

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF TOLLESON AND LEA ARCHITECTS, LLC

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) between the City of Tolleson, an Arizona municipal corporation (the “City”) and Lea Architects, LLC, an Arizona limited liability company, (the “Consultant”), is hereby entered into and shall be effective on the last signature date set forth below.

RECITALS

A. The City issued a Request for Qualifications for, “Architectural and Engineering Services for the Design of a New Utility Operations Building” (the “RFQ”), attached hereto as Exhibit A, and incorporated herein by reference, seeking statements of qualifications (the “SOQ”) from vendors for professional architectural and engineering services.

B. The Consultant submitted a SOQ in response to the RFQ, attached hereto as Exhibit B, and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant to assist the City in utilizing excess capacity at its Wastewater Treatment Plant (WWTP) (the “Services”).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2025 (the “Initial Term”) and shall automatically renew for up to two successive one-year terms (each, a “Renewal Term”) unless terminated as otherwise provided in this Agreement. The Initial Term and the Renewal Term are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit C and incorporated herein by reference.

3. Compensation. The City shall pay Consultant a price not to exceed the amount designated in the Purchase Order or Authorization for Services provided to Consultant for the Services as set forth in the Fee Proposal, attached hereto as Exhibit D and incorporated herein by reference.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment, or material to Consultant.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to A.R.S. § 20-206, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

g. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

h. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

i. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Consultant's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFQ number and title or a reference to the Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

- (a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
- (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
- (c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

11.2 Required Insurance Coverage.

a. Commercial General Liability. Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services, and the Consultant shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially change without 30 days' prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Tolleson, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the County of Maricopa, State of Arizona.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and A.R.S. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Consultant fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in the Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Consultant shall be relieved of any subsequent obligation under this Agreement.

14. Miscellaneous.

14.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration ("OSHA") standards.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

14.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to

exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

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

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

a. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

b. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts Consultant owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the City:	City of Tolleson 9055 West Van Buren Street Tolleson, Arizona 85353 Attn: Crystal Zamora, City Clerk
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With copy to: Pierce Coleman PLLC
17851 North 85th Street, Suite 175
Scottsdale, Arizona 85255
Attn: Justin S. Pierce

If to Consultant: LEA Architects, LLC
1730 East Northern Avenue, Suite 101
Phoenix, Arizona 85020
Attn: Lance Enyart

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.16 Records and Audit Rights. Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.17 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (2) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection,

Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace, so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under A.R.S. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Israel. Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott" of goods and services from Israel, as that term is defined in A.R.S. § 35-393.

14.19 China. Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor also hereby agrees to indemnify and hold harmless the City, its officials, employees, and agents from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such as action.

14.20 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of the Agreement, the Scope of Work, the Fee Proposal, the RFQ and the Consultant's SOQ, the documents shall govern in the order listed herein.

14.21 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.22 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from

Eligible Procurement Unit(s) for the purchase of the Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth below.

“City”

CITY OF TOLLESON, an Arizona
municipal corporation

Reyes Medrano, Jr., City Manager

Date

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce, City Attorney

[ADDITIONAL SIGNATURE ON FOLLOWING PAGE.]

“Consultant”

LEA ARCHITECTS, LLC, an Arizona
limited liability company

By: _____

Name: _____

Title: _____

Date

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
LEA ARCHITECTS, LLC

(RFQ)

[On File in the City Clerk's Office.]

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
LEA ARCHITECTS, LLC

(SOQ)

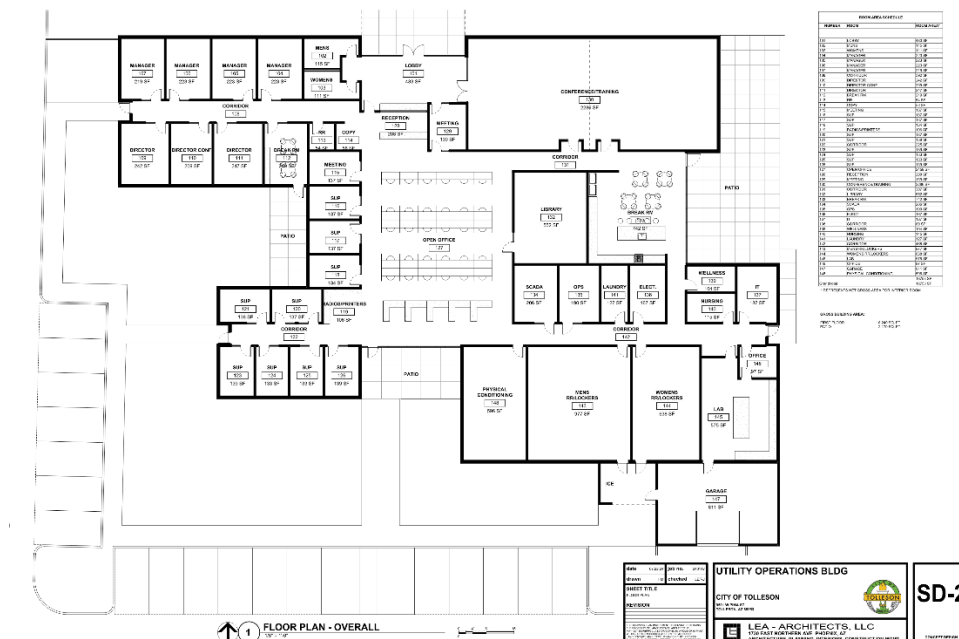
[On File in the City Clerk's Office.]

