ceiling plans, at earliest time, for coordination purposes.
4. Provide building elevations and sections for air conditioning load computations.
5. Furnish existing mechanical and electrical plans for coordination purposes.
6. Furnish civil and structural plans for coordination purposes.
7. At project completion, provide the Engineer with one set of final plans and specifications.

Bo Arch

Re: Proposal for Mechanical and Electrical Engineering Services P20251.1

September 22, 2020

Page 5

ENGINEERING FEES

Arizona Pinnacle Engineering, LLC, will provide the Basic Engineering Services as described above for the following fees:

<u>Task</u>	<u>Fees</u>
Existing Conditions Verification	\$800.00
30% Construction Documents	\$3,600.00
60% Construction Documents	\$3,600.00
90% Construction Documents	\$3,600.00
100% Construction Documents	<u>\$1,200.00</u>
TOTAL	\$12,800.00

No on-site construction observations are included above. If the Optional Construction Support and Observations are performed, then any construction observations will be performed on a per man-trip basis for a fee of **\$400.00** per man-trip including travel time, report writing, and follow-up.

Certain costs shall be considered “reimbursable costs”, namely, multiple copies of documents for review, bidding, or construction; and Client-requested express courier charges. Reimbursable costs will be billed to the Client at our cost plus 10% for administrative services.

No blackline prints are included as a part of Basic Engineering Services. AZPE will provide one set of reproducible documents in electronic, PDF format for Owner/Client review upon the completion of major milestones, e.g., at the 60% and 100% submittal phases. Hard copies of large format drawings will be billed at \$4.00 per plot.

We will bill monthly based on percentage of work completed. We reserve the right to charge 1.5% per month interest on any unpaid balance after 30 days of invoice date.

ADDITIONAL SERVICES

If during the performance of the work you require that Arizona Pinnacle Engineering, LLC, provide services that are not included in our Scope of Basic Engineering Services, we will initiate an Additional Services Letter that will require your signature prior to completing such "Additional Services". Additional Services are available on an hourly or lump sum fee basis, depending on task. We are enclosing our Hourly Billing Rate Schedule for your reference. Review of Contractor-prepared shop drawings that depict a design scheme significantly different than that shown on the Contract Documents can be performed on an hourly fee basis, as an additional service.

Bo Arch

Re: Proposal for Mechanical and Electrical Engineering Services P20251.1

September 22, 2020

Page 6

Additional Services during construction include items such as substitution of materials due to delivery schedules after shop drawing approval, working out any solutions or alterations to Contractor-generated problems, working out any conflicts due to lack of coordination by the General Contractor or Subcontractors, or any Owner/Architectural-generated changes. This includes letters, phone calls, investigations, etc., caused by the above. If the time spent by us is a result of our own errors or omissions, it is understood such time will not be billable.

LIMITS OF RESPONSIBILITY

The services to be performed by the Engineer under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of the Engineer toward any person or persons not a party to this Agreement including, but not limited to any consultant, sub-consultant, or the agents, officers, employees, insurers, or sureties of any of them.

The Client and the Engineer waive all rights for damages, each against the other and against the sub-consultants, agents, and employees of the other, but only to the extent covered by property insurance during or after the performance of the work described herein except such rights as they may have to the proceeds of such insurance.

CESSATION OF WORK

Arizona Pinnacle Engineering, LLC, reserves the right to cease work, without legal penalty if payment for services is not received by AZPE within 15 days of the date that the Client receives payment from the Owner.

TERMINATION OF CONTRACT

This contract shall be terminated if either of the following conditions exists:

1. Immediately upon written notice that the Prime Agreement has been terminated.
2. Upon seven (7) days written notice should either party fail to perform in accordance with the articles of this Agreement. In the event of termination of this Agreement for reasons beyond the control of Arizona Pinnacle Engineering, LLC, the Engineer shall be compensated for all costs and expenses incurred in connection with the production of the project, based upon a pro-rata portion of the engineering work completed.

Bo Arch

Re: Proposal for Mechanical and Electrical Engineering Services P20251.1

September 22, 2020

Page 7

MEDIATION

Any claim or dispute arising out of, or related to, this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings for either party. The parties shall endeavor to resolve claims or disputes between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall share the mediators fees and filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARBITRATION

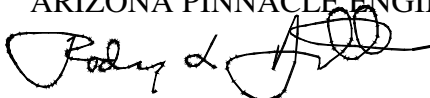
All claims or disputes arising out of, or related to, this Agreement shall be subject to arbitration. Claims or disputes between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.

OFFER AND ACCEPTANCE

We have made an extra effort to be competitive on this proposal. If there is any item in the scope of work that you would like us to omit or add, please call.

We appreciate the opportunity of working with you again and know it will be mutually beneficial.

Sincerely,
ARIZONA PINNACLE ENGINEERING, LLC



Rodney L. Hillis, P.E.
Managing Member

If the terms of this Agreement are acceptable, please indicate your acceptance and return a copy to our office. A signed Agreement is required prior to our commencing work.

Client Signature / Title

Date



ARIZONA PINNACLE ENGINEERING, LLC

Mechanical and Electrical Consulting Engineers

Rodney L Hillis, P.E. Raymond B Lanford, P.E. Eudjen Savu, P.E. Scott E Woods, P.E.

HOURLY RATE SCHEDULE

All work which is authorized as Hourly Services will be charged at the following hourly billing rates:

Manager	\$190.00
Engineer	\$175.00
Senior Designer	\$135.00
Designer	\$120.00
Drafter	\$95.00
Clerical	\$85.00

The above rates are valid through December 31, 2020.