

CITY OF EL MIRAGE
PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT is made and entered into this 8th day of September 2022, (“Effective Date”) by and between the City of El Mirage, an Arizona municipal corporation (“City”), and LEA-Architects, L.L.C. (“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 professional architectural and engineering services for the design of a new Public Works building (“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 Procurement Administrator for the City to provide the Services required by this Contract. The Procurement Administrator for the City shall be Valerie Ojeda, or designee. The Procurement 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. In the event of a discrepancy between this Agreement and Exhibit “A”, this Agreement shall control over Exhibit “A”.

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 Fifty-Nine Thousand Fifteen Dollars and Fifty Cents (\$159,015.50).

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 June 30, 2023.

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 Procurement 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, neither party shall be entitled to receive from the other party attorneys' fees, costs, or expenses.

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 for these Services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Consultant may be subject to I.R.S. provisions for payment of estimated income tax. Consultant is responsible for consulting the local I.R.S. office for current information on estimated tax requirements. Consultant will not be entitled to any benefits provided by City to its employees, including, but not limited to, health benefits, workers' compensation, unemployment coverage, deferred compensation, and all other typical employee benefits.

4.9 CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation will be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).

4.10 NOTICES

All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Consultant: LEA-Architects, L.L.C.
Attn: Lance Enyart, AIA
1730 East Northern Avenue, Suite 110
Phoenix, Arizona 85020

In the case of City City of El Mirage
Attn: City Manager
10000 N. El Mirage Road
El Mirage, Arizona 85335

With a copy to: City of El Mirage
Attn: City Attorney
10000 N. El Mirage Road
El Mirage, Arizona 85335

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery, date indicated on receipt if delivered by certified or registered mail.

4.11 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

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. Consultant shall also submit to the City a copy of Consultant's insurance policy endorsements indicating that the City is an additional insured under Consultant's insurance policies as required herein.

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 AND OTHER REQUIREMENTS

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.

A breach of the Immigration Warranty shall constitute a material breach of this Contract and shall subject the Consultant to penalties up to and including termination of this Contract at the sole discretion of the City.

Neither the Consultant nor any Sub-contractor shall be deemed to have materially breached the Professional Immigration Warranty if the Consultant or Sub-contractor establishes that it has complied with employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Article must be included in any contract the Consultant enters into with any and all of its Sub-contractors who provide services under this Contract or any sub-contract. "Services" are defined as furnishing labor, time, or effort in the State of Arizona by a professional or sub-contractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Consultant understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Consultant must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

4.20 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.

4.21 DEGREE OF CARE

Professional shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances.

4.22 THIRD PARTY BENEFICIARIES

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Professional.

4.23 ISRAEL BOYCOTT

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", as that term is defined in A.R.S. § 35-393, of Israel.

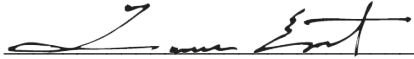
[Signature page follows]

CITY OF EL MIRAGE

CONSULTANT: LEA-Architects L.L.C.

By: J. Crystal Dyches
Its: City Manager

By: Lance Enyart, AIA
Print Name

By: 
Signature

Its Principal
Title

ATTEST:

Sharon Antes, City Clerk

APPROVED AS TO FORM:

Justin Pierce, City Attorney



Exhibit A

City of El Mirage Public Works Building Architectural/Engineering Design Scope of Services Narrative LEA - Architects, LLC

August 05, 2022

Revised August 22, 2022

I. BRIEF DESCRIPTION OF PROJECT

Project Site is located at the Existing Public Works Yard @ 10355 N 121st Ave. (S. of Peoria Ave. and along N. 121st Ave).

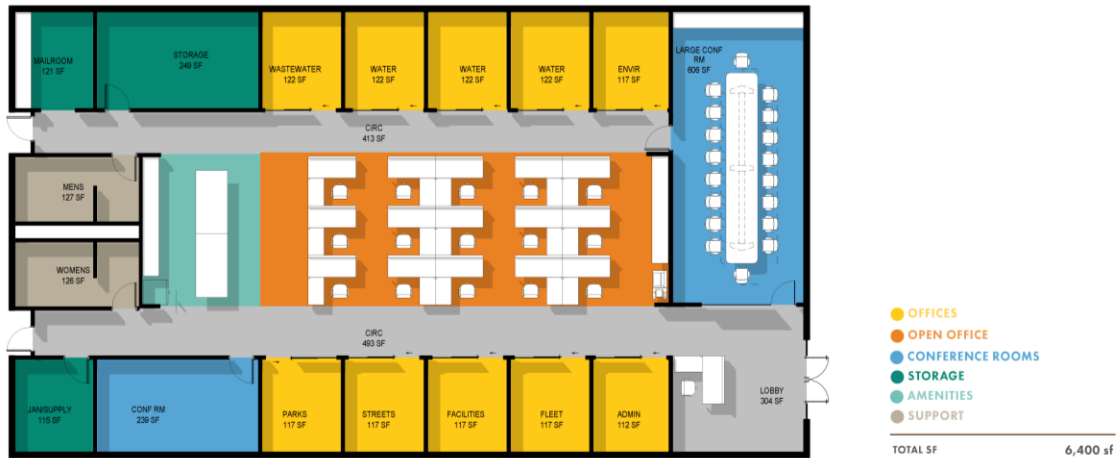


Public Works Building will be approx. 6,400 SF

- Lobby (300 SF)
- (10) Private Office (110 – 125 SF / Each)
- Open Office (approx. 16 workstations)
- Large Conf. Room (600 SF)
- Conf. Room (250 SF)
- Storage (250 SF)
- Mail Room (125 SF)
- Break Room
- Physical Fitness Area
- Men's/Women's Restrooms (250 SF)
- IT / Jan. . Elect.

PUBLIC WORKS BUILDING

TEST FIT | OPTION A



A. City of El Mirage Publics Work Building – Estimated Construction Budget of \$1.75 - \$2.0 M

II. GENERAL REQUIREMENTS

A. DESIGN STANDARDS

- All work shall conform to:
 - M.A.G. and other governmental/utility agency standard specifications.
 - City of El Mirage MAG Supplemental Specifications and Standard Details.
 - Title 34, Arizona Revised Statutes Regulation Public Buildings and Improvements.
 - City of El Mirage adopted Building Codes and ordinances.
 - City of El Mirage Design Standards and Policies Manual.
 - LEED standards from the USGBC for LEED certification, if required.

B. QUALITY CONTROL

- The Architect is responsible for quality control of his work. The Architect shall provide a list of sub-consultants for the project, which will not be changed without the approval of the City of El Mirage.

C. PROJECT DESIGN SCHEDULE

- Set design schedule prior to commencing work. Include dates for submittal of schematic design, design development, and construction documents.
- Submit monthly status reports indicating progress of the design and conformance with the project design schedule. If the project is not on schedule, the Architect will document reasons therefore and procedures required attaining original schedule.

D. COORDINATION

- City Agencies:

The Architect shall provide coordination with the City of El Mirage Departments designed by the City of El Mirage Project Manager as having an interest or authority over the work. The City of El Mirage will provide too the Architect copies of design guidelines, standards and specifications required by the various departments.

III. SUBMITTALS

A. GENERAL INFORMATION

1. The City's function in connection with submitted plans, specifications, construction cost estimates, design reports, etc. is review for conformance with design standards, procedures and criteria established by the City.
2. The Architect shall be responsible for:
 - a. Compliance with Design Criteria and Procedures and Scope of Work.
 - b. Preparation of plans and specifications of a quality representative of the profession, which are both clear and of sufficient detail to provide the Contractor direction by which this project any be constructed.
 - c. Requesting and obtaining available materials, maps, as-builts, reports, etc., as may be applicable to this project.
 - d. Ongoing communication and informal contact with the City of El Mirage.

B. GENERAL REQUIREMENTS

1. All submittals shall be made to the City of El Mirage. A Building Project generally consists of a schematic design, design development and construction document submittal to the City for review, comment and final approval.
2. It shall be the Architect's responsibility to assist the City of El Mirage Project Manager with submitting plans for review and coordinate with all agencies designated by City of El Mirage as having interest or jurisdiction over this project.

IV. MEETING PARTICIPATION

As part of the contractual relationship with the City, the Architect shall attend monthly coordination meetings. The Architect shall prepare minutes that outline meeting discussions and address action items and the responsible parties. LEA-Architects and the City of El Mirage shall review and approve all minutes. Minutes shall be submitted within 5 days of the meeting date.

