



April 22, 2025

Mr. Chris Hamilton P.E.
City of Tolleson
City Engineer
9555 W. Van Buren Street
Tolleson, AZ 85353



City of Tolleson
Tolleson Aquatic Center
Construction Administration Services

This letter formulates **Adaptive Architects Inc.** (Adaptive) understanding of the scope and compensation for the work on the above referenced project. This letter may serve as an exhibit to the contract between the City of Tolleson and Adaptive Architects Inc. or as agreed/amended.

General Description

The site is approximately 7.5 acres on Van Buren Street and west of 83rd avenue. The Adaptive Architects' team have completed construction documents for the new City of Tolleson Aquatic facility. The scope of work is for construction administration services during construction of the new facility. The approximate construction duration is 16 months. Adaptive will retain the original design team to perform the following services:

- Shop drawing review and processing per discipline.
- Request for Information (RFI) responses with limited drawing/document changes related to RFI's.
- Three project site visits during construction as expended for Civil, Landscape Architect, MPE Engineers and structural engineers.
- Special Structural Inspectiions by the engineer of record.
- Pool designers will provide specific site visits as it relates to the pool shell.
- Punch list creation and follow up review for each discipline.
- Architect will attend all virtual Owner/Architect/Contractor (OAC) meetings and up to two site visits per month (averaged over the construction duration).

Compensation

J2 Engineering and Environmental Design	\$24,958
Aquatic Design International	\$16,500
Arizona Pinnacle Engineering	\$26,770
Caruso Turley Scott	\$11,725
Caruso Turley Scott Special Structural Engineering	\$18,095
Adaptive Architects	<u>\$84,250</u>
Total	\$182,298

See attached back-up for additional information.



Schedule

Coincides with construction contract as determined.

Excluded Services

1. Creation of OAC Meeting Minutes.
2. Material testing services.
3. As built or record drawings.
4. Geotechnical reports or Geotech services during construction.

Sincerely,

Vincent P. Di Bella AIA, CSI

Vincent P. Di Bella

Adaptive Architects Inc.

Principal Architect

Tolleson Aquatic Consultant Fee Summary Construction Administration

		Total
Consultant		
CTS		\$29,820
J2		\$24,958
ADI		\$16,500
AZPE		\$26,770
Adaptive		\$84,250
Total		\$182,298



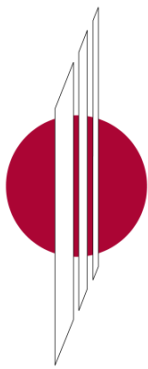
Tolleson Aquatic Adaptive Fee Summary Construction Administration

Phase	Shop	RFI	OAC	ASI	Total
Rate	Hrs per phase				
\$180					\$0
\$145	50	60	100	40	\$36,250
\$135					\$0
\$120	140	100	100	60	\$48,000
\$120					\$0
\$100					\$0
Total					\$84,250
Total Hrs	0	190	160	200	100
					650

Adaptive Hourly Rates

Principal	\$180
Project Architect	\$145
Project Manager 1	\$135
Project Manager 2	\$120
BIM Specialist 1	\$120
BIM Specialist 2	\$100





**CARUSO
TURLEY
SCOTT**
structural
engineers

**STRUCTURAL
SOLUTIONS**

PARTNERS

Sandra Herd, SE, PE, LEED AP
Thomas Morris, SE, PE, LEED AP
Richard Dahlmann, SE, PE
Troy Turley, SE, PE, LEED AP
Brady Notbohm, SE, PE
Craig Porter, SE, PE
Ron Kuklish, SE, PE

**PROFESSIONAL
REGISTRATION**

All 50 States
Washington D.C.
Puerto Rico

1215 W. Rio Salado Pkwy.
Suite 200
Tempe, AZ 85281
480.774.1700
www.ctsaz.com

April 10, 2025

Mr. Vincent Di Bella
ADAPTIVE ARCHITECTS
160 W. University Drive, Suite #2
Mesa, AZ 85201
480.655.0633
vince@adaptivearchitectsinc.com

