

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
4LINE STUDIO LLC**

THIS AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT (this "Amendment") between the CITY OF TOLLESON, an Arizona municipal corporation (the "City") and 4LINE STUDIO, LLC, an Arizona limited liability company, (the "Consultant"), (collectively, the "parties"), is hereby entered into and shall be effective on the last signature date set forth below.

Note: Amendment changes are noted with additions in **bold** font and deletions in ~~strikeout~~ font.

RECITALS

A. The City and the Consultant entered into a Professional Services Agreement effective on June 30, for Consultant to provide the City with On-Call Architectural Services, (the "Agreement"). The terms of the Agreement and any amendments thereto, are incorporated herein by reference.

B. The City is permitted, pursuant to Section 3-5-7 of the City Code, to make purchases under the Agreement, at its discretion and with the agreement of the awarded Consultant.

C. The City and the Consultant desire to enter into this Agreement for the purpose of (i) acknowledging their contractual relationship under the Agreement and this Agreement, (ii) establishing the terms and conditions by which the Consultant may provide the City with Services, and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Services.

AGREEMENT

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

1. The parties agree to amend Paragraph 1 Term of the Agreement 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, ~~2026~~**2027**.

2. The parties agree to amend Paragraph 3 Compensation of the Agreement to include a new Exhibit C, Fee Proposal, which is attached hereto.

3. The parties agree to amend Paragraph 14.14 Notices and Requests of the Agreement as follows:

With copy to: Pierce Coleman PLLC
~~7730 E. Greenway Road, Suite 105~~
17851 N. 85TH STREET, SUITE 175
Scottsdale, Arizona ~~85260~~**85255**.
Attn: Justin Pierce, City Attorney

4. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

5. Non-Default. By executing this Amendment, the Contractor affirmatively asserts that (i) the City is not currently in default, nor has it been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Amendment are forever waived.

6. Conflict of Interest. This Amendment and the Agreement may be canceled by the City pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the last date and year 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

“Contractor”

4LINE STUDIO, LLC, an Arizona limited liability company

By: _____

Name: _____

Its: _____

Date

AMENDED EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
4LINE STUDIO, LLC

(Fee Schedule + Fee Proposal)

See following pages.



4Line Studio LLC
6155 East Indian School Road #150
Scottsdale, Arizona 85251
www.4linestudio.com

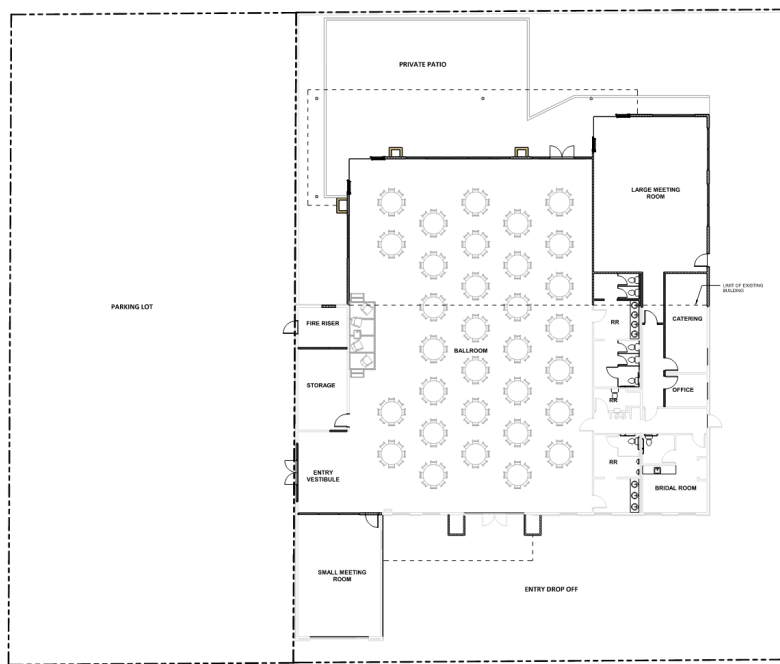
Exhibit A – Scope Of Work

Project Scope

Our understanding of the project scope is as follows:

The client is looking to develop the existing building located at 9258 West Van Buren Street Tolleson, Arizona 85353 to convert the existing structure into a new event space for the City of Tolleson. The existing building is +/- 5,500 sf and is roughly 80% completed through a construction project for a free standing office/medical building. The intent is to convert the existing structure into a new event space plus add +/- 3,500 sf to provide the following amenities:

- 250 Occupant Ballroom Space
- Small Meeting Room
- Large Meeting Room
- Restrooms
- Bridal Room
- Warming Kitchen
- Misc. Business Spaces
- Private Patio On North End Of Building
- Vehicular Drop Off On South Side Of Building
- New Parking Lot West Of Building On Adjacent Parcel That Will Be Part Of Larger City Owned Parcel





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Project Assumptions

- Construction will be not be phased and drawing packages will not be phased.
- Sufficient utilities (water, power, etc...) are available at existing property line and no off-site work is required
- All deliverables will be digital. Any physical printing/shipping will be billed as a reimbursable expense at the Client's expense with a 10% markup
- All travel expenses are included in the fees above for the number of in person meetings listed in Exhibit A.
- It is assumed that retention will be underground.
- The existing building is not sprinkled, it is assumed the project will be sprinkled as part of this project's scope, but design of the sprinkler system and fire riser is excluded from this project's scope.