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
LEA ARCHITECTS, LLC

(Scope of Work)

August 23, 2024 (revised 10.11.24)

- Tolleson Utility Operations Building Concept Site Plan



City of Tolleson
Utility Operations Building
Architectural and Engineering Scope of Services Narrative
LEA – Architects, LLC - 8/23/24 (revised 10.11.24)

Aerial View



East Elevation

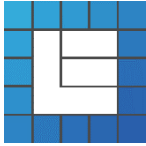


Northwest Elevation



Tolleson Utility Operations - PROJECT DESIGN TEAM

ARCHITECT



LEA - Architects, LLC

AIA AZ Sustainable Firm of the Year

1730 East Northern Avenue Suite 110

Phoenix, AZ 85020

www.lea-architects.com

Design Architect:

Lance Enyart AIA

Sr. Project Manager:

Randy Jones RA

- Design Team project management
- Architecture
- Life safety code compliance
- Interior color and finish palette
- Built-in furniture design/specifications
- Submissions and presentations

STRUCTURAL ENGINEER



7047 E. Greenway Pkwy, Suite 250

Scottsdale, AZ 85254

p. 480-398-7729

Structural Engineer:

Greg Brickey PE

- Structural Engineering for building design and site structures
- Drawings
- Calculations

MECHANICAL / PLUMBING ENGINEER



2800 S. Rural Rd., Suite 101

Avondale, AZ 85282

p. 480-968-3070

www.appliedengineering.ws/

Mech. / Plumbing Eng.: **Greg Piraino PE**

- Mechanical/Plumbing engineering
- Drawings
- Calculations
- Coordination with Sustainability Consultant
- Fire Sprinkler performance specifications

ELECTRICAL ENGINEER



2633 E. Indian School Rd., Suite 210

Phoenix, AZ 85016

480.659.0511

www.VoltaUS.com

Electrical Eng: **William Bethurum IV, PE**

- Electrical engineering
- Includes coord. with Utility for primary power
- Emergency generation/UPS system
- Fire alarm system design (Deferred Submittal)
- Alert Monitor **System: device locations on plan**, cables to demark location in building. Coordinate with design provided by COP Fire.
- Telecommunications / AV Infrastructure

CIVIL ENGINEER

DIBBLE



7878 N. 16th St., Suite 300
Phoenix, AZ 85020
602-957-1155
www.dibblecorp.com/

- Grading and Drainage plans
- Civil engineering on-site utility design
- Prelim. Erosion and Sediment Control Plan
- Utility Conflict Letters

Civil Engineer: Shannon Mauck, PE

LANDSCAPE ARCHITECT



DESIGN ETHIC
7525 E. 6th Ave
Scottsdale, AZ 85252
(480) 225-7077
www.designethic.net

- Landscape design on-site and off-site
- Irrigation design

Landscape Arch.: Brandon Paul, PLA

SUSTAINABLE CONSULTANT



Quest Energy Group, LLC
1620 West Fountainhead Parkway, Suite 303
Avondale, Arizona 85282
o. 480.467.2480 | c. 480.296.1403
Greg@questenergy.com

- Energy Modeling

Sustainable Consultant: Gregory Kinkel,
LEED-BC&C, CEPE

COST ESTIMATOR

Edward K. Stankus
Building Cost Consultant

1062 West Washington Ave.
Gilbert AZ 85233

Cost Estimator: Ed Stankus

- Cost estimating

I. GENERAL ASSUMPTIONS AND CLARIFICATION

1. LEA Architects have excluded Construction Administrations which will be provided under a separate proposal.
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.
4. We have not included additional costs for submittal to any Sustainable Building Program.
5. We have not included design of the telecommunications system equipment in our proposal. It is our understanding that these items will be purchased through and by City of Tolleson. We have included coordination with these systems including conduit stub-ups into building walls to accessible ceiling space.
6. We have included coordination and procurement of FF&E based on coordination with City of Tolleson preferred FF&E Vendor. We will provide power outlets in accordance with the requirements provided by City of Tolleson and/or the Furniture Vendor as part of our base scope of services.
7. 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 Tolleson. We will provide power outlets in accordance with the requirements provided by City of Tolleson as part of our base scope of services.
8. The scope of work in this proposal assumes existing soils conditions that will allow for traditional spread foundations and slab on grade construction. Deep building foundations (if required) shall be considered an additional service.

I. GENERAL REQUIREMENTS

A. DESIGN STANDARDS

1. All work shall conform to:
 - a. Building - **2018 International Building Code (IBC)**
 - b. Mechanical - **2018 International Mechanical Code (IMC)**
 - c. Electrical - **2017 National Electrical Code (NEC)**
 - d. Plumbing - **2018 International Plumbing Code (IPC)**
 - e. Fuel Gas - **2018 International Fuel Gas Code (IFGC)**
 - f. Fire - **2018 International Fire Code (IFC)**
 - g. Planning & Zoning - **Zoning & Development Code**
 - h. Accessibility - **2010 ADA Standards for Accessible Design**
 - i. Related ADA items within Federal Code of Regulations, and all other federally required ADA standards

B. QUALITY CONTROL

1. 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 Tolleson.

C. PROJECT DESIGN SCHEDULE

1. The Architect will provide a design schedule to the City of Tolleson prior to commencing work. The schedule will include dates for submittal of schematic design, design development, and construction documents.
2. The Architect will submit monthly status reports indicating progress of the design and conformance with the project design schedule.
3. The status report shall indicate:
 - a. Work accomplished.
 - b. Plan for accomplishments next month.
 - c. Problems encountered; recovery schedule, if applicable.
 - d. Utility company coordination issues.

e. Information needed from Contract Administrator.

D. COORDINATION

The City of Tolleson will provide to the Architect copies of design guidelines, standards and specifications required by the various departments within City of Tolleson. City of Tolleson will be responsible for providing to the Architect contact information for any Departments having an interest or authority over the work.