RE: Tolleson Aquatic Center – Construction Administration
8400 W. Van Buren St.
Tolleson, AZ
CTS Job No: 23-0039-93

Dear Mr. Di Bella:

This will confirm our fee to provide structural engineering and drafting services as required for the following Construction Administration scope for the above-referenced project:

1. Shop drawing review and processing.
2. RFI responses and a limited amount of document changes related to RFIs.
3. Punch list creation and follow up as required.
4. Special structural inspections are included in this fee. See below.
5. 3 engineering site visits during construction are included in this fee.
6. An allowance for Owner changes that require document changes during construction is included in this fee.

Our **Basic Services** for the base scope of work will be billed Hourly-Not-To-Exceed as follows:

STRUCTURAL ENGINEERING AND DRAFTING FEES:					
Phase:	Partner \$200/hr.	Project Engineer \$140/hr.	Project Drafter \$105/hr.	Special Structural Inspector \$105/hr.	Total
Construction Administration:	5 hrs. = \$1,000.00	46 hrs. = \$6,440.00	15 hrs. = \$1,575.00	N/A	\$9,015.00
Allowance for limited CA Changes:	2 hrs. = \$400.00	12 hrs. = \$1,680.00	6 hrs. = \$630.00	N/A	\$2,710.00
Special Structural Inspections:	N/A	10 hrs. = \$1,400.00	N/A	159 hrs. = \$16,695.00	\$18,095.00
Fee Total:					\$29,820.00

Basic Services will be limited to the construction administration above scope. Redesign and field repair engineering would be considered outside the scope of basic services.

Special Structural Inspection Services will be invoiced hourly based on time expended against an anticipated budget estimate of Eighteen Thousand Ninety-Five Dollars (\$18,095.00). A maximum of 39 site visits and 159 hours is anticipated but is contingent upon the contractor's scheduling, phasing, weather, and construction methods. This budget estimate is provided as a courtesy to the Owner for budgeting purposes, however the final cost of Structural Inspections will be based on the actual hours expended. Charges are for actual services provided; therefore, if fewer trips or hours are required, or more than one type of inspection can be combined during a single trip, charges will be adjusted up or down accordingly. Notification will be provided if it appears that the anticipated inspection amount is to be exceeded. The inspection budget estimate shall also be adjusted for phased or interrupted construction or for a change in building construction type. After the design phase, the inspection budget estimate will be reviewed to verify the original scope assumptions and the budget will be adjusted accordingly if necessary. Saturday, Sunday, and Holiday inspections will be billed at our regular hourly rates x 1.5. Inspection fees exclude mileage which will be billed at the current Federal business per mile allowance rate. The anticipated inspection budget is based on the number of site visits and hours noted above. The anticipated inspection budget excludes additional services for re-inspection of incomplete work, time spent inspecting repair type conditions (epoxy grouting for example), time spent waiting for late concrete and grout and/or time spent going to an inspection, which was cancelled without timely notification to this office. In the event of an unexpected rise in fuel costs, Caruso Turley Scott reserves the right to include a fuel surcharge.

In rendering professional services Caruso Turley Scott (CTS) shall apply the skill and care ordinarily exercised by structural engineers at the time and place the services are rendered. Schedules and timely available information from

CLIENT INFORMATION:

CLIENT PROJECT NO.

PROJECT MANAGER

OTHER



the architect, owner and other design consultants contribute to the completeness of the structural drawings. As such, all projects should carry a contingency for potential coordination and value-added items. It is recommended that final bids not be taken until city review comments and coordination comments have been incorporated. If documents are bid prior to city and coordination comments, the owner assumes the risk for associated additional costs. Client agrees that the liability of CTS, its agents, and employees, in connection with services hereunder to the Client and to all persons having contractual relationships with them, resulting from any negligent acts, errors, and/or omissions of CTS, its agents, and/or employees is limited to the total fees actually paid by the Client to CTS for services rendered by CTS hereunder. CTS maintains a current professional liability insurance policy. As a consultant we shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's rights and responsibilities.