V. DESIGN PHASE SERVICES

DATA COLLECTION / RESEARCH / SITE INVESTIGATION

1. Site visit with City of El Mirage
 - a. Prior to any work commencing.
 - b. Ensure understanding of scope.
2. Record drawings
 - a. The Architect shall request and obtain all available information with the assistance from the El Mirage Project Manager.
3. Existing reports/studies
 - a. Utilize and incorporate where possible any available reports/studies/plans.

PROGRAM VERIFICATION

1. LEA will review existing information provided by City of El Mirage, which includes existing site, utility, structural analysis and building information.
2. LEA will provide limited research for current City of El Mirage requirements that will be incorporated into the design of the Public Works Building.

SCHEMATIC DESIGN

1. The Architect shall prepare a preliminary evaluation of the project and its budgetary constraints and review with the Contract Administrator any inconsistencies between program requirements and budget limitations.
2. The Architect shall prepare and submit all materials, attend meetings and make presentations required to obtain City of El Mirage Development Review Board approvals.
3. Site Analysis – The architect will evaluate the site and prepare preliminary concept site plan options based on approved programming information to determine the best site layout. This evaluation will be presented to the City of El Mirage prior to continuation of the Schematic Design Phase
4. As a result of (1) above, prepare schematic design studies resulting in a design concept. The Architect shall prepare schematic design documents including the following:
 - a. Plans – 1/8” scale as approved Floor Plans
 - 1) Showing space relationships
 - 2) Identification of rooms/spaces with room size
 - 3) Identification of mechanical spaces
 - 4) Overall dimensions
 - 5) Roof plans showing equipment location, access, drainage and pitch
 - 6) Identification of proposed structural systems
 - b. 3D BIM Model / Renderings / Elevations
 - 1) 3D BIM Model / Renderings of the building exterior and key interior spaces
 - 2) All exterior building elevations
 - 3) Material identification and color
 - c. Sections
 - 1) Longitudinal section
 - 2) Cross section
 - 3) Special structural or casework sections
 - 4) Typical wall sections to show materials, relationships and construction intent
 - d. Site Plan
 - 1) Building location and orientation
 - 2) Automobile parking lot, including handicap spaces
 - 3) Drives/walkway/hardscape
 - 4) Landscape areas, including preliminary plant identification
 - 5) Security considerations, e.g., site lines
 - 6) Zoning, including adjacent parcels
 - e. Outline Specifications
 - 1) Structural system, plumbing mechanical and electrical
 - 2) Special systems
 - 3) Exterior wall construction
 - 4) Energy conservation considerations
 - 5) General interior finish schedule, identifying carpeted areas and other floor finishes, wall finishes and ceiling materials
 - f. Code Analysis – Including areas where variances would be required and reasons why compliance would be difficult.
 - g. Statement of Design Concept and Philosophy – General written description of the concepts and considerations which lead to the design solution.

5. Architectural / Topographic Survey (Note: Expanded Area Survey is additional service)
 - a. Topographic survey, including utility locations, utilizing City of El Mirage datum.
 - b. Survey will include all above ground and accessible underground features.
 - c. Results of survey to be plotted at a minimum scale of 1"=20" with 1' contour intervals.
6. The design team, including sub-consultants, will participate in a review meeting of schematic design documents with the various City departments.

DESIGN DEVELOPMENT

1. Based on the approved SCHEMATIC DESIGN, the Architect shall prepare design development documents sufficiently annotated and detailed to adequately convey the size and character of the project and further define the finish materials, structural, mechanical, electrical and any special systems. In addition, a color board of building materials will also be presented. The Design Development submittal should include the following:
 - a. Plans – 1/8" = 1'0" scale unless noted
 - 1) Dimensioned floor plans showing partitions, doors, windows and columns
 - 2) Enlarged plans at 1/4" = 1'0" scale of special areas.
 - 3) Enlarged toilet room plans at 1/4" = 1'0" scale showing fixtures, dimensions and accommodations for the disabled
 - 4) Reflected ceiling plans showing lighting layout and mechanical diffusers
 - 5) Roof plan(s) showing equipment, drains, hatches and traffic treads
 - 6) Enlarged mechanical room plans at 1/4" = 1'0" scale showing major mechanical equipment to scale and equipment service space (e.g., filter pulls, boiler tube pulls, etc.)
 - 7) Mechanical plans showing main (primary) duct distribution and equipment schedules Structural plan(s) showing major framing members and columns, dimension column grid, typical floor and roof
 - 8) LEA-Architects- construction details, and design live and dead load calculations
 - 9) Electrical plans showing power distribution, fixture and equipment schedule, special systems diagrams, including telephone and data systems
 - 10) Plumbing plans showing plumbing fixture and equipment schedule, water, waste and vent riser diagrams with pipe sizes
 - 11) Foundation plan, with footing and foundation sizes, reinforcing and elevations
 - b. Elevations – 1/8" = 1'0" scale
 - 1) Same elevations as called for in Schematic Design phase, but showing (identifying) all materials, colors, light fixtures, louvers, roof mounted equipment, penthouses, downspouts, etc.
 - 2) Interior elevations of special areas identified in A.2 above. Interior elevations shall show all materials and pertinent vertical dimensions
 - c. Sections
 - 1) Typical wall section through solid exterior walls at 1/2" = 1'0" scale
 - 2) Typical exterior wall section through window/store front construction at 1/2" = 1'0". Wall sections shall show materials, bond beams, lintels, flashing, masonry coursing, beam bearing, roof construction, sill and head conditions and floor foundation connection
 - 3) Cross section and longitudinal sections at 1/8" = 1'0" showing roof and floor construction, ceiling height and major duct space

- 4) Section through roof penetrations at ½" = 1'0" showing curbs and flashing
 - d. Site Plan
In addition to Schematic Design information, provide:
 - 1) Grading and drainage
 - 2) Utility service entrance points
 - 3) Landscape plan/Irrigation plan
 - 4) Site lighting: including submittal of light fixture cut sheets
 - 5) Pavement sections, pedestrian walkways, apron access ways, and similar improvements
 - e. Specifications
 - 1) Supplementary General Conditions or Project Procedures and Details
 - 2) Index of final specifications
 - 3) Technical specifications
 - 4) Interior finish and door schedules with color and material palette
 - f. Code Evaluation
 - 1) Written report of preliminary reviews with Planning Division Development Services Division
 - 2) Architect shall have filed for and received disposition of variances identified in the Schematic Design phase
2. Geotechnical Report (Additional Service)
 - a. Sealed by Arizona-registered Geotechnical Engineer.
 - b. Vicinity map of project limits.
 - c. Plot plan showing location of borings.
 - d. Detailed description of findings.
 - e. Summary and results of laboratory tests performed.
 3. The design team, including sub-consultants will participate in a review meeting of design development documents with various City departments.

CONSTRUCTION DOCUMENTS

1. After the design development documents and construction cost estimates receive written approval from the City of El Mirage, the Architect shall prepare construction drawings, plans and specifications to include architectural, structural, mechanical, electrical, civil, and landscape as appropriate to allow for the bidding and construction of the project.
2. The Architect shall assist the City of El Mirage Project Manager with submitting the construction documents to the Authority having jurisdiction over the project. It shall be the Architects responsibility to comply with all Federal, State and local codes in effect at the time the drawings, plans and specifications are approved.
3. The Architect shall coordinate the preparation of the technical specifications with the City of El Mirage standard General Conditions for format and content consistency.
4. The design team, including sub-consultants will be required to participate in a review meeting of the construction documents with various City departments.
5. All comments from the construction document review shall be resolved and the Architect shall deliver a complete set of professionally sealed contract documents to the City. The City will provide a final review of all documents back checking the review comments and will notify the Architect immediately of any outstanding issues, which would prohibit final approval of the project.
6. The city will be responsible for the reproduction and distribution of bidding documents.

BIDDING/GMP PHASE SERVICES

- A. During the bidding phase, the Architect shall make services available to the General Contractor’s for interpretation of the plans and specifications and review of prior approved equal product submittals. Requests for approved equals shall be processed in strict conformance to the requirements of Title 34, Arizona Revised Statutes. The Architect shall develop and provide to the City all required project addenda during the project bidding phase.

VI. SPECIAL SERVICES (Additional Design Requirements)

LEA has included the following fees, which can be utilized for the outlined tasks:

- A. Geotechnical Report – As outlined in Design Development Design
- B. Design Reimbursable Allowance - LEA has included an allowance for travel and reimbursable expenses
- C. Civil Engineering (Campus Retention Analysis) – LEA has included cost for Civil Engineering Analysis of the existing El Mirage Public Works Campus Retention Basin to substantiate that it will retain the required on-site storm water retention. (Note: Should the analysis determine that the existing retention is not sufficient, and the City of El Mirage wishes to modify/increase the retention basin additional fees will be required for this added scope of work.)