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Project Exclusions:

- Permit, Application, Design Review Fees
- Review and Evaluation of Value Engineering Proposed By Others
- Energy Modeling
- Estimation Of Construction Schedule
- Material Inspection, Sampling and Testing Services
- Environmental Assessments
- Asbestos, Lead, and Hazardous Material Abatement and Removal
- Delegated Design Items (Structural or Otherwise)
- Building Signage + Other Non-Code Required Signage
- Rezoning Submittals/Presentations
- Lot Split/Combination Submittals
- Special City Inspections
- Specifications and Analysis for Pre-Purchase of Equipment
- Multiple Permit Packages Or Bid Package
- Review of, and Response to, Design Review by Outside Consultants (except as noted)
- LEED/SITES/WELL Building Design
- Design of Grey Water Systems
- Bidding Negotiation
- 3rd Party Utility Coordination (Except as Noted)
- Fire Alarm/Fire Sprinkler Design
- Lightning Protection Design
- Furniture Procurement
- Traffic Engineering or Studies
- Fire Flow Tests
- Utility Locating/Potholing
- IT/AV or Security Design
- Acoustical Analysis/Design
- Low Voltage Landscape Lighting Design
- Construction Staking
- NOI (Notice of Intent) Application By Contractor
- Irrigation Booster Pumping System
- Construction Administration Services
- Sub-Surface Exploration
- Design of Off-Site/Public Street, Sidewalk, Water, or Sewer Improvements
- Natural Gas/Propane Design



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Basic Services:

Task 1.0 - Schematic Design

Task 1.1 - Architectural Services – As part of this phase 4Line Studio LLC will work with the Client to develop a design that meets their objectives, making revisions as necessary to the exterior and interior design features of the core elements. During this phase all plans, elevations, exterior/interior finishes will be refined. Three-dimensional images will be provided. **As part of this phase 4Line Studio will attend up to two (2) in person meetings with the client**

Task 1.2 – Mechanical And Plumbing Engineering Services – Refer to Exhibit A.1. **No in person meetings by the sub-consultant are expected as part of this task**

Task 1.3 – Electrical Engineering Services – Refer to Exhibit A.2. **No in person meetings by the sub-consultant are expected as part of this task**

Task 1.4 – Structural Engineering Services – Refer to Exhibit A.3. **No in person meetings by the sub-consultant are expected as part of this task**

Task 1.5 – Civil Engineering Services – Refer to Exhibit A.4. **No in person meetings by the sub-consultant are expected as part of this task**

Task 1.6 – Landscape Architectural Services – Refer to Exhibit A.5. **No in person meetings by the sub-consultant are expected as part of this task**

Task 1.7 – Cost Estimation Services – Refer to Exhibit A.6. **No in person meetings by the sub-consultant are expected as part of this task**

Task 1.8 – Food Service Design Services – Refer to Exhibit A.7. **No in person meetings by the sub-consultant are expected as part of this task**

Task 1.9 – Geotechnical Engineering Services – Refer to Exhibit A.8. **No in person meetings by the sub-consultant are expected as part of this task**



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Task 2.0 - Design Development

Task 2.1 - Architectural Services –Based on the approved SD package, 4Line Studio LLC will develop the design in further detail as needed, including:

Development of the exterior building envelope, including wall materials, window fenestration, and other design elements

Prepare wall sections for major wall assemblies and building components

Interior elevations of core spaces showing proposed millwork, interior glass openings, and proposed interior finishes

Reflected ceiling plans showing ceiling height and materials, and location of light fixtures

Progress deliverables during this phase will be informal and submitted as needed to move the project forward

Final deliverable for this phase includes a design development package in PDF form including drawings identified above.

