

**A/E SCOPE OF SERVICES & FEE PROPOSAL****AGREEMENT** made as of the 13th day of April, 2018

Perlman Project No. 318003 Rev. 3

**BETWEEN the OWNER:**

City of Maricopa  
39700 W. Civic Center Plaza  
Maricopa, Arizona 85138  
Attn: Ross Renner, CIP Project Mngr.

**and the ARCHITECT:**

Perlman Architects of AZ, Inc.  
4808 N. 24<sup>th</sup> Street, Suite 100  
Phoenix, Arizona 85016

**PROJECT**

Name: **City of Maricopa, AZ- Fire Department Administration Building**  
Location: NWC of Garvey Avenue & Estrella Parkway (just south of Fire Station No. 575)  
Maricopa, Arizona

**PROJECT DESCRIPTION**

The City of Maricopa is developing a new Fire Administration Facility (the project) located on the NWC of Garvey Avenue & Estrella Parkway (just south of Fire Station No. 575) The project site is part of an overall Municipal Campus where the project will share security and access from both the existing Fire Station and the Public Works Facility. This project is an approximately 10,000 to 12,000 square foot office administration building approximately 5,000 to 7,000 square feet of office space and 5,000 square footage of warehouse/storage. The office area will have, but not limited to, offices, conference rooms, kitchenette, dining area, training and classroom facilities and restrooms. On-site improvements associated with the project include staff and visitor parking, landscape, perimeter fencing, which may include fencing around the fire station and retention areas. The City's historic Zephyr rail car will be relocated with new platform and Podium and possible shade structure to be relocated to the south end of the property. The project site is approximately 2.5 acres and will require off-site utility extensions and the design of a Fire Department drafting pump test pit to be located on Fire Department Fleet Maintenance site. Basic services will also include coordination with a 3<sup>rd</sup> party vendor for FF&E and/or CMAR's furniture vendor. The project delivery method will be Contractor Management at Risk (CMAR). The overall construction budget is unknown at this time. If feasible, the project will be designed to meet current United States Green Building Council's (USGBC) Leadership in Energy and Environmental Design-Building Design and Construction Development (LEED-BD+C)v4 Minimum of certified rating.

**SERVICES****Project Phases**

The basic services scope of work shall consist of the phases as outlined below:

***Programming/Schematic Design Phase (PG/SD) Phase (30%):***

- Collection and Review of all applicable existing drawings (manual & AutoCAD format), reports, guidelines, City of Maricopa Zoning Requirements, City/Fire Department design and material/system requirements/standards, utility maps, Zephyr railcar requirements and coordination with the Maricopa Historical Society
- Attend (1) Kick-off/Programming Meeting with involved City of Maricopa Fire Department & City Staff, in order to summarize space area, major programmatic requirements and overall sustainability goals
- Develop written Programming Document outlining space area, major relationship, materials & systems and overall sustainability goals/requirements and future horizontal building expansion

- Program for future expansion (horizontal building, not vertical)
- Perform Site survey (Topo/Boundary & ALTA (if applicable as optional service))
- Preliminary grading & drainage design
- Meet with City and County Officials to determine the needs assessment for the LOMR process/submittal requirements for the County and FEMA LOMR.
- Preliminary landscape/hardscape design
- Develop preliminary Building Engineering Narratives (Structural, Mechanical/Plumbing, Electrical and Fire Protection)
- (1) 4-8 hour Design Charrette between Architect and City/FD for the purpose of generating conceptual site plan, floor plan general design goals/direction based on approved programming summary
- Develop (2-3) conceptual site plan/floor plan schemes as a result of the "Team Design Charrette" with one scheme to be developed at full schematic design level
- Develop SD level architectural roof plan, exterior elevations, 3-D building massing model rendering
- One (1) City of Maricopa Planning Pre-App Meeting
- City of Maricopa Site Plan Review 1st Submittal
- Three (3) client design input/coordination/review meetings
- One (1) P&Z Commission Presentation
- Preliminary Utility Coordination
- Coordination with applicable City & FD representatives and Design Team
- Coordination with CMAR and review of CMAR cost estimates (if CMAR is contracted at this phase)
- Coordination with Maricopa Historical Society for the Zephyr Railcar