VII. CONSTRUCTION PHASE SERVICES

LEA Architects will submit Construction Administration Fees as requested by City of El Mirage following the Design Phase of the Project

VIII. General Assumptions and Clarifications

City of El Mirage Public Works Building
Architectural Design Scope of Services Narrative
LEA – Architects, LLC - ~~8/05/22~~ Rev. 8/22/22

1. LEA Architects has not included costs for structural engineering (if required) for relocation of the existing parking canopy.
2. We have not included additional costs for Fire Sprinkler and/or Fire Alarm Design submittals which will be completed by the contractor as deferred submittals.
3. We have not included additional costs for USGBC LEED Certification.
4. We have included limited coordination with El Mirage IT for conduit stub-ups / rough in into building walls to accessible ceiling space. The City of El Mirage shall be responsible for AV / telco / data systems and cabling.
5. We have included limited coordination of FF&E with City of El Mirage Furniture Vendor for design layout purposes. It is our understanding that these items will be purchased by City of El Mirage. We will provide power/data outlets in accordance with the requirements provided by City of El Mirage and/or the Furniture Vendor selected by City of El Mirage as part of our base scope of services.
6. We have not included coordination, specification or procurement of any desktop computer equipment, copiers, fax machines, or other office equipment. It is our understanding that these items will be purchased by City of El Mirage. We will provide power outlets in accordance with the requirements provided by City of El Mirage as part of our base scope of services.
7. We have included allowance for limited drawing reproduction within our proposal. This allowance will cover limited normal document printing, plotting and reproduction through bidding of the project. Costs for reproducing plans/specs “issued for construction” are not included.
8. Legal Descriptions, Rezoning or rezoning exhibits are not included.
9. Construction Administration and Post Construction Services are not included
10. Building Commissioning (Fundamental / Enhanced) are not included
11. Existing Building Hazardous Material Assessments are not included

IX. City of El Mirage Responsibilities

1. Provide all available site documentation, including utilities and drainage reports
2. Participate in design meetings
3. Coordinate interdepartmental communication
4. Provide document review and feedback at each phase
5. Pay all permit submittal fees
6. Design / Procurement of security systems, access control systems, CCTV, and Alert Monitor via City vendors

MANHOUR BREAKDOWN BY TASK/PERSONNEL

FIRM: **LEA-Architects LLC**
 PROJECT: **Public Works Building**
 DATE: **8/5/2022 Revised 8/23/22**

CLIENT: **City of El Mirage**

LEA-ARCHITECTS LLC MANHOURS - Attachment B

Tasks	Description	Project Principal	Project Manager	Project Architect	CADD Operator	Clerical		TOTAL HOURS	COST (LUMP SUM)	Engineering Fees (LS)	Additional Services (Lump Sum)	Engineering Services Reimbursables (Allowances)	TOTAL COST
		\$195.00	\$135.00	\$135.00	\$95.00	\$55.00							
1.0	Program Verification /Concept Design (15% Design)												
A	El Mirage Public Works Building												
A-1.1	Kick-off / Design Meeting /Site Tour / Program Verification	2.5	2.5	0.0	0.0	0.0		5.0	\$ 825.00			\$ 25.00	\$ 850.00
A-1.3	Review Existing Documentation	2.00	2.0	1.0	2.0	0.0		7.0	\$ 985.00				\$ 985.00
	SUB-TOTAL HOURS	4.5	4.5	1.0	2.0	0.0		12.0					
	SUB-TOTAL COSTS	\$877.50	\$607.50	\$135.00	\$190.00	\$0.00		SUB-TOTAL COST	\$ 1,810.00	\$ -	\$ -	\$ 25.00	\$ 1,835.00
2.0	Schematic Design (30% Design)												
A	El Mirage Public Works Building												
	Schematic Design Phasing Plans												\$ -
A-2.1	Site / Floor Plan / Sections / RCP	8.0	20.0	10.0	48.0	0.0		86.0	\$ 10,170.00				\$ 10,170.00
A-2.2	Schematic BIM Modeling / Renderings	4.0	4.0	12.0	24.0	0.0		44.0	\$ 5,220.00				\$ 5,220.00
A-2.3	Draft Specifications	1.0	2.5	2.0	0.0	1.0		6.5	\$ 857.50				\$ 857.50
A-2.4	Design Coordination with Engineers / Consultants	2.0	15.0	2.0	10.0	0.5		29.5	\$ 3,662.50				\$ 3,662.50
A-2.5	Project Meetings with City of El Mirage	4.0	4.0	0.0	0.0	1.0		9.0	\$ 1,375.00			\$ 50.00	\$ 1,425.00
A-2.7	Review /Coordinate Project Design Schedule	1.0	1.0	0.0	0.0	0.0		2.0	\$ 330.00				\$ 330.00
A-2.8	Public Utility Coordination	0.5	2.0	0.0	0.0	0.5		3.0	\$ 395.00				\$ 395.00
A-2.9	Quality Control /Review	1.0	2.0	0.0	0.0	0.5		3.5	\$ 492.50				\$ 492.50
	Civil Engineer Design Services (Dibble)								\$ -	\$ 7,540.00			\$ 7,540.00
	Civil Engineer Services (Survey)								\$ -	\$ 4,160.00			\$ 4,160.00
	Civil Engineer Services (Additional Survey of Exist. Campus Retention)								\$ -			\$ 2,780.00	\$ 2,780.00
	Structural Engineer Design Services (BDA)								\$ -	\$ 2,000.00			\$ 2,000.00
	MPE. Engineer Design Services (PACE)								\$ -	\$ 1,250.00			\$ 1,250.00
	Landscape Architect (Design Ethic)								\$ -	\$ 1,200.00			\$ 1,200.00
	Schematic Design Cost Estimate (Ed Stankus)								\$ -		\$ 1,600.00		\$ 1,600.00
	SUB-TOTAL HOURS	21.5	50.5	26.0	82.0	3.5		183.5					
	SUB-TOTAL COSTS	\$4,192.50	\$6,817.50	\$3,510.00	\$7,790.00	\$192.50		SUB-TOTAL COST	\$ 22,502.50	\$ 16,150.00	\$ 1,600.00	\$ 2,830.00	\$ 43,082.50