Task 2.2 – Mechanical And Plumbing Engineering Services – Refer to Exhibit A.1. No in person meetings by the sub-consultant are expected as part of this task

Task 2.3 – Electrical Engineering Services – Refer to Exhibit A.2. No in person meetings by the sub-consultant are expected as part of this task

Task 2.4 – Structural Engineering Services – Refer to Exhibit A.3. No in person meetings by the sub-consultant are expected as part of this task

Task 2.5 – Civil Engineering Services – Refer to Exhibit A.4. No in person meetings by the sub-consultant are expected as part of this task

Task 2.6 – Landscape Architectural Services – Refer to Exhibit A.5. No in person meetings by the sub-consultant are expected as part of this task

Task 2.7 – Cost Estimation Services – Refer to Exhibit A.6. No in person meetings by the sub-consultant are expected as part of this task

Task 2.8 – Food Service Design Services – Refer to Exhibit A.7. No in person meetings by the sub-consultant are expected as part of this task



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Task 3.0 - Construction Documents

Task 3.1 - Architectural Services –Based on the approved DD package, 4Line Studio LLC will continue to develop the design and drawings to furnish a complete set of documents suitable for plan review, Contractor bidding, and construction. As part of this phase 4Line Studio LLC will coordinate the drawings and specifications and incorporate into the final CD package/Contract Documents. Progress deliverables during this phase will be informal and submitted as needed to move the project forward. **As part of this phase 4Line Studio will attend up to two (2) in person meetings with the client**

4Line Studio LLC will develop architectural drawings for the use in permitting and construction for the Core and Shell scope, including:

- Code and Egress Study and Plans
- Floor Plans with Dimensions and Keynotes
- Interior Design and all finish selections
- Reflected Ceiling Plans.
- Light fixture selections
- All Necessary Details Interior and Exterior
- Sheet Specifications

Task 3.2 – Mechanical And Plumbing Engineering Services – Refer to Exhibit A.1. No in person meetings by the sub-consultant are expected as part of this task

Task 3.3 – Electrical Engineering Services – Refer to Exhibit A.2. No in person meetings by the sub-consultant are expected as part of this task

Task 3.4 – Structural Engineering Services – Refer to Exhibit A.3. No in person meetings by the sub-consultant are expected as part of this task

Task 3.5 – Civil Engineering Services – Refer to Exhibit A.4. No in person meetings by the sub-consultant are expected as part of this task

Task 3.6 – Landscape Architectural Services – Refer to Exhibit A.5. No in person meetings by the sub-consultant are expected as part of this task

Task 3.7 – Cost Estimation Services – Refer to Exhibit A.6. No in person meetings by the sub-consultant are expected as part of this task

Task 3.8 – Food Service Design Services – Refer to Exhibit A.7. No in person meetings by the sub-consultant are expected as part of this task



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Exhibit -B Fees

Task 1.0 – Schematic Design	\$48,319.00
Task 1.1 – Architectural Services	\$15,000.00
Task 1.2 – Mechanical and Plumbing Engineering Services	\$2,035.00
Task 1.3 – Electrical Engineering Services	\$1,584.00
Task 1.4 – Structural Engineering Services	\$2,530.00
Task 1.5 – Civil Engineering Services	\$14,300.00
Task 1.6 – Landscape Architectural Services	\$3,850.00
Task 1.7 – Cost Estimation Services	\$1,980.00
Task 1.8 – Food Service Design Services	\$1,320.00
Task 1.9 – Geotechnical Engineering Services	\$5,720.00

Task 2.0 – Design Development	\$56,745.00
Task 2.1 – Architectural Services	\$15,000.00
Task 2.2 – Mechanical and Plumbing Engineering Services	\$9,130.00
Task 2.3 – Electrical Engineering Services	\$3,168.00
Task 2.4 – Structural Engineering Services	\$2,420.00
Task 2.5 – Civil Engineering Services	\$14,025.00
Task 2.6 – Landscape Architectural Services	\$8,250.00
Task 2.7 – Cost Estimation Services	\$2,772.00
Task 2.8 – Food Service Design Services	\$1,980.00

Task 3.0 – Construction Documents	\$66,321.00
Task 3.1 – Architectural Services	\$20,000.00
Task 3.2 – Mechanical and Plumbing Engineering Services	\$8,800.00
Task 3.3 – Electrical Engineering Services	\$3,168.00
Task 3.4 – Structural Engineering Services	\$4,180.00
Task 3.5 – Civil Engineering Services	\$18,425.00
Task 3.6 – Landscape Architectural Services	\$5,500.00
Task 3.7 – Cost Estimation Services	\$3,168.00
Task 3.8 – Food Service Design Services	\$3,080.00

Basic Services Total:	\$171,385.00
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4Line Studio LLC Additional Services Hourly Rates	
Principal / Project Manager	\$195.00/hr
Project Architect	\$155.00/hr
Project Designer	\$135.00/hr

A 10% markup of all consultant fees will be applied to the total proposal costs that are provided to 4Line Studio. This same 10% markup will be applied to any additional services required by any consultants to 4Line Studio LLC.