**Deliverables:** Written Programming Document outlining space area, major relationship, materials & systems and overall sustainability goals/requirement; Topographic/Boundary Survey (ALTA if applicable), native plant survey, preliminary civil grading & drainage plan, County FCD LOMR Submittals and preliminary FEMA LOMR Analysis and Documentation, preliminary landscape/hardscape plan, preliminary design narratives (Architectural, Structural, Mechanical/Plumbing, Electrical and Fire Protection), SD level Architectural Drawings (site plan, floor plan, colored exterior elevations, 3-D massing model rendering, and roof plan, color & material board), and preliminary code/zoning analysis, site context map & photographs. The Architect shall incorporate the City's review comments into the subsequent submittal. The Architect shall prepare a tabulation of the review comments and the proposed resolution for each comment. Architect must provide a brief explanation for each comment that it proposes to not incorporate; otherwise the City expects all comments to be addressed.

***Design Development (DD) Phase (60%):***

- Develop DD level Architectural Drawings based on approved SD submittal
- Develop DD level Engineering/Consultant Drawings based on approved SD submittal
- Develop Preliminary County FCD Analysis and Drainage documentation for county FCD submittal
- Develop DD level Specifications
- Confirm/refine project sustainability requirements
- Develop and refine interior and exterior color, material and finish selections
- One (1) City Site Plan Comment Review Meeting
- City Site Plan Review Re-submittal
- City Site Plan Approval
- One (1) Neighborhood Interface Meeting
- One (1) Final P & Z Commission Approval Meeting
- Utility coordination
- Four (4) client design input/coordination/review meetings
- Coordination with applicable COM & FD representatives and Design Team
- Coordination/meetings with CMAR for bid clarifications and review of CMAR cost estimates/GMP
- Coordination with Maricopa Historical Society for the Zephyr railcar

**Deliverables:** DD (60%) Architectural, Structural, Mechanical/Plumbing, Electrical, Fire Protection/Fire Alarm, Landscape Architecture and Civil Engineering Drawings/Documents, Draft Specifications. The Architect shall incorporate the City's review comments into the subsequent submittal. The Architect shall prepare a tabulation of the review comments and the proposed resolution for each comment. Architect must provide a brief explanation for each comment that it proposes to not incorporate; otherwise the City expects all comments to be addressed.

***Construction Documents (CD) Phase (90% & 100%)***

- Develop CD level Architectural Drawings based on approved DD submittal, appropriate for the City of Maricopa Building Permit Review
- Develop CD level Engineering/Consultant Drawings based on approved DD submittal, appropriate for the City of Maricopa Building Permit Review
- Develop and Submit County FCD applications and documents and prepare FEMA LOMR submittal and Documentation
- Develop CD level Specifications (Draft & Final), appropriate for the City of Maricopa Building Permit Review
- Confirm project sustainability requirements
- Final Utility coordination
- Four (4) client design input/coordination/review meetings
- Coordination with applicable City & FD representatives and Design Team
- Coordination/meetings with CMAR for bid clarifications and review of CMAR cost estimates/GMP
- Building Permit Process
- Submit Plans/Documents for Building Permit Review
- Pick-up review comment/redlines as required
- Resubmit Plans/Documents for approval

**Deliverables:** CD (100%) Architectural, Structural Engineering, Mechanical/Plumbing Engineering, Electrical Engineering, Fire Protection/Fire Alarm Engineering, Landscape Architecture and Civil Engineering Drawings/Documents, County and FEMA FCD LOMR Documentation and analysis, Specifications and Calculations City Permit Review Submittal and Resubmittals in CAD and PDF formats for the City use for this Project and City Departments. The Architect shall prepare plans in accordance with the most current version of the *City of Maricopa Engineering Procedures Manual*, *MAG Standard Specifications and Details*, the Arizona Utility Coordinating Committee *Public Improvement Project Guide*, and other standards such as National Fire Protection Association (NFPA), including but not limited to NFPA 1221 and NFPA 110, the Association of Public Safety Communications Officials, the National Emergency Number Association, the Department of Homeland Security, AASHTO, MUTCD, ASTM, City of Maricopa Building Codes and International Building Codes as adopted by the City of Maricopa, as applicable. All plans shall be prepared using an approved version of AutoCAD, shall be 24" x 36" in size and shall be prepared on the City of Maricopa's standard plan sheets. The Architect shall incorporate the City's review comments into the subsequent submittal. The Architect shall prepare a tabulation of the review comments and the proposed resolution for each comment. Architect must provide a brief explanation for each comment that it proposes to not incorporate; otherwise the City expects all comments to be addressed.