**MANHOUR BREAKDOWN
BY TASK/PERSONNEL**

Tasks	Description	Project Principal	Project Manager	Project Architect	CADD Operator	Clerical		TOTAL HOURS	COST (LUMP SUM)	Engineering Fees (LS)	Additional Services (Lump Sum)	Engineering Services Reimbursables (Allowances)	TOTAL COST
		\$195.00	\$135.00	\$135.00	\$95.00	\$55.00							
3.0	Design Development (60% Submittal)												
A	El Mirage Public Works Building												
A-3.1	Review /Coord. Schem. Design Comments	0.50	2.0	0.0	1.0	1.0		4.5	\$ 517.50				\$ 517.50
A-3.2	Design Development Submittal	10.0	38.0	12.0	100.0	2.0		162.0	\$ 18,310.00				\$ 18,310.00
A-3.3	Draft Specifications	0.5	8.0	2.0	0.0	1.0		11.5	\$ 1,502.50				\$ 1,502.50
A-3.4	Design Coordination with Engineers	1.0	6.0	2.0	4.0	0.0		13.0	\$ 1,655.00				\$ 1,655.00
A-3.6	Progress Project Meeting	2.0	4.0	2.0	0.0	1.0		9.0	\$ 1,255.00			\$ 50.00	\$ 1,305.00
A-3.8	Review /Coordinate Project Design Schedule	1.0	1.0	0.0	1.0	0.0		3.0	\$ 425.00				\$ 425.00
A-3.10	Public Utility Coordination	0.5	2.0	0.0	2.0	0.5		5.0	\$ 585.00				\$ 585.00
A-3.11	Quality Control Review	1.0	2.5	1.0	0.0	0.5		5.0	\$ 695.00				\$ 695.00
	Civil Engineer Design Services (Dibble)								\$ -	\$ 8,380.00			\$ 8,380.00
	Civil Engineer Services (Fire Flow Test)								\$ -	\$ 500.00			\$ 500.00
	Structural Engineer Design Services (BDA)								\$ -	\$ 4,400.00			\$ 4,400.00
	MPE. Engineer Design Services (PACE)								\$ -	\$ 3,500.00			\$ 3,500.00
	Landscape Architect (Design Ethic)								\$ -	\$ 1,800.00			\$ 1,800.00
	60% DD Cost Estimate (Ed Stankus)								\$ -		\$ 2,240.00		\$ 2,240.00
	Geotechnical Report (Western Tech.)								\$ -			\$ 3,350.00	\$ 3,350.00
	SUB-TOTAL HOURS	16.5	63.5	19.0	108.0	6.0		213.0					
	SUB-TOTAL COSTS	\$3,217.50	\$8,572.50	\$2,565.00	\$10,260.00	\$330.00			\$ 24,945.00	\$ 18,580.00	\$ 2,240.00	\$ 3,400.00	\$ 49,165.00
Tasks	Description	Project Principal	Project Manager	Project Architect	CADD Operator	Clerical		TOTAL HOURS	COST (LUMP SUM)	Engineering Fees (LS)	Additional Services (Lump Sum)	Engineering Services Reimbursables (Allowances)	TOTAL COST
		\$195.00	\$135.00	\$135.00	\$95.00	\$55.00							
4.0	Construction Documents (90% /100% Submittal)												
A	El Mirage Public Works Building												
A-4.1	Review /Coord. of D.D. Owner /User Comments	1.0	2.0	1.0	1.0	1.0		6.0	\$ 750.00				\$ 750.00
A-4.2	90% Construction Documents Submittal (Drawings & Specs)	8.0	24.0	12.0	100.0	1.0		145.0	\$ 15,975.00				\$ 15,975.00
A-4.3	Design Coordination with Engineers	2.0	6.0	2.0	12.0	2.0		24.0	\$ 2,720.00				\$ 2,720.00
A-4.5	Project Meetings	4.0	6.0	0.0	2.0	1.0		13.0	\$ 1,835.00			\$ 50.00	\$ 1,885.00
A-4.7	Review /Coordinate Project Design Schedule	0.0	1.0	0.0	0.0	0.0		1.0	\$ 135.00				\$ 135.00
A-4.9	Public Utility Coordination	0.5	2.0	2.0	0.0	0.5		5.0	\$ 665.00				\$ 665.00
A-4.10	Quality Control /Review	2.0	8.0	0.0	4.0	1.0		15.0	\$ 1,905.00				\$ 1,905.00
A-5.8	100% Construction Documents (Permit Submittal (Drawings & Specs)	0.5	4.0	2.0	20.0	1.0		27.5	\$ 2,862.50			\$ 25.00	\$ 2,887.50
A-5.9	El Mirage Plan Review Submittals	0.0	2.0	0.0	2.0	0.5		4.5	\$ 487.50				\$ 487.50
A-5.10	El Mirage Plan Review Corrections	1.0	4.0	0.0	24.0	3.0		32.0	\$ 3,180.00				\$ 3,180.00
	Civil Engineer Design Services (Dibble)								\$ -	\$ 13,558.00			\$ 13,558.00
	Civil Engineer Services (Drainage Report)								\$ -			\$ 4,360.00	\$ 4,360.00
	Structural Engineer Design Services (BDA)								\$ -	\$ 4,000.00			\$ 4,000.00
	MPE. Engineer Design Services (PACE)								\$ -	\$ 3,750.00			\$ 3,750.00
	Landscape Architect (Design Ethic)								\$ -	\$ 3,600.00			\$ 3,600.00
	100% CD Cost Estimate (Ed Stankus)								\$ -		\$ 2,560.00		\$ 2,560.00
	SUB-TOTAL HOURS	17.5	49.0	17.0	119.0	6.5		209.0					
	SUB-TOTAL COSTS	\$3,412.50	\$6,615.00	\$2,295.00	\$11,305.00	\$357.50			\$ 30,515.00	\$ 24,908.00	\$ 2,560.00	\$ 4,435.00	\$ 62,418.00

**MANHOUR BREAKDOWN
BY TASK/PERSONNEL**

Tasks	Description	Project Principal	Project Manager	Project Architect	CADD Operator	Clerical		TOTAL HOURS	COST (LUMP SUM)	Engineering Fees (LS)	Additional Services (Lump Sum)	Engineering Services Reimbursables (Allowances)	TOTAL COST
		\$195.00	\$135.00	\$135.00	\$95.00	\$55.00							
6.0	Bidding / GMP Assistance												
A	El Mirage Public Works Building												
A-6.1	Coordinate /Review Contractor & Sub-contractor Questions / Attend Pre-bid Meeting	1.0	3.0	0.0	8.0	0.5		12.5	\$ 1,387.50			\$ 25.00	\$ 1,412.50
A-6.2	Prepared Addenda	1.0	2.0	0.0	2.0	0.5		5.5	\$ 682.50				\$ 682.50
A-6.3	Attend Bid Result Meeting	0.5	2.0	0.0	0.0	0.5		3.0	\$ 395.00			\$ 25.00	\$ 420.00
	SUB-TOTAL HOURS	2.50	7.0	0.0	10.0	1.5		21.0					
	SUB-TOTAL COSTS	\$487.50	\$945.00	\$0.00	\$950.00	\$82.50			\$ 2,465.00	\$ -	\$ -	\$ 50.00	\$ 2,515.00
	TOTAL HOURS	41.0	124.0	37.0	239.0	14.0		455.0					
	TOTAL COSTS	\$7,995.00	\$16,740.00	\$4,995.00	\$22,705.00	\$770.00			\$ 82,237.50	\$ 59,638.00	\$ 6,400.00	\$ 10,740.00	\$ 159,015.50

TOTAL BASIC DESIGN SERVICES FEE SUMMARY

El Mirage Public Works Building

Architectural Total Base Design Fee	\$ 82,237.50
Consulting Engineering Base Fee	\$ 59,638.00
Structural Total Base Design Fee	\$ 10,400.00
MPE Total Base Design Fee	\$ 8,500.00
Civil Total Base Design Fee	\$ 34,138.00
Landscape Arch. Total Base Design Fee	\$ 6,600.00
Reimbursable Expenses	\$ 250.00
TOTAL	\$ 142,125.50

TOTAL ADDITIONAL SERVICES (LUMP SUM) FEE SUMMARY

El Mirage Public Works Building

Cost Estimator Total Base Design Fee (LS)	\$ 6,400.00
TOTAL	\$ 6,400.00

TOTAL ADDITIONAL SERVICES FEE SUMMARY

El Mirage Public Works Building

Civil Engineering Campus Retention Analysis	\$ 7,140.00
Geotechnical Report	\$ 3,350.00
TOTAL	\$ 10,490.00



July 28, 2022

Mr. Randy Jones, RA
LEA Architects
1730 East Northern Avenue, Suite 110
Phoenix, AZ 85020

Re: Fee Proposal
El Mirage Public Works Building, El Mirage, Arizona

Dear Randy:

We are pleased to present to you this proposal for consulting design services covering the structural engineering for this project. The scope of the work is as described in your email of July 26th. The scope includes

The design of a new 6,400 square foot Public Works building. The construction is anticipated to be of masonry load bearing walls and a wood trussed roof.

The construction budget is estimated at \$1.25M.

As a design-based consulting firm, it is our desire to create structures that work in harmony with the architecture. For this project, we propose to provide the following services as a portion of the basic design contract:

1. Assist in development of appropriate and acceptable structural systems for the proposed building during the schematic and design development phases.
2. During the design development and construction document phases, prepare all required structural drawings and details to be incorporated in the final project set. This includes the General Structural Notes, plans, sections, and details, in conformance with all relevant codes, ordinances and guidelines.

The construction documents will be produced using Revit software.

4. During the construction document phase, prepare all final Structural design calculations reflecting the final design.
5. Include electronic plotting as required for necessary coordination. Progress and Final drawings will be submitted via first generation pdfs as agreed upon with Architect. Prepare electronic copies of calculations and review architect-created specifications as required by reviewing jurisdiction.

6. Include all necessary documentation for permit submittal as required by reviewing jurisdiction.
7. During the design development phase, review of relevant specifications generated by others.
8. Review and coordinate between final Architectural drawings, as necessary, for accuracy and correctness.
9. Review and address building department comments for building permit issuance, coordinate revisions with Architect, revise and digitally re-plot all drawings and calculations affected.
10. General Construction Administration, including complete review of relevant shop drawings and material submittals, coordinated with Architect, for conformance with construction documents.
11. Provide responses to construction-related questions and RFIs, including review and response to General Contractor change order requests (CORs), and provide clarification sketches, coordinated with Architect.

Currently excluded from this scope are:

1. Reimbursable expenses, which will be billed in conjunction with our current schedule.
2. Construction site services.
3. Special Structural Inspections – we will provide an estimate for this service.