II. SUBMITTALS

A. GENERAL INFORMATION

1. The City of Tolleson's function in connection with submitted plans, specifications, construction cost estimates, design reports, etc. is that only of review for conformance with design standards, procedures and criteria established by the City of Tolleson.
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 in detail to provide the CMAR direction by which this project may 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 Tolleson.
3. In addition to the submittal of plans and documents described herein, other materials may be required for presentation to the City of Tolleson, etc.

B. GENERAL REQUIREMENTS

1. All submittals shall be made to the City of Tolleson and in general will include; programming, schematic design, design development and construction documents. All submittals will be made to the City of Tolleson for review, comment and final approval.
2. It shall be the Architect's responsibility to submit plans and coordinate with all agencies as defined by City of Tolleson as having interest or jurisdiction over this project.

III. MEETING PARTICIPATION

As part of the contractual relationship with the City of Tolleson, the Architect shall attend virtual and in person meetings. The Architect(s) shall prepare minutes that outline meeting discussions and address action items and the responsible parties. LEA-Architects and the City of Tolleson shall review and approve all minutes. Minutes shall be submitted within 5 days of the meeting date.

IV. ARCHITECTURAL DESIGN PHASE SERVICES (**LEA Architects LLC**)

A. SCHEMATIC DESIGN (30% Design Submittal)

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 Tolleson approval.
3. 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. Elevations
 - 1) All exterior elevations showing fenestration and vent dimensions
 - 2) Material identification and color
 - 3) Interior elevations of special spaces
 - 4) A building perspective drawing
 - 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) Special areas, e.g., Apparatus vehicle aprons, etc.
 - 6) Security considerations, e.g., site lines
 - 7) Zoning, including adjacent parcels
 - e. Architectural 3D-BIM Model, Animation, and Colored Renderings – LEA will prepare a 3D- computer BIM model, colored rendering(s), and a fly around animation showing the proposed Architectural character/aesthetic of the project including the building's relationship to the existing site and surrounding context.
 - f. 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 floor finishes, wall finishes and ceiling materials
 - g. Code Analysis – Including variances (if required) and reasons why compliance would be difficult.
 - h. Statement of Design Concept and Philosophy – General written description of the concepts and considerations which lead to the design solution.
4. After completion of the schematic design, the Architect shall coordinate with the City of Tolleson to arrange for duplication of schematic design review sets.
5. The design team, including sub-consultants, will participate in a review of the schematic design documents by the City of Tolleson.

D. DESIGN DEVELOPMENT (60% Design Submittal)

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, color boards of room finish materials will be presented. The Design Development submittal will 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 $\frac{1}{4}" = 1'0"$ 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 – $\frac{1}{8}" = 1'0"$ 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 $\frac{1}{2}" = 1'0"$ scale
 - 2) Typical exterior wall section through window/store front construction at $\frac{1}{2}" = 1'0"$. 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 $\frac{1}{8}" = 1'0"$ showing roof and floor construction, ceiling height and major duct space
 - 4) Section through roof penetrations at $\frac{1}{2}" = 1'0"$ 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. The design team, including sub-consultants will be required to participate in reviews of design development documents with various City of Tolleson departments and outside agencies.

B. CONSTRUCTION DOCUMENTS (90% / 100% Design Submittal)

1. After the design development documents and construction cost estimates receive written approval from the City of Tolleson, the Architect shall prepare construction drawings, plans and specifications to include architectural, structural, mechanical, electrical, civil, landscape and other elements as appropriate to allow for the bidding and construction of the project.
2. The Architect shall file the construction documents with all governmental authorities 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. The Architect shall correct the drawings, plans and specifications as required to comply with applicable codes at no additional cost.
3. The Architect shall coordinate the preparation of the technical specifications with the City of Tolleson standard General Conditions for format and content consistency.
4. The design team, including subconsultants will be required to participate in reviews of construction documents with various City of Tolleson.
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 of Tolleson. In addition to the original contract documents, the Architect shall provide to the City of Tolleson all drawings in .pdf format.

Any other approvals required shall be obtained by the Architect prior to final approved plan submittal to the City of Tolleson.

Final submittal to the City of Tolleson will include the following:

- Original drawings with original seals
- Original Technical Specifications
- CD containing .pdf copy of drawings
- One (1) copy of previous annotated City of Tolleson review comments

The City of Tolleson 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.

E. BIDDING/GMP PHASE SERVICES

1. During the bidding phase, the Architect shall make services available to the City of Tolleson 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 the City of Tolleson requirements. The Architect shall develop and provide to the City of Tolleson all required project addenda during the project bidding/GMP phase.

V. CIVIL DESIGN PHASE SERVICES (Dibble)

Included in this Task are the services required to successfully begin the project services, including a site visit to verify field conditions.

A. SCHEMATIC DESIGN PHASE

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

- Schematic level design was completed during the site selection project
 - North/south access road (Dibble will study two options)
 - 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. Meetings & Coordination: 2 ea. - 1 hour meetings

B. DESIGN DEVELOPMENT PHASE

The services to be performed during this Phase consist generally of services required to furnish a set of 60% Preliminary Plans, Technical Specifications. The specific services to be provided or furnished for this Phase of the Project are the following:

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 walls, hardscape, drives, and drainage features
 - Refine design of water, sewer, and fire protection services
 - Refine design of storm water conveyance and above ground retention facilities
 - Develop draft drainage report
 - Coordinate dry utilities by acquiring design plans from design team and illustrating dry utility alignment on civil plans, for reference only
 - Coordination with Owner, Contractor, Architect, Plumbing Engineer & Landscape Architect
2. Meetings & Coordination: 6 ea. - 1 hour meetings

C. CONSTRUCTION DOCUMENT PHASE

The services included under this Phase shall generally consist of services required to furnish a complete set of Contract Documents for the Project, including Final Plans, Special provisions. Services to be performed or furnished during this Phase may include revising the preliminary 60% submittal information to comply with comments and then completion of the final design. Plans and Special Provisions of Specifications will be completed; final design will be coordinated; and a complete set of final documents will be furnished. The specific services to be provided or furnished for this Phase of the Project are the following:

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 walls, hardscape, drives, and drainage features
 - Finalize the design of water, sewer, and fire protection services
 - Finalize design of storm water conveyance and above ground retention facilities
 - Prepare final drainage report for the site
 - Coordinate dry utilities by acquiring design plans from design team and illustrating dry utility alignment on civil plans, for reference only
 - Submit final plans to utility companies for utility conflict notices
 - Coordination with Owner, Contractor, Architect, Plumbing Engineer & Landscape Architect
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 Tolleson

3. Meetings & Coordination: 6 ea. - 1 hour meetings

D. BIDDING PHASE

The Bid Phase is that time frame between completion of the design process and beginning of actual construction when CMAR receives bids, awards contracts to the lowest qualified and responsible bidder, and executes a construction contract to perform the work with the successful contractor(s). The CONSULTANT shall assist the CLIENT during this Phase as required. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Bidding/Permitting
Dibble will perform Bidding/Permitting services including:
 - Coordinate AHJ provided civil review comments and meet with AHJ staff to resolve civil comments
 - Respond/address AHJ civil comments
 - Prepare civil permit resubmittal
 - Assist Owner/ Contractor in acquiring civil construction permits
 - Respond to bidding Contractor/Sub-Contractor civil related questions
2. Meetings & Coordination: 2 ea. - 1 hour meetings

PUBLIC WATER MAIN EXTENSION - SURVEY SERVICES

1. Survey Update
Dibble will perform Topographic Survey & Basemap services including:
 - Update the survey and basemap provided during the site selection project due to construction at the northern end of the site, and to confirm topography at the connection of the water main loop north of MC-85.
 - Limits of survey are per the attached exhibit.
2. Water Main Extension Plans DD
Dibble will design a public water main extension to City and MCESD standards, that will connect the City Main South of MC-85 and the existing main that serves the water treatment plant including:
 - Prepare a DD Set of plans for a 2,200 LF water main on the project site
 - Prepare a Preliminary Water report to go along with the extension plans
3. Water Main Extension Plans CD
Dibble will finalize and design a public water main extension to City and MCESD standards, that will connect the City main south of MC-85 and the existing main that serves the water treatment plant including:
 - Finalize plans for MCESD review that cover water main extension, and on-site water and fire line connections, with profiles of the new water main
 - Water Design Report
 - Prepare Approval to Construct (ATC)
4. Water Main Extension Bidding/Permitting
Dibble will perform Bidding/Permitting services including:
 - Coordinate AHJ provided civil review comments and meet with AHJ staff to resolve civil comments
 - Respond/address AHJ civil comments
 - Prepare civil permit resubmittal
 - Assist Owner/ Contractor in acquiring civil construction permits
 - Respond to bidding Contractor/Sub-Contractor civil related questions
5. Water Main Extension Limited CA
Dibble will perform Construction Phase Services including:
 - Respond to Contractor requests for information (RFI's)
 - Review civil related Contractor submittals

6. Water Record Drawings Prepare civil related public water record drawings based on Contractor mark-ups
 - Seal plan as-builts as engineer of record
 - Prepare Approval of Construction (AOC)
7. Meetings/Site Visits
 - 3 ea. - 1 hour meetings/site visits

ALLOWANCE/SUB-CONSULTANTS

1. Pre-Application/Site Plan Review Allowance
 - An allowance to support and attend meetings for a pre-application and/or site plan review process, provide required civil documents to support the process, address city review comments.
 - It is assumed this process would be led by the Architect.
2. Fire Flow Test (sub-consultant allowance)
 - Fire flow test for building fire flow calculations, only to be used if the flow test from the site selection study is deemed to be expired.
3. MCDOT Allowance-Roadway Connection
 - Coordinate with MCDOT to understanding permitting requirements to connect onsite road to existing driveway on MC-85 which is within MCDOT ROW
4. SRP Allowance-Roadway and Water Connections
 - Coordinate with SRP for conflict review and permitting to build onsite roadway and water main extension through their easement and pipe near the MC85 driveway location
5. Street Light Plan Allowance-Roadway
 - An allowance to prepare a street light plan for the 1,600 LF on-site roadway.
6. Potholing- Water Main Extension (sub-consultant allowance)
 - Potholes for use in underground water main extension design in MC-85 (estimated 12 potholes), see attached scope

VI. STRUCTURAL DESIGN PHASE SERVICES (BDA Design)

B.-D. SCHEMATIC DESIGN / DESIGN DEVELOPMENT / CONSTRUCTION DOCUMENT PHASE

1. Structural design of the superstructure and concrete slab including design for gravity loads, wind forces, and seismic forces in compliance with the California Building Code.
2. Foundation design based upon the project geotechnical report.
3. Structural design of site improvements including retaining walls, screen walls, and light pole foundations.
4. Prepare drawings for review of design at 30%, 60%, and 90% milestones, and participate in an online meeting at those milestones to review drawings and address comments.
5. Editing of applicable Division 3, Division 4, Division 5, and Division 31 specifications to coordinate with the project requirements.
6. Address any final comments and provide issued for construction drawings and calculations signed and sealed by a Arizona licensed structural engineer.

VII. MECHANICAL DESIGN PHASE SERVICES (Applied Engineering Consultants)

A. SCHEMATIC DESIGN PHASE

1. Perform HVAC and plumbing initial calculations and determine system type and space requirements for mechanical equipment. Provide initial plumbing

connection requirements, and schematic layout of systems. Review solar hot water feasibility and cost effectiveness. Review natural gas capacity required and site availability.