Payments for Services as described above shall be made upon the presentation of the Engineer's invoice based on time expended.

This proposal is valid for 120 days from the date of issuance. After 120 days, please contact our office for updated fees. **If this contract meets with your approval, please sign, date and e-mail (MMcClinton@ctsaz.com) back to our office for authorization to proceed.**

Respectfully Submitted:

CARUSO TURLEY SCOTT INC.

Kelly Robertson, SE, PE
Senior Project Manager
480.774.1748 Direct
KRobertson@ctsaz.com

Accepted By:

ADAPTIVE ARCHITECTS

Name: _____

Title: _____

Date: _____



April 21, 2025

Vincent Di Bella, AIA, CSI
Architect Principal
Adaptive Architects
160 W. University Drive, Suite #2
Mesa, AZ 85201

Re: Tolleson Aquatic Center Post Design

Dear Mr. Di Bella,

J2 Engineering and Environmental Design LLC (J2 Design) is pleased to submit this post design proposal for the Tolleson Aquatic Center Improvements.

Thank you for including the J2 Team on this important project; we are excited to begin the post design phase of the project and to continue our outstanding working relationship with Adaptive Architects and the City of Tolleson. Please do not hesitate to call with any questions that you may have.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey Velasquez'.

Jeffrey Velasquez, PLA, ASLA
Principal
J2 Engineering and Environmental Design, LLC
jvelasquez@j2design.us



City of Tolleson | Tolleson Aquatic Center

J2 Scope of Services

Post Design Phase

Task 100 – Post Design Support

J2's staff will review shop drawings; review, respond, and coordinate requests for information (RFI); and prepare architect's supplemental information (ASI) on an as-needed basis. We are anticipating at a minimum the following submittals to be reviewed:

- Decomposed granite materials and associated items
- Concrete mix designs and associated civil elements
- Site furnishings (benches, perforated metal screen fencing, trash receptacles)
- Irrigation components
- Stamped, Colored Asphalt submittal and mock-up
- Artificial Turf submittal and inspection

It is assumed that each submittal/shop drawing will have no more than two (2) reviews for each submittal package. This equates to an initial review of the submittal/shop drawing and a second review after any requested corrections or updates have been made.

J2 staff will attend three (3) site visits each for civil, landscape, and irrigation elements. Time will include travel to and from the site, and a summary of items.

Pre-Final and Final Walk Through

J2 will attend one (1) pre-final walk-through with the City and the contractor and develop a punch list of items relative to the site construction. J2 will compile into an overall list punch list items from the City and our sub-consultants. J2 will attend one (1) final walk-through where the punch list previously developed will be reviewed and determined, what if anything, is left to complete before final acceptance of the projects.

Post Design General Understanding

Limited post design services shall be performed by J2 Engineering and Environmental Design, LLC.

Construction administration and observations will be provided by J2 under the limits described above with the intent of rendering a professional opinion regarding the quality of the completed construction strictly limited to the parking lot, curb and gutter, ADA ramps, landscape, irrigation, and colored stamped asphalt aspects of the project. This task should not be construed to warrant the work of any contractor.

Each discipline will review and approve applicable shop drawings.

In accordance with generally accepted construction practice, Contractor shall be solely responsible for all job site conditions and safety of persons or property.



Any observations of the work completed are subject to the following: The observations will be directly related to the quality of the work performed that such work is in accordance with the requirements of the construction documents. The issuance of a punch list shall not be a representation that J2 has:

- (1) Made exhaustive or continuous on-site observations to check the quality or quantity of the Work
- (2) Reviewed construction means, methods, techniques, sequences for the Contractor's own Work or procedures
- (3) Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the owner to substantiate the Contractor's right to payment or
- (4) Ascertained, how or for what purpose, the Contractor has used money previously paid on account of the Contract Sum.