***Construction Administration (CA) Phase:*** Begins when Permits are pulled and includes the following Construction Administration services based on a "Construction Management at Risk" construction process:

- (32)-Architect's Site Visits/Progress Meetings w/ Reports (based on weekly site visits/meetings for estimated 8-month construction schedule)
- Engineering Disciplines' Construction Administration Site Visits/Progress meetings w/ reports (3-per consultant)
- Architectural and Engineering Clarifications/RFI Responses
- Assistance with the review of Change Order/Proposal Request

- Architectural and engineering Shop Drawing and Submittal reviews and Participate in the pre-construction meeting and/or progress meetings
- Assist Owner with review of CMAR monthly pay applications
- Review technical proposals and cost submittals and make recommendations
- (2) Architectural Punch-List Inspections: one (1) to establish Substantial Completion & one for Final Acceptance of the Project.
- Review of Operations and Maintenance Manuals prepared/provided by Contractor
- Review project reports created by the City Inspector or submitted by the CMAR
- Assist with project closeout activities

**Deliverables:** The Architect shall provide documentation (reports) of the construction project, provide Construction observations and inspection reports. As- built CAD drawings depicting Architectural, Structural, M/P/E/FP, Civil and Landscape construction field modifications as field documented/provided by the Contractor as an optional service, if required.

**Additional Services** shall include the following UPON the Owner's Request:

**Construction Staking:** The A/E shall provide survey control/construction staking for use by the Contractor during construction.

**Post Construction (PC) Phase:** Begins after C of O and includes warranty follow-up, meetings, telecons, etc.

**Additional or Optional Engineering/Consultants:** All Engineering/Consultants not previously included under Basic Services, and consultants, including but not limited to Construction & Material Testing, Civil Off-Site Utility and/or Street Design (except as noted), off-site Civil Retention/Drainage Easements and Exhibits (except as noted), Storm Water/Flood Plain Studies/LOMR, Environmental Studies, full Interior Design, or Specialized Design consultants other than those outlined here in are included in basic services. The Architect shall coordinate and provide background drawings and disks only, if above reference additional services are performed by Owner and/or Owner's separately hired Consultant.

**Temporary Facilities:** Design or layout of temporary facilities or trailers.

**Architectural Renderings or Models:** Brochure or presentation quality floor plans, elevations, Photo-realistic 3-D renderings or scaled models.

**Special Structural Inspection (Optional Service):** Special Structural Inspection is required per the Building Code and the City of Phoenix Building Department. The services required will vary depending on the construction type of the project. The work is typically billed on a per/inspection visit as required by the Contractor's construction sequence and can be performed by the Structural Engineer of Record or and outside testing agency with Special Structural Inspection capabilities.

**Environmental Studies:** Environmental studies required for the purchase of the property or any other reason.

**Zoning Changes, Use Permits, Variances, Etc.:** Services required to obtain zoning changes, use permits, variances, etc. if found to be required.

## COMPENSATION

For Basic Services the Owner shall compensate the Architect as follows:

### **Architectural Services:**

Programming /Schematic Design (PR/SD) Phase (30%):	\$ 53,160.00
Design Development (DD) Phase (60%):	\$ 63,280.00
Construction Documents (CD) Phase (100%):	\$ 86,720.00
Zephyr Rail Car Podium/Structure:	\$ 3,800.00
<b>Total Architectural Basic Services Fee:</b>	<b>\$206,960.00</b>

### **Consultant Services:**

#### **Specification Writing:**

Schematic Design (SD) Phase:	\$ 1,200.00
Design Development (DD) Phase:	\$ 2,000.00
Construction Documents (CD) Phase:	\$ 5,600.00
<b>Subtotal Specification Writing Services:</b>	<b>\$ 8,800.00</b>

#### **Structural Engineering:**

Schematic Design (SD) Phase:	\$ 1,600.00
Design Development (DD) Phase:	\$ 2,100.00
Construction Documents (CD) Phase:	\$ 6,000.00
Zephyr Rail Car Podium/Structure:	\$ 1,500.00
Photovoltaic Parking Canopy Design:	\$ 1,500.00
<b>Subtotal Structural Services:</b>	<b>\$12,700.00</b>