B. DESIGN DEVELOPMENT PHASE

1. Design Development Phase: Prepare diagrammatic plans and outline specifications including heating, ventilating and air conditioning systems, and building plumbing systems design.

C. CONSTRUCTION DOCUMENT PHASE

1. Construction Documents Phase: Prepare construction drawings and technical specifications including heating, ventilating and air conditioning systems, and building plumbing systems, and fire sprinkler system performance design.

D. BIDDING PHASE

1. Prepare mechanical addenda and clarification documents, interpret mechanical Drawings and Specifications where required to clarify the intent of construction documents.

VIII. ELECTRICAL DESIGN PHASE SERVICES
(VOLTA US)

A. SCHEMATIC DESIGN PHASE

1. Review the program requirements developed by the Owner and Architect for the development of the Schematic Design Package.
2. Prepare our own analysis of the electrical systems as related to the program requirements and offer recommendations.
3. Prepare conceptual design descriptions of alternative electrical systems that will reduce costs and/or improve performance.
4. Attend meetings with the design team and Owner to obtain and coordinate information related to the electrical systems and site utilities in order to develop the Schematic Design package.
5. Contact utility companies to begin coordination of incoming services.
6. Prepare a narrative of the electrical systems as well as drawings that represent the power distribution system for the Schematic Design package.

B. DESIGN DEVELOPMENT PHASE

1. Attend meetings with the design team and Owner to obtain further information concerning system requirements for the electrical design.
2. Consult with inspection authorities to determine special code requirements.
3. Interface with other consultants to coordinate design of electrical systems with other building system requirements and/or features.
4. Obtain information from other consultants concerning electrical load requirements for equipment covered under their Divisions.
5. Coordinate space requirements with Architect for electrical and telecommunication rooms.
6. Layout electrical equipment to ensure that space allocated is sufficient.
7. Review lighting design requirements with the Architect and incorporate layout into our drawings.
8. Prepare an outline specification for electrical systems.
9. Prepare drawings to include the following:
 - Power single line diagram.
 - Site electrical plan
 - Electrical room layout plans
 - Floor plans with lighting and device layouts.

11. Perform review of independent electrical cost estimate.

C. CONSTRUCTION DOCUMENT PHASE

1. Attend meetings with the design team to obtain final information concerning system requirements for the electrical design.
2. Final interface with other consultants to coordinate connection requirements.
3. Final coordination and verification of incoming service requirements with utility companies.
4. Prepare complete set of construction drawings for electrical systems.
5. Prepare detailed construction specifications for electrical systems outlining materials and installation requirements.
6. Review documents with inspection authorities as required.

D. BIDDING PHASE

1. Interpret construction documents and prepare written response to questions.

IX. LANDSCAPE DESIGN PHASE SERVICES

(Design Ethic)

A. SCHEMATIC DESIGN PHASE

Schematic Design (30%) – Design Ethic, in coordination with the overall consultant team will advance the design parameters for the project and establish the content for the initial schematic design. The schematic design will provide sufficient detail to establish an initial budget for the project elements.

Schematic Design Coordination Meetings– Design Ethic will attend project coordination meetings with the design team to review the design progress and overall status of the project. We are anticipating that these meeting will include design presentations and reviews, coordinating with other project disciplines, and discuss project issues and schedule.

B. CONSTRUCTION DOCUMENT PHASE

After City has approved the Schematic Design, Design Ethic will refine the site elements, hardscape, landscape and irrigation documents. All plans and details will be prepared in AutoCAD format. The drawing format will be 24" by 36" sized sheets. Final construction specifications will reference the MAG Standards and will be supplemented or modified with City standards as required.

Design Ethic anticipates that there will be three (3) submittals during the Design Development and Construction Document phase of the project. The first 60% submittal will be provided for team review and comments and coordination. The second 90% submittal will prepare the documents for City permit review and for bidding. And the third and final 100% submittal will prepare the documents for final construction. The construction document phase will be considered complete when we receive approved plans from the City of Tolleson.

Landscape Plans – Design Ethic will prepare the landscape construction documents that respond to the hardscape/site plan and any adjustments to the probable cost. The landscape plan will identify the final locations of play fields, inert groundcover for dust control and the location of new plant and relocated material. The plan will also include a complete plant key, materials schedule, and quantities. Design Ethic will provide installation details for all landscape components.

Irrigation Plans – Design Ethic will prepare an overall irrigation plan that reflects the field layout and the method of connection. The irrigation system will be connected to a water

source identified by City and may include a raw water connection to MWD. Design Ethic will provide design detail and coordination to incorporate the City's central control system.

X. ADDITIONAL DESIGN REQUIREMENTS / SERVICES

A. REIMBURSABLE EXPENSES

1. Design Reimbursable Allowance - LEA has included an allowance for travel and reimbursable expenses

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
LEA ARCHITECTS, LLC

(Fee Schedule + Fee Proposal)

MANHOUR BREAKDOWN
BY TASK/PERSONNEL

FIRM: LEA-Architects LLC CLIENT: City of Tolleson
PROJECT: Tolleson Utility Operations Building - Design and Construction Administration
DATE: 8/23/2024 (revised 10.11.24)