The items currently excluded from this proposal may be included under a separate contract or as an addendum to this proposal.

For the scope of project, as described above, we propose a fixed fee of \$10,400 (Ten Thousand and Four Hundred Dollars).

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

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

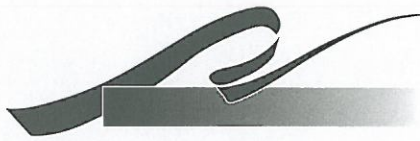
The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express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

We have established our reputation for being a different kind of structural design firm - one that is creative, design based, cost-conscious and responsive. All consulting engineering are provided with the consensus standard of care for the profession.

Yours truly,

A handwritten signature in black ink, appearing to be 'J. Greg Brickey', with a small dot above the 'i'.

J. Greg Brickey, SE
Principal
GB/mg



August 1, 2022

LEA - Architects, LLC
1730 East Northern Avenue, Suite 110
Phoenix, Arizona 85020

Attn: Randy Jones

Re: El Mirage Public Works Bldg

***Mechanical, Plumbing and Electrical
Engineering Design Services for Tenant Improvement
PACE Proposal No. P22-186
Client's Project No.***

Peterson Associates is pleased to submit this proposal to provide mechanical, plumbing and electrical engineering design services for the above referenced 6,400 sq. ft. new office building for public works department located in El Mirage, AZ.

Construction documents shall require a minimum of thirty-five (35) working days to complete upon receipt of approved backgrounds and relevant documentation.

We appreciate you considering Peterson Associates. If we can answer any questions or provide you with additional information, please do not hesitate to contact us. If you wish to retain our services, please return a signed copy of this proposal as our authorization to proceed.

1.0 Preliminary Matters

1.1 Consultant's Responsibilities

A. The Consultant is an independent contractor, is responsible for the methods and means used in performing the Consultant's services under this Agreement, and is not an employee, agent or partner of the Client.

B. The Consultant shall designate a representative authorized to act on the Consultant's behalf.

C. The Consultant shall recommend to the Client that appropriate investigations, surveys, tests, analyses and reports be obtained as necessary for the proper execution of the Consultant's services.

D. The Consultant shall coordinate the Consultant's services with those of the Client and the Client's other consultants for the

Project, and shall provide progress copies of drawings, reports, specifications and other necessary information to the Client and the Client's other consultants for coordination and review. All aspects of the work designed by the Consultant shall be coordinated by the Consultant, and the Consultant shall also become familiar with the Work designed by the Client and the Client's other consultants as necessary for the proper coordination of the Consultant's services.

E. The Consultant shall not be responsible for the acts or omissions of the Client, Client's other consultants, Contractors, Subcontractors, their agents or employees, or other persons performing services related to the Project.

F. The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.

G. In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality

H. The Consultant shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of submission to building authorities. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

1.2 Client's Responsibilities

A. The Client shall be the general administrator of the professional services for the Project, and shall facilitate the exchange of information among the consultants retained by the Client.

B. The Client shall designate a representative authorized to act on the Client's behalf.

C. The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

D. The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by the Consultant under this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

2.0 Consultant's Compensation

2.1 Basis of payments for services and reimbursable expenses of Consultant.

A. Client shall pay Consultant for Basic Services as follows:

Site Lighting/Power	\$2,000.00
Initial Site Investigation	EXCLUDED
<u>Design Phase</u>	
Construction Documents Mechanical, Plumbing And Electrical	\$5,750.00

Fire Protection & Fire Alarm excluded from scope.

Energy Code Reports	\$750.00
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Construction Phase

Not included

Scheduled Hourly Rates

Principal Engineer	\$175.00 per hour
Project Engineer	\$150.00 per hour
Project Manager	\$130.00 per hour
Specification Technician	\$125.00 per hour
Construction Administration	\$125.00 per hour
Project Designer	\$120.00 per hour
CADD Technician	\$ 95.00 per hour
Administrative	\$ 75.00 per hour
Mileage	\$0.56 per mile

B. If the scope of the Consultant's services is changed materially, the amounts of compensation shall be equitably adjusted.

C. The Consultant reserves the right to revise the above fees in the event that the proposal is not executed within 90 calendar days of the date the proposal is issued to the Client.

D. The Consultant reserves the right to request additional fees and schedule duration if the project is placed on hold by the Client for more than 60 calendar days.

2.2 *Reimbursables*

A. Reimbursable expenses **are included** in the above fee and consist of the following: facsimile transmission, expenses of reproductions, postage and handling of drawings, specifications and other expenses incurred in connection with the Project.

2.3 *Invoices*

A. Invoices will be prepared in accordance with Consultant's standard invoicing practices and will be submitted to the Client by the Consultant at least monthly.

B. If Client fails to make any payment due Consultant for services and expenses within ten (10) days after receipt of payment by their client, the Invoice shall be deemed past due and Client agrees to pay a finance charge of 1-1/2% per month on all past due accounts.

C. In the event of a disputed or contested Invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to the Client, or on account of the cost of changes in the Work other than those for which the Consultant is held legally liable.

2.4 *Pre-lien and Liens*

A. The Consultant reserves the right to execute a pre-lien or lien against the project. The Consultant will notify the Client when a pre-lien will be executed against the project at the time of the proposal.

3.0 *General Considerations*

3.1 *Use of Consultant's Drawings, Specifications and other Documents*

A. Except for reference and coordination purposes, documents prepared by the Consultant are instruments of the Consultant's services for use solely with respect to this Project and, unless otherwise provided, the Consultant shall be deemed the author of these documents and shall retain all common law, statutory and

other rights, including the copyright. The Client shall be permitted to retain copies, including reproducible copies, of the Consultant's documents for information and reference. The Consultant's documents shall not be used by the Client or others on other projects, or for completion of this Project by others, unless the Consultant is adjudged to be default under this Agreement, except by agreement in writing and with appropriate compensation to the Consultant.

B. The Client and Consultant shall not make changes in each other's documents without written consent of the other party.

C. Submission or distribution of consultant's documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Consultant's reserved rights.

D. Under no circumstances will the Consultant's AutoCAD files be provided to the Owner, General Contractor or Sub-Contractors. The AutoCAD files shall remain the sole property of the Consultant.

3.2 *Insurance*

A. The Consultant agrees to provide evidence of insurance coverage for Professional Liability Insurance, Workmen's Compensation, and Commercial Liability Insurance on an annual basis.

3.3 *Betterment*

A. If, due to the Consultant's negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

3.4 *Controlling Law*

A. This Agreement is to be governed by the law of the State of Arizona.

3.5 *Maintenance Obligations*

A. Client and Consultant agree that inspection, maintenance, and normal repair are the exclusive obligation of the Owner of a structure. Consultant shall have no responsibility for the inspection, maintenance and normal repair of any portion of the project, and shall have no financial or other responsibility for damages arising out of the failure to inspect, maintain, or repair the project.

3.6 *Design Without Construction Phase Services*

A. It is understood and agreed that the Consultant's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Client waives any claims against the Consultant that may be in any way connected thereto.

B. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors and employees (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Consultant.

C. If the Client requests that the Consultant provide any specific construction phase services, and if the Consultant agrees to provide such services, then they shall be compensated for as Additional Services as provided in Section 2.0 Consultant's Compensation.

3.7 *Successors and Assigns*

A. The Client and the Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of the Client and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

3.8 *Dispute Resolution*

A. If a dispute arises between parties relating to this Agreement, the parties shall promptly hold a meeting attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution to the dispute.

B. If, within thirty (30) days after such meeting, the parties have not succeeded in negotiating a resolution to the dispute, the parties may submit the dispute to non-binding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Such requests for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the request for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other

matter in question would be barred by the applicable statute of limitations.

3.9 *Limitation of the Consultant's Liability to the Client*

A. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, employees and subconsultants, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the Consultant under this Agreement, or the total amount of \$100,000.00 whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

3.10 *Indemnification*

A. The Client and Consultant mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts in the performance of their services under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

B. Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Design Professional harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or economic loss arising or allegedly arising out of the professional services provided under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Design Professional.

3.11 *Survival*

A. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

3.12 Severability

A. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

The Consultant's representative with respect to the services to be performed under this Agreement will be Mr. Marc Haase, Tenant Improvement Director.

The parties hereto have accepted the terms and conditions of this proposal and entered into an agreement as of the day and year first written above.

CONSULTANT
Peterson Associates Consulting Engineers, Inc.