#### **Mechanical/Plumbing Engineering:**

Schematic Design (SD) Phase:	\$ 3,700.00
Design Development (DD) Phase:	\$ 3,700.00
Construction Documents (CD) Phase:	\$ 4,930.00
<b>Subtotal Mechanical/Plumbing Services:</b>	<b>\$12,330.00</b>

#### **Electrical Engineering:**

Schematic Design (SD) Phase:	\$ 2,000.00
Design Development (DD) Phase:	\$ 5,155.00
Construction Documents (CD) Phase:	\$ 6,350.00
<b>Subtotal Electrical Services:</b>	<b>\$13,505.00</b>

#### **Fire Sprinkler Engineering:**

Schematic Design (SD) Phase:	\$ 500.00
Design Development (DD) Phase:	\$ 500.00
Construction Documents (CD) Phase:	\$ 2,500.00
<b>Subtotal Fire Sprinkler Services:</b>	<b>\$ 3,500.00</b>

#### **Fire Alarm Engineering:**

Schematic Design (SD) Phase:	\$ 500.00
Construction Documents (CD) Phase:	\$2,500.00
<b>Subtotal Fire Alarm Services:</b>	<b>\$3,000.00</b>

**Civil Engineering:**

ALTA /Topographic Survey/Pre Design Services:	\$ 12,700.00
Schematic Design (SD) Phase:	\$ 3,200.00
Design Development (DD) Phase:	\$ 5,000.00
Construction Documents (CD) Phase:	\$ 9,000.00
Drainage Report:	\$ 5,600.00
Zephyr Car Relocation:	\$ 3,500.00
<u>Floodplain Analysis and Hydraulic Modeling</u>	<u>\$ 74,500.00</u>
<b>Civil Engineering Sub-Total:</b>	<b>\$113,500.00</b>

**Landscape Architecture:**

Schematic Design (SD) Phase:	\$ 4,140.00
Design Development (DD) Phase:	\$ 3,240.00
Construction Documents (CD) Phase:	\$ 5,460.00
<u>Zephyr Car Relocation:</u>	<u>\$ 1,200.00</u>
<b>Subtotal Landscape Services:</b>	<b>\$14,040.00</b>

**Geotechnical Services:**

Geotechnical Investigation and Report:	\$ 2,900.00
<u>Percolation Test: (includes 2 tests (\$1,400.00 1st &amp; \$600.00 2nd)</u>	<u>\$ 2,000.00</u>
<b>Subtotal Geotechnical Services:</b>	<b>\$ 4,900.00</b>

**Energy Consulting Services:**

Energy Analysis /Model:	\$ 6,000.00
<u>Fundamental Commissioning:</u>	<u>\$12,000.00</u>
<b>Subtotal Energy Consulting Services:</b>	<b>\$ 18,000.00</b>

**Total Consultant Basic Design Services Fee: \$204,275.00**

**Total Basic Services Architectural /Engineering Services Fee: \$411,235.00**

**Construction Administration Services: (may be under separate contract)**

Architectural Services:	\$ 64,560.00
Structural Engineering:	\$ 800.00
Mechanical/Plumbing Engineering:	\$ 1,700.00
Electrical Engineering:	\$ 4,100.00
Fire Protection:	\$ 1,500.00
Civil Engineering:	\$ 6,000.00
<u>Landscape Architecture:</u>	<u>\$ 4,230.00</u>
<b>Subtotal Construction Administration Services:</b>	<b>\$ 82,890.00</b>

**Total of Design/Construction Administration Services: \$494,125.00**

**Optional Design Services (if Required):**

Special Structural Inspections Allowance:	\$20,000.00
Record CAD As-built Drawings Allowance:	\$10,000.00
Floodplain Submittal Fees Allowance:	\$16,000.00
LOMR Preparation and Submittal Allowance:	\$40,000.00
Lot Split/Minor Land Division:	\$ 3,500.00
Legal Descriptions and Exhibits per Lot (assumes up to 4-lots @ \$650 each)	\$ 2,600.00
<u>Architectural/Engineering Sustainability Design Narrative:</u>	<u>No Charge</u>
<b>Optional Services Sub-Total:</b>	<b>\$92,100.00</b>

**Grand Total Architectural/Engineering Services + Optional Services:** **\$ 586,225.00**

**Reimbursable Expense Allowance:** **\$ 11,500.00**

**Grand Total Architectural/Engineering Services Fee + Opt. Services + Allowances:** **\$597,725.00**

**Value of Zephyr Car Relocation: (already calculated in above totals)** **\$ 11,200.00**

**For Additional Services**, the Basis of Compensation shall be time and materials, or lump sum as agreed upon at time of request for additional services per the attached Exhibit "A"- Perlman Architects Standard Hourly Rate Schedule.