LEA-ARCHITECTS LLC MANHOURS - Attachment B

Tasks	Description	Project Principal	Sr. Project Manager	Project Architect	Job Captain	Sr. BIM / CAD Operator	BIM / CAD Operator	Clerical		TOTAL HOURS	COST (HNTE)	Engineering Fees (HNTE)	Additional Services (Req.) Fees (HNTE)	Additional Services (If Req.) / Allowances	TOTAL COST
		\$225.00	\$195.00	\$185.00	\$175.00	\$165.00	\$125.00	\$85.00							
1.0	Schematic Design (30% Design)														
A	Tolleson Utility Operations Building														
	Schematic Design Phasing Plans														\$ -
A-1.1	Site / Floor Plans / Sections / RCP	8.0	20.0	40.0	8.0	20.0	80.0	0.0		176.0	\$ 27,800.00				\$ 27,800.00
A-1.2	Schematic Design Modeling / Renderings	8.0	8.0	40.0	6.0	40.0	120.0	0.0		222.0	\$ 33,410.00				\$ 33,410.00
A-1.3	Draft Specifications	2.0	24.0	4.0	24.0	0.0	0.0	1.0		55.0	\$ 10,155.00				\$ 10,155.00
A-1.4	Design Coordination with Engineers / Consultants	4.0	8.0	6.0	8.0	10.0	10.0	0.5		46.5	\$ 7,912.50				\$ 7,912.50
A-1.5	Project Meetings with City of Tolleson	8.0	8.0	8.0	4.0	0.0	0.0	1.0		29.0	\$ 5,625.00		\$ 150.00		\$ 5,775.00
A-1.6	Review /Coordinate Project Design Schedule	1.0	2.0	1.0	2.0	0.0	0.0	0.0		6.0	\$ 1,150.00				\$ 1,150.00
A-1.7	Public Utility Coordination	1.0	4.0	1.0	2.0	0.0	0.0	0.5		8.5	\$ 1,582.50				\$ 1,582.50
A-1.8	Quality Control /Review	2.0	2.0	1.0	2.0	1.0	1.0	0.5		9.5	\$ 1,707.50				\$ 1,707.50
A-1.9	Tolleson (30% Design) Submittal Documentation	1.0	5.0	12.0	4.0	20.0	20.0	0.0		62.0	\$ 9,920.00				\$ 9,920.00
	Civil Engineer Design Services (Dibble)											\$ 5,778.00			\$ 5,778.00
	Public Water - Additional Survey												\$ 2,560.00		\$ 2,560.00
	Pre-Application / Site Plan Review Allowance													\$ 2,868.00	\$ 2,868.00
	Structural Engineer Design Services (BDA)											\$ 16,000.00			\$ 16,000.00
	Mech. Engineer Design Services (Applied Eng.)											\$ 26,260.00			\$ 26,260.00
	Electrical Engineer Design Services (Volta)											\$ 13,380.00			\$ 13,380.00
	Landscape Architect (Design Ethic)											\$ 1,040.00			\$ 1,040.00
	Schematic Design Cost Estimate (Ed Stankus)													\$ 3,655.00	\$ 3,655.00
	SUB-TOTAL HOURS	35.0	81.0	113.0	60.0	91.0	231.0	3.5		614.5					
	SUB-TOTAL COSTS	\$7,875.00	\$15,795.00	\$20,905.00	\$10,500.00	\$15,015.00	\$28,875.00	\$297.50		SUB-TOTAL COST	\$ 99,262.50	\$ 62,458.00	\$ 2,710.00	\$ 6,523.00	\$ 170,953.50
2.0	Design Development (60% Submittal)														
A	Tolleson Utility Operations Building														
A-2.1	Review /Coord. Schem. Design Comments	2.00	2.0	2.0	1.0	1.0	1.0	1.0		10.0	\$ 1,760.00				\$ 1,760.00
A-2.2	Design Development Submittal														
A-2.3	Design Development Documents	24.0	32.0	120.0	8.0	80.0	200.0	1.0		465.0	\$ 73,525.00				\$ 73,525.00
A-2.4	Draft Specifications	2.0	24.0	6.0	16.0	0.0	0.0	1.0		49.0	\$ 9,125.00				\$ 9,125.00
A-2.5	Design Coordination with Engineers	2.0	20.0	4.0	20.0	10.0	10.0	0.0		66.0	\$ 11,490.00				\$ 11,490.00
A-2.6	Design Coord. w/ COT SCADA	1.0	6.0	2.0	6.0	4.0	12.0	0.0		31.0	\$ 4,975.00				\$ 4,975.00
A-2.7	Progress Project Meeting	10.0	12.0	12.0	12.0	2.0	2.0	1.0		51.0	\$ 9,575.00		\$ 200.00		\$ 9,775.00
A-2.8	Constructability Review w/ CMAR	6.0	12.0	4.0	12.0	4.0	4.0	0.0		42.0	\$ 7,690.00				\$ 7,690.00
A-2.9	Review /Coordinate Project Design Schedule	0.5	1.0	0.0	1.0	0.0	0.0	0.0		2.5	\$ 482.50				\$ 482.50
A-2.10	Cost Estimate Coord. w/ CMAR	2.0	4.0	4.0	2.0	0.0	0.0	0.0		12.0	\$ 2,320.00				\$ 2,320.00
A-2.11	Public Utility Coordination	0.5	6.0	2.0	4.0	0.0	0.0	0.5		13.0	\$ 2,395.00				\$ 2,395.00
A-2.12	Quality Control Review	4.0	8.0	1.0	3.0	0.0	0.0	0.5		16.5	\$ 3,212.50				\$ 3,212.50
	Civil Engineer Design Services (Dibble)										\$ -	\$ 23,578.00			\$ 23,578.00
	Public Water Main Extension												\$ 5,272.00		\$ 5,272.00
	MCDOT Allowance - Roadway Connection													\$ 3,000.00	\$ 3,000.00
	SRP Allowance - Roadway & Water Connection													\$ 2,500.00	\$ 2,500.00
	Potholing Allowance - Public Water												\$ 13,000.00		\$ 13,000.00
	Additional Fire Flow Testing												\$ 1,000.00		\$ 1,000.00
	Structural Engineer Design Services (BDA)										\$ -	\$ 16,000.00			\$ 16,000.00
	Mech. Engineer Design Services (Applied Eng.)										\$ -	\$ 26,260.00			\$ 26,260.00
	Electrical Engineer Design Services (Volta)										\$ -	\$ 10,240.00			\$ 10,240.00
	Sustainable Design Consultant (Quest Energy)										\$ -				
	Energy Modeling												\$ 8,000.00		\$ 8,000.00
	LEA Coordination													\$ 2,000.00	\$ 2,000.00
	Landscape Architect (Design Ethic)										\$ -	\$ 2,789.00			\$ 2,789.00
	Design Development Cost Estimate (Ed Stankus)													\$ 6,290.00	\$ 6,290.00
	SUB-TOTAL HOURS	54.0	127.0	157.0	85.0	101.0	229.0	5.0		758.0					
	SUB-TOTAL COSTS	\$12,150.00	\$24,765.00	\$29,045.00	\$14,875.00	\$16,665.00	\$28,625.00	\$425.00		SUB-TOTAL COST	\$ 126,550.00	\$ 78,867.00	\$ 27,472.00	\$ 13,790.00	\$ 246,679.00