CLIENT

Accepted By: _____

Accepted By: _____

Marc Haase
Title: Vice President

Title: _____

Date: _____

Date: _____ Project No. _____

p 602.957.1155 | 7878 North 16th Street, Suite 300
f 602.957.2838 | Phoenix, AZ 85020

dibblecorp.com

August 22, 2022

Randy Jones
Director of Operations
1730 East Northern Avenue, Suite 110
Phoenix, AZ 85020
rjones@lea-architects.com

**RE: El Mirage Public Works Building
10355 N 121st Avenue
El Mirage, AZ 85335
Survey & Civil Engineering Services Proposal**

Randy,

Thank you for the opportunity to submit this proposal to provide survey and civil engineering services. This proposal has been prepared based on our understanding of the project as described in the Project Understanding and Scope of Services sections. We look forward to partnering with your team for a successful project.

PROJECT UNDERSTANDING:

Project summary

- Site location is a portion of the developed public works yard. Area of impact is expected to be a maximum of 1.25 acres.
- Project includes a new building and associated parking
- Existing shade canopy will be relocated by El Mirage prior to start of construction

Grading & Drainage

- Existing drainage patterns will be maintained and it is anticipated that the impervious area will not increase or will increase a negligible amount. The base proposal does not include a retention analysis or new/modified retention basin design. An alternate is provided to survey the adjacent retention basin and perform a campus retention analysis. The analysis does not include a full campus survey, the analysis will only calculate the required retention volume for the site and calculate the retention required. Improvements to direct water to the retention basin or confirmation all runoff enters the basin is not included in this proposal.
- Improvements will not extend into the adjacent floodplain to the east, a floodplain use permit or retention analysis is not anticipated.
- Off-site flows are not anticipated.

Existing/proposed utilities:

- Fire service will be provided with a connection to the public main within the adjacent 121st Avenue
- Domestic water service will be provided with a connection to the public main within the adjacent 121st Avenue
- Sanitary sewer service will be provided with a connection to the public main within the adjacent 121st Avenue
- New fire hydrants, if required will be provided with connection to the public main within the adjacent 121st Avenue. Extension of on-site fire loop is not anticipated.
- Utility relocations are not anticipated
- Off-site utility improvements are not anticipated.



Adjacent roadway infrastructure:

- Adjacent roadway is developed with asphalt improvements. The existing driveway cut will be maintained. The site will include a second driveway with visitor parking connection to 121st Avenue. No other improvements outside the perimeter fence are anticipated.

Parcel summary

- Replat/Lot Combo/Easements new or abandonment are not anticipated.

CONDITIONS:

- Architect will provide electronic files (AutoCAD) of the proposed site and building improvements for use as the basis of the civil design
- The Client will provide a Geotechnical Report with recommendations for pavement sections and percolation rates to complete the civil design for this project. If underground retention is proposed report will include underground retention bedding and backfill design.
- Submittals will be made via pdf documents and printing if required will be done by others or reimbursed at cost to Dibble
- Submittal and review fees will be paid by Owner/Architect at the time of submittal
- Client will provide a current ALTA Survey or Title Report including Schedule 'B' items
- Site plan changes after SD phase may require additional services request, site plan changes after DD phase will require additional services request
- Bidding & post design services proposal will be provided at the completion of the Construction Document phase.
- Schematic design drawings will serve as the civil engineering required submittals for the pre-application/site plan submittal. Additional drawings, reports, or other document preparation is not anticipated.
- Survey proposal is based upon the base and alternate survey services, if alternate is selected, to be performed at the same time at the start of the project.
- Meetings are as noted in each section. Should the required meeting attendance exceed the expected number of meetings additional compensation will be requested.
- It is anticipated the concrete containment fueling/other area on the east limit of the project will be maintained and not impacted by this project.

DESIGN STANDARDS/PERMITTING AGENCY

Design will conform to the following Authorities Having Jurisdiction (AHJ).

- City of El Mirage

Design will be reviewed and permitted by the following AHJ(s)

- City of El Mirage

SCHEDULE:

- Dibble is prepared to begin immediately and will coordinate with the Owner/Architect to establish a project schedule. Design is expected to begin in September of 2020 until March 2023. Construction is expected to start July 1, 2023

SCOPE OF SERVICES:

1.0 Survey Services

1.1 Topographic Survey

Project Control

Dibble will perform Project Control Survey services including:

- Dibble will confirm the project control for the site
- Basis of Elevation: Elevations shall be tied to the City of El Mirage datum
- Basis of Coordinates: Coordinates (Northing and Easting) shall be based upon the City of El Mirage datum

Topographic Survey & Basemap Preparation

Dibble will perform Topographic Survey & Basemap services including:

- Prepare design ready AutoCAD base file including existing utilities and existing site features based on available utility as-built and quarter section drawings as well as conventional topographic survey.
- Limits of survey are per the attached exhibit.

2.0 Schematic Design Phase

2.1 Schematic Design Documents

Dibble will prepare Schematic Design documents including:

- Develop on-site plans including site demolition plan, civil site plan, grading & drainage plan, and utility plan
- Develop design of horizontal control of the site elements of the project including hardscape, drives, and drainage features
- Develop design of water, sewer, and fire protection services
- Develop design of storm water conveyance
- Develop draft drainage statement for the site for inclusion on the civil cover sheet
- Coordinate dry utilities by acquiring design plans from design team and illustrating dry utility alignment on civil plans, for reference only
- Coordination with Owner, Architect, Plumbing Engineer & Landscape Architect

2.2 Meetings & Coordination

- 3 ea. - 1 hour virtual meetings

3.0 Design Development Phase

3.1 Design Development Documents

Dibble will prepare Design Development documents including:

- Refine on-site plans including site demolition plan, civil site plan, grading & drainage plan, utility plan, cross sections, and details
- Refine design of horizontal control and vertical design & control of the site elements of the project including hardscape, drives, and drainage features
- Refine design of water, sewer, and fire protection services
- Refine design of storm water conveyance
- Refine draft drainage statement for the site for inclusion on the civil cover sheet
- Coordinate dry utilities by acquiring design plans from design team and illustrating dry utility alignment on civil plans, for reference only
- Coordination with Owner, Architect, Plumbing Engineer & Landscape Architect

3.2 Meetings & Coordination

- 3 ea. - 1 hour virtual meetings

4.0 Construction Document Phase

4.1 Construction Documents

Dibble will prepare Construction Documents including:

- Finalize on-site plans including site demolition plan, civil site plan, grading & drainage plan, utility plan, cross sections, and details
- Finalize design of horizontal control and vertical design & control of the site elements of the project including hardscape, drives, and drainage features
- Finalize the design of water, sewer, and fire protection services
- Finalize design of storm water conveyance
- Prepare final drainage statement for the site for inclusion on the civil cover sheet
- Coordinate dry utilities by acquiring design plans from design team and illustrating dry utility alignment on civil plans, for reference only
- Coordination with Owner, Architect, Plumbing Engineer & Landscape Architect

4.2 Storm Water Management Plan

Dibble will prepare a Storm Water Management Plan including:

- Prepare the SWMP (Storm Water Management Plan) in cooperation with the Contractor meeting the requirements of ADEQ and the City of El Mirage

4.3 Permitting

Dibble will perform Permitting services including:

- Coordinate AHJ provided civil review comments and meet with AHJ staff to resolve civil comments
- Respond/address AHJ civil comments

4.4 Meetings & Coordination

- 4 ea. - 1 hour virtual meetings

ALLOWANCE/SUB-CONSULTANTS

5.0 Fire Flow Test (allowance)

- Fire flow test for building fire flow calculations

ALTERNATE SERVICES

6.0 Campus Retention Analysis

6.1 Topographic Survey – Expanded Area Topographic Survey & Basemap Preparation

Dibble will perform Topographic Survey & Basemap services to support the campus drainage analysis including:

- Prepare design ready AutoCAD base file including existing utilities and existing site features based on available utility as-built and quarter section drawings as well as conventional topographic survey.
- Limits of expanded survey are per the attached exhibit.

6.2 Campus Retention Analysis

Dibble will perform a campus retention study including:

- Calculate campus required retention volume
- Calculate based upon survey retention volume provided along the east property limit
- Provide summary of site drainage characteristics/drainage patterns based upon visual observation (full campus topographic survey is not included, a proposal can be provided for this services if requested by the Owner).