**For Additional Services of Consultants**, a multiple of one and one fifth (1.20) times the amounts billed to the Architect for such services if based on time & materials.

**The Re-use Fee** for any portion of this project on any other site is the full original Fee plus T & M for any additional modifications as outlined in this proposal.

**Termination Expenses** apply only if the Architect is authorized to proceed with the Design and Construction Documents Phase. When not the fault of the Architect, the Owner shall pay all Fees for Basic and Additional Services due to date plus twenty-five percent (25%) of the remaining Fees for Basic Services and all Reimbursable Expenses.

**For Reimbursable Expenses** a multiple of one and fifth (1.15) times the expenses incurred by the Architect.

**OWNER:**

**ARCHITECT: (Perlman Architects of AZ, Inc.)**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

4-13-18  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed name and title)

Kenneth Powers, LEED AP, R.A. Principal

\_\_\_\_\_  
(Printed name and title)



## AGREEMENT/PROPOSAL FOR SPECIFICATION WRITING SERVICES

Date: 16 March 2018 - [Revised 6 April 2018](#)

Client: Perlman Architects of Arizona, Inc.  
4808 North 24th Street, Suite 100  
Phoenix, Arizona 85016

Project: Maricopa Fire Department Administration Building  
PAZ \_\_\_\_\_ / SASC 18-265-6

- Construction Specifications
- Spec Masters
- Manufacturers Product Specifications
- Expert Witness
- Contract Administration
- Manufacturers Catalogs
- C-SPEC<sup>SM</sup> Guide Specifications System

SASC – Hayes Consulting, LLC appreciates this opportunity to provide this Proposal for specification writing services. This proposal is based upon information received March 12, 2018 [with additional information April 6, 2018](#).

**SCOPE OF PROJECT:** Project consists of a new 10,000 to 12,000 sq. ft. Administration Building for the Maricopa Fire Department. Building includes approximately 5,000 sq. ft. of Warehouse space and the balance to include, but not limited to Kitchen, Dining area, Offices, Conference Rooms, Restrooms, Training and Classroom area, Security Room, Utility Rooms and Spaces, and public outreach meeting area. Work also includes a concrete podium structure to support the existing Zephyr Rail Car to be relocated to the new platform. Work also includes associated site development for the proposed site. Proposal is based on providing a single Project Manual. Proposal does not include attendance to Architects regular team meetings. Services shall be in accordance with the attachments to this proposal.

**TIME:** Specifications for submittal(s) to be completed in accordance with a schedule mutually agreed upon by SASC – Hayes Consulting, LLC and Client. Information required prior to proceeding, including signed copy of this Proposal (or approved alternative), and schedule of delivery dates for Project Manual drafts shall be provided by the Client to SASC – Hayes Consulting, LLC a minimum of 6 weeks prior to due date of first draft. The schedule for this project is as follows:

- Schematic Design Phase: To be Determined
- Design Development: To be Determined
- Construction Documents Phase: First Draft: To be Determined  
Final Draft: To be Determined

**COMPENSATION:** The following fees are based upon scope of project as stated in this Proposal and are subject to conditions of the attachments to this Proposal:

• SD – Schematic Design:	\$1,200.00
• DD – Design Development:	\$2,000.00
• Construction Documents Phase (Basic Services)	
Project Manual:	\$5,600.00
Podium Structure for Zephyr Rail Car:	<del>\$1,200.00</del>
<b>Total Fee:</b>	<b>\$8,800.00</b>

**SIGNATURES:** If you find the services, fees, reimbursable costs billing policy and miscellaneous provisions as contained in this Proposal to be acceptable, please sign and return to us. We will return one fully executed copy of this Proposal to you which shall become the Architect/Consultant Agreement.

SIGNED:

Martin N. Hayes, RA/CSI/CCS  
Principal, SASC - Hayes Consulting, LLC

*Martin Hayes*

SIGNED:

Perlman Architects of Arizona, Inc.