MANHOUR BREAKDOWN
BY TASK/PERSONNEL

Tasks	Description	Project Principal	Sr. Project Manager	Project Architect	Job Captain	Sr. BIM / CAD Operator	BIM / CAD Operator	Clerical		TOTAL HOURS	COST (HNTE)	Engineering Fees (HNTE)	Additional Services (Req.) Fees (HNTE)	Additional Services (If Req.) / Allowances	TOTAL COST
		\$225.00	\$195.00	\$185.00	\$175.00	\$165.00	\$125.00	\$85.00							
3.0	Construction Documents (90% / Pre-Final Submittal)														
A	Tolleson Utility Operations Building														
A-3.1	Review /Coord. of D.D. Owner /User Comments	2.0	4.0	1.0	4.0	1.0	1.0	1.0		14.0	\$ 2,490.00				\$ 2,490.00
A-3.2	90% Construction Documents Submittal (Drawings & Specs)														
A-3.3	Construction Document Drawings	12.0	8.0	120.0	8.0	40.0	220.0	1.0		409.0	\$ 62,045.00				\$ 62,045.00
A-3.4	Design Coordination with Engineers	8.0	48.0	40.0	40.0	20.0	12.0	2.0		170.0	\$ 30,530.00				\$ 30,530.00
A-3.5	Design Coord. w/ COT SCADA	4.0	4.0	2.0	4.0	4.0	8.0	0.0		26.0	\$ 4,410.00				\$ 4,410.00
A-3.6	Project Meetings	12.0	16.0	16.0	16.0	2.0	2.0	1.0		65.0	\$ 12,245.00		\$ 200.00		\$ 12,445.00
A-3.7	Review /Coordinate Project Design Schedule	1.0	1.0	0.0	1.0	0.0	0.0	0.0		3.0	\$ 595.00				\$ 595.00
A-3.8	Public Utility Coordination	2.0	8.0	2.0	4.0	0.0	0.0	0.5		16.5	\$ 3,122.50				\$ 3,122.50
	Quality Control /Review	8.0	20.0	8.0	8.0	4.0	4.0	1.0		53.0	\$ 9,825.00				\$ 9,825.00
	Civil Engineer Design Services (Dibble)											\$ 29,542.00			\$ 29,542.00
	Public Water Main Extension												\$ 5,992.00		\$ 5,992.00
	Street Light Plan Allowance - Roadway													\$ 3,500.00	\$ 3,500.00
	Structural Engineer Design Services (BDA)											\$ 15,000.00			\$ 15,000.00
	Mech. Engineer Design Services (Applied Eng.)											\$ 12,900.00			\$ 12,900.00
	Electrical Engineer Design Services (Volta)											\$ 11,260.00			\$ 11,260.00
	Sustainable Design Consultant (Quest Energy)														
	Energy Modeling												\$ 4,000.00		\$ 4,000.00
	Commissioning													\$ 2,500.00	\$ 2,500.00
	LEA Coordination / Exhibits													\$ 2,500.00	\$ 2,500.00
	Landscape Architect (Design Ethic)											\$ 2,685.00			\$ 2,685.00
	90% Const. Document Cost Estimate (Ed Stankus)													\$ 8,075.00	\$ 8,075.00
	SUB-TOTAL HOURS	49.0	109.0	189.0	85.0	71.0	247.0	6.5		756.5					
	SUB-TOTAL COSTS	\$11,025.00	\$21,255.00	\$34,965.00	\$14,875.00	\$11,715.00	\$30,875.00	\$552.50		SUB-TOTAL COST	\$ 125,262.50	\$ 71,387.00	\$ 10,192.00	\$ 16,575.00	\$ 223,416.50
4.0	Construction Documents (100% / Finals Submittal)														
A	Tolleson Utility Operations Building														
A-4.1	Review /Coord. of D.D. Owner /User Comments	1.0	4.0	2.0	4.0	4.0	4.0	1.0		20.0	\$ 3,320.00				\$ 3,320.00
A-4.2	95% Construction Documents Submittal (Drawings & Specs)	12.0	32.0	8.0	24.0	50.0	110.0	1.0		237.0	\$ 36,705.00				\$ 36,705.00
A-4.3	Design Coordination with Engineers	2.0	8.0	8.0	8.0	4.0	2.0	1.0		33.0	\$ 5,885.00				\$ 5,885.00
A-4.4	Project Meetings	8.0	8.0	2.0	8.0	0.0	0.0	1.0		27.0	\$ 5,215.00		\$ 50.00		\$ 5,265.00
A-4.5	Review /Coordinate Project Design Schedule	1.0	1.0	0.0	1.0	0.0	0.0	0.0		3.0	\$ 595.00				\$ 595.00
A-4.6	Quality Control /Review	1.0	4.0	4.0	4.0	2.0	2.0	1.0		18.0	\$ 3,110.00				\$ 3,110.00
A-4.7	100% Construction Documents (Permit Submittal (Drawings & Specs)	0.5	12.0	4.0	12.0	20.0	40.0	1.0		89.5	\$ 13,677.50				\$ 13,677.50
A-4.8	COT Plan Review Submittals	0.0	4.0	0.0	4.0	2.0	2.0	1.0		13.0	\$ 2,145.00				\$ 2,145.00
A-4.9	COT Plan Review Corrections	1.0	4.0	0.0	4.0	20.0	20.0	3.0		52.0	\$ 7,760.00				\$ 7,760.00
	Civil Engineer Design Services (Dibble)											\$ 5,622.00			\$ 5,622.00
	Public Water Main Extension												\$ 3,192.00		\$ 3,192.00
	Structural Engineer Design Services (BDA)											\$ 4,900.00			\$ 4,900.00
	Mech. Engineer Design Services (Applied Eng.)											\$ 4,740.00			\$ 4,740.00
	Electrical Engineer Design Services (Volta)											\$ 6,655.00			\$ 6,655.00
	Landscape Architect (Design Ethic)											\$ 1,925.00			\$ 1,925.00
	SUB-TOTAL HOURS	26.5	77.0	28.0	69.0	102.0	180.0	10.0		492.5					
	SUB-TOTAL COSTS	\$5,962.50	\$15,015.00	\$5,180.00	\$12,075.00	\$16,830.00	\$22,500.00	\$850.00		SUB-TOTAL COST	\$ 78,412.50	\$ 23,842.00	\$ 3,242.00	\$ -	\$ 105,496.50