EXCLUSIONS:

Unless noted otherwise within the Scope of Services the following services are excluded from this proposal

- Cost of permits or fees
- Survey Services including: Replat/Lot Combinations, ALTA survey, legal descriptions & exhibits
- Traffic study/Traffic impact analysis/Signal design
- Roadway signing & striping design
- Sub-surface exploration (utility pot-holing)
- Environmental investigations
- Geotechnical investigation
- Pavement section design & percolation tests (To be provided by Geotechnical Engineer)
- Design of off-site/public street, sidewalk, water, or sewer improvements
- Off-site flow analysis, floodplain analysis/modification/permitting, 404 permitting, off-site hydrology/hydraulics study
- Electrical design, mechanical design, natural gas design, landscaping, and irrigation design
- Site structural design including walls can be provide for an additional fee
- Street light plan/street light design
- Construction staking/Construction inspection
- Post design services
- Bidding phase services
- As-built survey / Record document preparation
- Certification of finish floor elevation
- NOI (Notice of Intent) application by Contractor
- LEED services

FEES:

1.0	Survey Services	\$ 4,160
1.1	Topographic Survey	\$ 4,160
2.0	Schematic Design Phase	\$ 7,540
2.1	Schematic Design Documents	\$ 6,430
2.2	Meetings & Coordination	\$ 1,110
3.0	Design Development Phase	\$ 8,380
3.1	Design Development Documents	\$ 7,270
3.2	Meetings & Coordination	\$ 1,110
4.0	Construction Document Phase	\$ 13,558
4.1	Construction Documents	\$ 7,046
4.2	Storm Water Management Plan	\$ 1,630
4.3	Permitting	\$ 3,402
4.4	Meetings & Coordination	\$ 1,480
	Subtotal	\$ 33,638

ALLOWANCE/SUB-CONSULTANTS

5.0	Fire Flow Test	\$ 500
	Subtotal	\$ 500

Base Services Total \$ 34,138

ALTERNATE SERVICES

6.0	Campus Retention Analysis	\$ 7,140
6.1	Topographic Survey – Expanded Area	\$ 2,780
6.2	Campus Retention Analysis	\$ 4,360
	Subtotal	\$ 7,140

Base + Alternate Services Total \$ 41,278

STANDARD BILLING RATES (January 1, 2022)

Project Manager	200.00
QA/QC Manager	195.00
Project Engineer (PE)	170.00
Assistant Project Engineer (EIT)	138.00
Designer	125.00
Land Surveyor (RLS)	188.00
Survey Technician	105.00
Survey Crew	198.00
Project Coordinator	115.00

ADDITIONAL SERVICES:

If the Consultant/Engineer is required to perform services in addition to those outlined in the Scope of Services, by reason of substantial changes ordered by the Owner or Architect or for any reason beyond the Consultant's/Engineer's control, they are to receive compensation for such services. Compensation for additional services not included in the Scope of Services for the basic services shall be based on time expended. Additional services must be approved by the Owner prior to the start of such work.

Invoices will be submitted monthly based on the percentage of the survey and civil engineering services that are complete. These invoices will be due and payable upon receipt and will be considered past due if not paid within seven days after Client's receipt of payment from the Owner.

If you have any questions, please feel free to call us at (602) 957-1155.

Sincerely,



C. Shannon Mauck, PE
Sr. Project Manager

Dibble

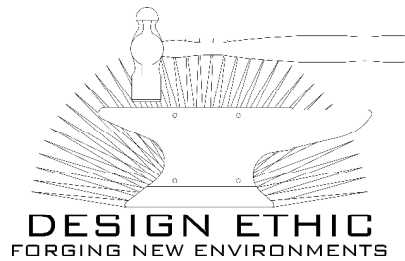


Jeffrey L. McBride, PE
Vice President, Land Development

Dibble

Site Exhibit/Limits of Survey





July 28, 2022

Mr. Lance Enyart
LEA Architects
1730 East Northern
Phoenix, Arizona 85020

RE: El Mirage Public Works Building – 10355 North 121st Ave. – +/-1.25 Acre / 6,400 S.F. Office -- El Mirage, Arizona

Dear Lance,

Thank you for the opportunity of submitting this proposal to prepare a Landscape Submittals for Schematic Design /Design Development/Preliminary Landscape Plan & Final Landscape Construction Documents for the proposed +/- 1.25 Acre, 6,400 S.F. Office Building to be located at 10355 North 121st Avenue in EL Mirage, Arizona. I look forward to working with you on this project, please feel free to contact me with any questions that you may have with regards to this proposal.

I. SCOPE OF SERVICES

- A. SITE VISIT
- B. SCHEMATIC LANDSCAPE CONCEPTS – COURTYARD 'A' / BUILDING 'A' & 'B' FOUNDATION
 - Provide a schematic landscape plan
 - Provide images of the proposed plant material for the owner to review and comment.
 - Based on the owner approved concept prepare a revised plan for final approval owner for
 - Attend up to two (2) meetings with the owner /owner's representative.
- C. DESIGN DEVELOPMENT
 - 1. Prepare a black and white 24" x 36" Preliminary Landscape for the City of El Mirage design review process.
 - Specific Shrub types, sizes, quantities, & specific planting material placement locations
 - Specific Tree types, sizes, quantities, & specific planting material placement locations
 - Specific Inert materials (Decomposed granite –type color, & quantities)
 - 2. Review the plan with the Owner and/or owner's representative and make the requested changes.
 - 3. Submit the plans to the master consultant to distribute to the reviewing municipality
 - 4. Make any changes requested by the City.
 - 5. Resubmit the plans to the master consultant to distribute to the reviewing municipality
- D. CONSTRUCTION DOCUMENTS
 - 1. Provide a cover sheet Identifying all pertinent landscape site statistics

7525 EAST 6TH AVENUE
480.225.7077

DESIGN ETHIC

SCOTTSDALE, ARIZONA 85251
BPAUL@DESIGNETHIC.NET

2. Prepare landscape plans indicating:
 - Open space area.
 - Shrub material placement.
 - Boxed tree placement.
 - Street trees and shrubs.
 - Inert materials.
 - Planting details
 3. Prepare irrigation plans indicating:
 - Coordinate with the Civil Engineer to receive the existing static water pressure on site.
 - Irrigation Layout
 - Product identification.
 - Irrigation details.
 4. Provide Landscape specifications.
 5. Provide Irrigation Specifications
 6. Submit plans to the Master consultant to submit to the City for review.
 7. Make the necessary changes to the plans as required by the City.
 8. Resubmit the plans to the Master consultant to re submit to the City for approval.
- E. CONSTRUCTION ADMINISTRATION (if requested)
- Punch-list's, RFI's & Construction Administration will be billed on an hourly basis **upon request** by the owner and will not exceed an amount of
- F. MISCELLANEOUS & ASSUMPTIONS
- There is no lighting design or photometric design included within this proposal.
 - It is assumed that all City of El Mirage submittals will be made by the Owner's representative. Any City submittals made by Design Ethic LLC. will be additional to the lump sum fee and not to exceed an amount of **\$380.00** per submittal.
 - There is no structural engineer design or fees included within this proposal.
 - Wall and or sign permit drawings are not included within this proposal
 - There are no rendering(s) included as part of this proposal.
 - Permits and permitting fees are not included as part of this proposal.

II. COMPENSATION

- A. Design Ethic, LLC. shall provide the professional services outlined above for the lump sum fee of:

Schematic Design:	\$ 1,200.00
Design Development:	\$ 1,800.00
City of El Mirage Construction Documents:	\$ 3,600.00

- B. Reimbursable expenses shall be billed in addition to the lump sum fee and include direct project expenditures of mileage, reproductions, plots, scans, photocopies, and digitizing. Materials, printing, delivery service, permit fees will be billed at 1.10 times the cost and are considered over and above any flat rates or not-to-exceed amounts quoted.

- C. Design Ethic LLC. shall invoice the Owner for work completed on a monthly basis beginning thirty days after the execution of any services rendered. Payment for services rendered will be due within thirty (30) calendar days of receipt of Design Ethic LLC. invoice. Design Ethic LLC. invoices with the Owner/Client that are outstanding in excess of ninety (90) days will require that Design Ethic LLC cease any further services for client until Design Ethic LLC. is compensated for services rendered.