J2 shall not have control over, or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's responsibility under the Contract for Construction. J2 shall not be responsible for a Contractor's failure to carry out the Work in accordance with the respective Contract Documents.

J2 shall not have control over, or charge of, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons performing portions of the Work not directly employed by J2.

The Construction Administration and Observations portion of this Agreement is based upon the following assumptions, which are assumed to be reasonable:

Maximum contract time of 310 calendar days for construction (Approximately 10 ½ Months).

If this general understanding is not correct, or if the City feels additional field time is needed beyond this Scope of Work; such services can be provided on an additional time and materials basis at the rates provided.

Design Allowances

The following allowances may only be utilized if authorized in advance by the city. These allowances will not be authorized until a full modified scope is known and may need to be increased if the required scope exceeds the established allowance amount.

Owner Changes for landscape and irrigation revisions Allowance – an allowance has been established to revise owner-initiated design elements should it be required for site features outside of the current scope of work.

General Understanding

The City of Tolleson the (Owner) shall designate a person for the project to act as the Client's representative with respect to the services to be performed or furnished by the Project Team under this agreement. Such person, department, or committee shall have complete authority to transmit instructions, receive information, interpret, and define the Client's policies and decisions with respect to the Project Team's services for the Project. The Owner shall also provide key team personnel to be available in coordination meetings including operations and plan review representatives.



The Owner shall make available to the Project Team existing available data and records relevant to the site that the Owner has available.

The Owner shall approve in a timely manner all criteria and information as to Client's requirements for the Project including planning objectives and constraints, performance requirements, any budgetary limitations, and the submittal by the Project Team at the various phases of the projects.

The Owner shall furnish to the Project Team, upon the request of Project Team for performing the services, any existing pertinent data prepared by others, including electronic base maps, drawings of physical conditions in or relating to existing surface or subsurface utilities or structures within the planning area, hydrographic surveys, environmental or cultural assessments, impact statements, and other relevant environmental or cultural studies pertaining to the project as the Owner has available.

The Owner shall give prompt notice to Project Team whenever Client observes or otherwise becomes aware of any development that affects the scope of services or the time schedule of the Project Team.

The Owner warrants and represents that members of the Project Team have the right to enter upon the real property involved herein, and extends this right to J2. The Project Team agrees to exercise due care in the performance of all services pursuant hereto and acknowledges that it is at our own risk.

The Project Team has provided no biological, cultural, or environmental investigations on this site/project, has no knowledge of any adverse biological, cultural, or environmental conditions on the site/project, and is not responsible for and has no liability for any such condition should one be found. It is the responsibility of the Owner to investigate and make these determinations based on the best knowledge and information available at the time of this project. Clearance to begin work shall be given prior to directing or ordering the preparation of any documents.

Design Assumptions and Exclusions

The following tasks are not included in this scope of services:

1. The J2 team is not providing construction management or meeting minutes services.
2. The J2 team is not providing materials testing.
3. The J2 team is not providing as-built or record drawing services. This will be the responsibility of the Contractor

We would expect to start our services promptly after Notice to Proceed and complete our services in a timely manner. This exhibit represents the entire understanding of the Scope of Services as set out herein and may only be modified in writing signed by both parties.