MANHOUR BREAKDOWN
BY TASK/PERSONNEL

Tasks	Description	Project Principal	Sr. Project Manager	Project Architect	Job Captain	Sr. BIM / CAD Operator	BIM / CAD Operator	Clerical		TOTAL HOURS	COST (HNTE)	Engineering Fees (HNTE)	Additional Services (Req.) Fees (HNTE)	Additional Services (If Req.) / Allowances	TOTAL COST
		\$225.00	\$195.00	\$185.00	\$175.00	\$165.00	\$125.00	\$85.00							
5.0	GMP / Bidding Assistance														
A	Tolleson Utility Operations Building														
A-5.1	Coordinate /Review Contractor & Sub-contractor Questions	4.0	10.0	2.0	4.0	8.0	8.0	0.5		36.5	\$ 6,282.50				\$ 6,282.50
A-5.2	Prepared Addenda	1.00	6.0	0.0	4.0	8.0	8.0	0.5		27.5	\$ 4,457.50				\$ 4,457.50
A-5.3	Attend GMP Meeting	4.00	4.0	0.0	2.0	0.0	0.0	0.5		10.5	\$ 2,072.50		\$ 25.00		\$ 2,097.50
	Mechanical Coordination / Review GC Questions											\$ 1,560.00			
	SUB-TOTAL HOURS	9.00	20.0	2.0	10.0	16.0	16.0	1.5		74.5					
	SUB-TOTAL COSTS	\$2,025.00	\$3,900.00	\$370.00	\$1,250.00	\$2,000.00	\$2,000.00	\$127.50		SUB-TOTAL COST	\$ 12,812.50	\$ 1,560.00	\$ 25.00	\$ -	\$ 12,837.50
Tasks	Description	Project Principal	Sr. Project Manager	Project Architect	Job Captain	Sr. BIM / CAD Operator	BIM / CAD Operator	Clerical		TOTAL HOURS	COST (HNTE)	Engineering Fees (HNTE)	Additional Services (Required) Fees (HNTE)	Additional Services (If Required) / Allowances	TOTAL COST
		\$210.00	\$185.00	\$175.00	\$170.00	\$165.00	\$120.00	\$75.00							
	TOTAL HOURS	138.5	333.0	376.0	249.0	290.0	672.0	23.0		2081.5					
	TOTAL COSTS	\$31,162.50	\$64,935.00	\$69,560.00	\$43,575.00	\$47,850.00	\$84,000.00	\$1,955.00		TOTAL COST	\$ 442,300.00	\$ 238,114.00	\$ 40,931.00	\$ 30,365.00	\$ 759,383.00

TOTAL BASIC DESIGN / CONSTRUCTION ADMINISTRATION SERVICES (HNTE) FEE SUMMARY

Tolleson Utility Operations Building

Architectural / Struct. / MPE Total Base Design Fee	\$ 607,455.00
Civil Total Base Design Fee	\$ 64,520.00
Landscape Architect Total Base Design Fee	\$ 8,439.00
TOTAL	\$ 680,414.00

TOTAL REQUIRED ADDITIONAL SERVICES (HNTE) FEE SUMMARY

Tolleson Utility Operations Building

Sustainability Consultant Energy Modeling	\$ 12,000.00
Sustainability Consultant (LEA Coordination)	\$ 4,500.00
Civil - Water Main Extension	\$ 17,016.00
Civil - Potholing (Public Water)	\$ 13,000.00
Civil - Additional Fire Flow Test	\$ 1,000.00
Arch. Reimbursable Expenses (Allowance)	\$ 625.00
TOTAL	\$ 48,141.00

TOTAL OPTIONAL ADDITIONAL SERVICES (HNTE) FEE SUMMARY

Sustainability Consultant Fundamental	
Commissioning (Design)	\$ 2,500.00
Civil Allowances	
(Site Plan Review / MCDOT/SRP Roadway / Street	
Light	\$ 11,868.00
Cost Estimating	\$ 18,020.00
TOTAL	\$ 32,388.00
Owner Allowance	\$ 100,000.00

BASIC DESIGN / REQUIRED & OPTIONAL ADDITIONAL SERVICES / OWNER ALLOWANCE TOTAL \$ 860,943.00