II. ADDITIONAL SERVICES

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

III. TERMS & CONDITIONS

- A. Client agrees to provide Consultant with all information, surveys, reports, and professional recommendations and any other related items requested by Consultant in order to provide its professional services. The Client affirms that he has provided all documents, maps, and other information in possession, relating to past, present, and proposed future use of the site and to the physical conditions of the site and surrounding area. The Consultant relies on the accuracy and completeness of these items. Client is responsible for acquiring all necessary permits and approvals and associated fees. The landscape architect will not be responsible or liable for any of the following: Any use of plans, specifications, details not signed and sealed by the landscape architect and approved by the governing agency. Any inaccuracies of site data plans, architectural drawings, services or any other information supplied by the client or others. Site soils and geologic conditions. Changes to the plans and specifications made by the client or others. Job site conditions. The performance of work on this project by any construction contractors or third parties.
- B. The client agrees, to the maximum extent permitted by law, to waive any claims against the Consultant arising out of the performance of these services, except for the sole negligence or willful misconduct of the Consultant. Information for the Sole Use and Benefit of the Client: All opinions and conclusions of the Consultant, whether written or oral, and any plans, specifications, or other documents and services provided by the Consultant are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Consultant. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of any third party against either the Consultant or the Client.
- C. In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, damages, claims, losses, expenses or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the Consultant's fee. Such causes include but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
- D. All documents produced by the Consultant under this agreement are instruments of the Consultant's professional service and shall remain the property of the Consultant and may not be used by the Client for any other purpose without prior written consent of the Consultant
- E. Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as, but not limited to, watering schedule, pruning methods, weeding and other general landscape maintenance practices may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.
- F. In the event that a question or claim may arise as to an error or omission in the landscape architect's work or plans, the landscape architect will assume no liability for the errors or omissions unless notified within 48 hours of the client's discovery of such. If

notified within 48 hours, the landscape architect will have the right to remedy any such errors or omissions. Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be submitted to non-binding mediation. The Client and Consultant agrees to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers, and fabricators, providing for mediation as the primary method of dispute resolution among all parties.

G. This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination. The landscape architect has the right to and may assert a lien for professional fees and costs for all past due accounts.

BILLING RATES

Principal	\$ 125.00 per hour
Designer	\$ 90.00 per hour

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

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

Sincerely,

Design Ethic, LLC.



Brandon T. Paul
Principal

ACCEPTED FOR: _____

BY: _____

TITLE: _____

DATE: _____

edward k. stankus

construction cost consultant



8-01-2022

Mr. Randy Jones
LEA-Architects, LLC
1730 East Northern Avenue Suite 110
Phoenix, AZ 85020

Project: El Mirage Public Works Building
10355 N. 121st Ave.
El Mirage, Arizona 85335

PROPOSAL FOR ESTIMATING SERVICES

ESTIMATING METHODOLOGY

Provide an in-depth detailed cost estimate that includes all the construction disciplines and other items such as contingencies, builders risk and general liability insurance, permit cost, and Arizona Transaction Privilege Tax. (TPT).

The estimate will be broken-down into a MASTERFORMAT™ numbers and titles - 2016 edition.

Pricing is developed from a variety of sources, including historical data taken from previous projects, material and equipment suppliers, vendors, and subcontractors. Will also consult with local contractors throughout the construction industry to confirm production rates, crew sizes, and availability of tradesmen.

I have included (1) one meeting per estimate with the Architect to review and discuss the estimate in detail.

PROJECT DESCRIPTION:

A new 6,400 SF public works office building with associated site and utility improvements.

FEES - Lump Sum

30% Schematic Development Estimate	\$1,600.00
60% Design Development Estimate	\$2,240.00
90% Construction Document Estimate	<u>\$2,560.00</u>
Total Amount.....	\$6,400.00

CLASSIFICATION OF HOURLY RATES

Senior Construction Consultant/Estimator - \$75.00/per hour

SERVICES BASIS

Estimates are provided on a firm, lump sum price. If additional services are required, they will be billed on an hourly rate basis, all hours billed are itemized by person, by day, by duty.

EXPENSES

Any expenses incurred, will be billed at our invoiced cost, without additional markups. Expenses typically billed are travel related, outside copy services and overnight/next day delivery services.

No charge for in house copies, long distance telephone or incidental supplies. As with our services all expenses are itemized with supporting documentation.

PAYMENT

Payment is due NET 30 days.

Sincerely,

Edward K. Stankus

Edward K. Stankus

Edward K. Stankus

Accepted By:

Date:

3.0 SCOPE OF SERVICES

3.1 Field Exploration

We will conduct the following subsurface exploration program that is based on the project description and our knowledge of the general soil conditions in the area:

Building Areas - Two test borings to depths of approximately 20 to 25 feet below the existing site grades.

Pavement Areas - Two test borings to depths of approximately 5 feet below the existing site grades.

All explorations will be advanced to the depths outlined unless refusal to auger drilling is encountered. A field engineer or geologist will log the borings, record blow counts of penetration tests, and obtain undisturbed and representative samples of soils encountered as conditions dictate.

If requested, WT will also perform infiltration tests in the proposed stormwater retention basin at depths of up to 3 feet below the existing ground surface. The quantity of testes will be determined by the Client. Test procedures will be in general accordance with the requirements of the Maricopa County *Drainage Policies and Standards* utilizing ASTM D3385, *Standard Test Method for Infiltration Rate of Soils in Field Using Double-Ring Infiltrometer*. The fees for this testing are provided below.

3.2 Laboratory Testing

A geotechnical engineer will examine the samples and field logs and assign the laboratory tests. The following laboratory tests may be performed:

- Field moisture content
- In-situ soil density
- Swell potential
- Maximum density-optimum moisture relationship
- Compression
- Sieve analysis
- Liquid Limit and Plasticity Index
- Water soluble sulfate content
- pH and minimum resistivity

3.3 Analyses and Report

We will prepare a geotechnical engineering report that includes a description of the project, a discussion of the field and laboratory testing programs, a discussion of the subsurface conditions, and design recommendations as required to satisfy the purpose previously described.

4.0 SCHEDULE

We will proceed with geotechnical engineering services upon receipt of a signed contract with an electronic (pdf) copy of our report submitted about 2 to 3 weeks after completion of the field work. Verbal recommendations can be provided before the written report is submitted. Please inform us if this schedule does not meet your requirements.

5.0 ASSUMPTIONS

The following assumptions were made in preparation of this proposal:

- A scaled site plan will be supplied by the Client
- Any necessary permits will be provided by the Client
- The site is accessible to two-wheel drive vehicles
- Groundwater will not be encountered
- The proposed borings will be used for geotechnical exploration and sampling only. No environmental information or data will be gathered or generated

We will contact *Arizona811* prior to mobilizing to the site. This service marks only the primary utility lines in the roadway and dedicated utility easements and usually does not locate tributary lateral lines on private property. WT requires the Client to provide all necessary information and drawings identifying the location of any underground lines or structures that may be on the subject property. The cost of repair of unknown, unmarked, or improperly marked utilities damaged during the work, subsequent loss of service, and damage to WT equipment shall be borne by the Client. A private utility locator can be retained if necessary and the costs of their services invoiced in addition to the fee quoted herein.

WT assumes that the Client will obtain permission to enter onto the site for our drilling equipment and personnel. Moving the drilling equipment around the site and drilling the borings will leave some areas disturbed. While WT will try to limit site disturbance, our fee does not include re-landscaping or otherwise restoring the site to its original condition. WT's services will include backfilling the borings with the auger cuttings, unless otherwise directed or required. Over time, some settlement of the backfilled material is normal and expected. Please inform us if your requirements are any different.

6.0 FEES

The cost of our services, for the scope set forth herein, will be a lump sum fee of **\$3,350**. Our fee includes discussion and interpretation of our findings with other members of the design team, but does not include meetings concerning construction or changes in design. Unless you sign this contract before expiration, the lump sum fee noted above is valid for 90 calendar days, after which time a review by WT will be required.

6.1 Infiltration Testing Option

Infiltration tests may be required for the proposed retention basins using test method ASTM D3385 Double-Ring Infiltrometer. The number of tests required varies based on the size of the basins. Assuming a maximum depth of three feet below the existing site grade, WT will perform double-ring infiltration tests in the location of the proposed basins. The costs for this test are **\$1,250** for the first test, plus **\$750** for each additional test. The quantity and locations of the tests will be determined by the client.

7.0 MANNER OF PAYMENT

WT will invoice Client for total fees upon completion of services. Full payment is due upon receipt of our invoice and prior to the release of the report.

8.0 NOTICE TO PROCEED

We understand that returning this signed contract will constitute permission by the owner for our entry onto the site. The "Standard Terms and Conditions" set forth in WTI Form No. 120 (attached) are applicable and are incorporated herein. The provisions set forth in this Contract and in the Standard Terms and Conditions shall constitute the Contract between Client and WT with respect to the services to be provided.

EXECUTED BY WT:

EXECUTED BY CLIENT:

/s/ Matthew Bannon
WT's Authorized Representative

Client's Authorized Representative

Matthew Bannon. R.G.
Typed or Printed Name

Typed or Printed Name

Project Geologist
Title

Title

August 1, 2022
Date

Date

Include infiltration testing (__ number of tests)