Tolleson Aquatic Center | City of Tolleson
Post Design - Construction Administration
J2 Engineering and Environmental Design, LLC
4/21/2025

Labor Category:		Design Manager	Project Engineer Sr.	Project Engineer	Engineer	Landscape Architect Sr.	Landscape Architect	Designer Sr.	Designer		
Rate:		\$ 215.27	\$ 192.47	\$ 132.32	\$ 111.77	\$ 199.23	\$ 136.76	\$ 120.93	\$ 88.69		
Task #	Task Description:									Hours Total	
100	Post Design Support										
101	Respond to Contractor RFI's (Request For Information)			2	2		6	4	6	20	
102	Submittal / Shop Drawings Review		2	4		4	6	12	12	40	
103	Develop ASI's (Architectural Supplemental Information) for necessary field revisions		1				4	2	8	15	
104	Three site visits each for civil, landscape and irrigation with written summary			12			12	12		36	
105	Pre-Final Walk Through and Punch List (1 Field Meeting)				4		6	4	4	18	
106	Final Walk Through and Punch list (1 Field Meeting)				2		4	4	4	14	
J2 Hours per Labor Category:		0	3	18	8	4	38	38	34	143	
J2 Fee per Labor Category:		\$ -	\$ 577.41	\$ 2,381.76	\$ 894.16	\$ 796.92	\$ 5,196.88	\$ 4,595.34	\$ 3,015.46	\$ 17,457.93	
Subconsultants:		Fee Amount									
None		\$ -			Total Fee J2, Subconsultants, and Allowances:						\$ 24,958.00
Total Subconsultants:		\$ -									
Allowances:		Fee Amount			J2 Engineering and Environmental Design, LLC						
Owner Changes for landscape or irrigation revisions		\$7,500.00									April 21, 2025
Total Allowances:		\$7,500.00									
					Jeffrey Velasquez, PLA, ASLA Principal						Date



11 April 25
Adaptive Architects
160 W. University Drive, Suite #2
Mesa, AZ 85201

RE: Tolleson Aquatic Center Construction Administration Quote
ATTN: Vince DiBella vince@adaptivearchitectsinc.com 480-655-0633

Dear Vince,

Pursuant to your request of 8 Apr 25, we offer the following proposal for the Construction Administration (CA) phase of the aforementioned project and is limited to only this phase with the activities detailed below and the language germane to allowances for any VE changes requested or required throughout the CA's.

- 1) Shop Drawing Review and Processing.
- 2) RFI Responses and Limited Amount of Document Changes Related to RFI's.
- 3) Punch List Creation and Follow-Up.
- 4) Site Visits During Construction at Layout/Forming, Pre-Shotcrete, Punch One, Final Punch. Four Total Site Visits.

Allowance for Owner changes: We are agreeable to make small changes to the plan set after the Construction Documents have been completed. Should the Owner choose to make significant changes to the project after the Construction Documents have been completed, all parties understand that the threshold for changes requiring an Additional Service could be described as those triggered by changes to the structure of the pool(s) necessitating a revision to the existing permit or a resubmission into MECSO to issue a new permit as well as changes requiring our design team to remove and replace one or more of the three critical pieces of mechanical filtration system (pump, filter, heater).

FEE: **\$16,500**

HOURLY RATES

-	Principal	\$190/hr
-	Project Manager	\$140/hr
-	CAD Tech	\$125/hr
-	Spec Writer	\$90/hr
-	Clerical	\$65/hr

CHANGES TO SEALED PLAN SETS- If Client requests changes to any Aqua Design's plan set or drawings that have been signed and sealed by a professional engineer, provided that the changes were not the result of an error or omission on the part of Aqua Design International, Inc., Client will pay Aqua Design International, Inc. a change fee established by the Registrant to review and re-seal the plan set at a cost that will be billed as a pass-through reimbursable (not marked-up).

TRAVEL- Time for Travel for four (4) site visits are included in the base fee. If additional travel is required, we charge for travel/meeting time; door to door, at \$1,600 per day for Principal, \$800 per day for the Project Manager. We will also bill for reasonable trip expenses for transportation, lodging and meals as a pass-through reimbursable.

PAYMENT- All of us at Aqua Design International will work hard to meet your expectations. We expect to get paid on time for our efforts. Aqua Design International will not accept payment terms tied to any pay-when-paid clause. Payments are due within 30 days of receipt of invoice. Payments past due will be charged a service fee of 1.5% per month, compounded. Late payments (60-90 days or more) may also result in a stoppage of work until all invoices are paid in full.

Sincerely,



Aden Acklin
Managing Principal/Owner



David Acklin
Founding Principal/Brand Ambassador



ARIZONA PINNACLE ENGINEERING, LLC

Mechanical and Electrical Consulting Engineers

Raymond B. Lanford, P.E.

Eudjen Savu, P.E.

April 18 2025

Adaptive Architects, Inc.

160 W University Drive, Suite 2
Mesa, Arizona 85201

Attn: Mr. Vince Di Bella

Re: Tolleson Aquatics Center
AZPE Job No. 24044

Sub: Addendum No. 1 to Mechanical and Electrical Engineering Services Agreement

Dear Mr. Di Bella:

We are pleased to submit Addendum No. 1 to the Mechanical and Electrical Engineering Services Agreement for the new Tolleson Aquatics Center that will include a diving/competition pool, a lazy river, spectator bleachers, bathhouse, entry, operations office, storage areas, classrooms, equipment rooms and vending areas per the description provided by you.

1. This Addendum includes the Construction Administration additions to our scope of work. The hours are estimated, not to exceed, the actual hours spent will be billed monthly.

- a. Shop drawing review and processing (48 hours).....\$7,200
- b. RFI responses and limited document changes related to RFI's (44 hours)...\$6,180
- c. Punch list creation and follow up (22 hours).....\$2,960
- d. Three (3) site visits during construction per discipline (31.5 hours).....\$4,410
- e. Allowance for Owner changes (44 hours).....\$6,020

2. All other items in our Proposal for Mechanical and Electrical Engineering Services dated March 14, 2024, shall remain unchanged as a result of this Addendum.

Fee:

Our proposed basic fee for this Addendum is **\$26,770**

If this Addendum meets with your approval, please sign in the space provided and return one copy to us for our files.

We continue to appreciate the opportunity of working with you on this project and know it will be mutually beneficial.

Adaptive Architects, Inc.

Re: Addendum No. 1 to Mechanical and Electrical Engineering Services Agreement

April 18, 2025

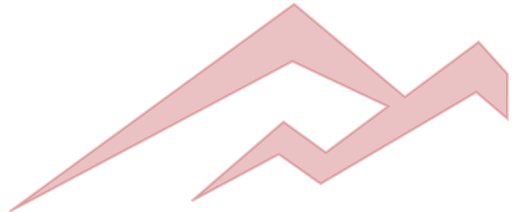
Page 2

Sincerely,

ARIZONA PINNACLE ENGINEERING, LLC



Eudjen Savu, P.E.
Managing Member



ACCEPTED AND APPROVED THIS _____ DAY OF _____, 20____

BY: _____ FOR: _____

TITLE: _____



ARIZONA PINNACLE ENGINEERING, LLC
Mechanical and Electrical Consulting Engineers
Raymond B. Lanford, P.E.
Eudjen Savu, P.E.

April 18, 2025

Tolleson Aquatics Center

Mechanical and Electrical CA Fee Summary Sheet

Line	Task	Manager		Senior Engineer		Senior Designer		Designer		Clerical	
		M	E	M	E	M	E	M	E	M	E
1	Shop Drawing Review			6	6	18	18				
2	RFI's			4	4	8	8	10	10		
3	Punch List					7	7	4	4		
4	Visits during Construction					10.5	21				
5	Owner changes allowance			2	2	10	10	10	10		
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18	Total Hours			12	12	53.5	64	24	24		
19											
20	Hourly Labor Rate	\$195.00	\$195.00	\$180.00	\$180.00	\$140.00	\$140.00	\$125.00	\$125.00	\$90.00	\$90.00
21											
22	Total Labor and Profit			\$2,160.00	\$2,160.00	\$7,490.00	\$8,960.00	\$3,000.00	\$3,000.00		

Total CA Fee

\$26,770.00