4960 South Gilbert Road  
# 1-446  
Chandler, AZ 85249  
(480) 967-0088

e-mail:  
mhayes@sascsouthwest.com

Attachments: Appendix A

\* \* \* \* \*



## Engineering Services Agreement

  
Consulting  
Structural  
Engineers

Date: April 6, 2018

Client: Perlman Architects of Arizona, Inc. (Attn: Gerrald Adams)  
4808 North 24<sup>th</sup> Street, Suite 100  
Phoenix, Arizona 85016

Project Name & Location: Maricopa Fire Administration Building  
Maricopa, Arizona

Scope: The project consists of the following:

1. A 12,000 square foot single-story Fire Department Administration Building.
2. A concrete rail car podium slab and 200 square foot max gazebo structure.
3. Parking Canopy structure including support for PV panels.

Extent of Services:

- Structural Construction Documents drawn in AutoCAD and/or Revit including progress sets at each design phase as required for coordination with other disciplines and contractor.
- Supporting structural calculations.
- Meeting(s) as required during design phases
- Construction administration including RFI responses and shop drawing review during construction.

Fee Arrangement:

1. Administration Building:	
Schematic Design	\$ 1,600.00
Design Development	\$ 2,100.00
Construction Documents	\$ 6,000.00
Construction Administration	\$ 800.00
<b>Total</b>	<b>\$10,500.00</b>
2. Rail Car Podium Structure:	<b>\$ 1,500.00</b>
3. Parking Canopy Structure :	<b>\$ 1,500.00</b>

Retainer Amount: None

Special Conditions: Special Structural Inspections shall be performed as required per the IBC. This shall be billed at standard inspection rates under a separate contract with a \$20,000.00 not to exceed amount total for the three above structures.



The attached terms and conditions form is part of this agreement. The signature below constitutes Simply Structural Inc.'s intention to provide services as stated in this agreement.

Offered by:

*David G Schott*

David G. Schott, S.E., P.E.  
For Simply Structural, Inc.

Accepted by:


Signature

Date

**Perlman Architects of Arizona, Inc.**

Printed Name

Company Name

  
**Consulting  
Structural  
Engineers**

## Terms and Conditions

Simply Structural Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

**Access to site:** Unless otherwise stated, Simply Structural Inc. will have access to the site for activities necessary for the performance of the services. Simply Structural Inc. will make precautions to minimize damage due to these activities, but has not included in the cost of restoration of any resulting damage.

**Dispute Resolution:** Any claims or disputes made during design, construction or post-construction between the Client and Simply Structural Inc. shall be submitted to non-binding mediation. Client and Simply Structural Inc. agree to include a similar mediation agreement with all contractors, subcontractors, sub consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

**Billings/Payments:** Invoices for Simply Structural Inc.'s services shall be submitted, at Simply Structural Inc.'s, option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Simply Structural Inc. may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

**Late Payments:** Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

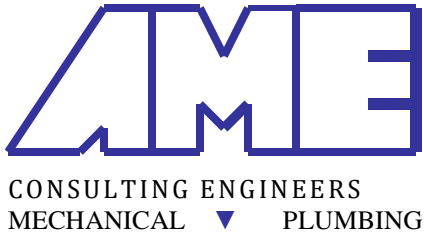
**Indemnification:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Simply Structural Inc., his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Simply Structural Inc.

**Termination of Services:** The Client, or Simply Structural Inc., may terminate this agreement should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Simply Structural Inc. for all services rendered to the date of termination and all expenses.

**Ownership of Documents:** All documents produced by Simply Structural Inc. under this agreement shall remain the property of Simply Structural Inc. and may not be used by the Client for any other endeavor without the written consent of Simply Structural Inc.

**Risk Allocation:** In recognition of the relative risks, rewards, and benefits of the project to both the Client and Simply Structural Inc., the risks have been allocated such that the client agrees that, to the fullest extent permitted by the law, Simply Structural Inc.'s total liability to the client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed ten times our fee or \$50,000 whichever is less. Such causes include, but are not limited to Simply Structural Inc.'s negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

**Construction Safety:** At a construction site, Simply Structural Inc., its employees and or sub-consultants shall not relieve the General Contractor and any other entity of their obligations, duties and responsibilities. This includes construction sequences, techniques, means and methods or procedures necessary for completing tasks in accordance with the contract documents. The General Contractor is also responsible for health and safety precautions required by any regulatory agencies. The personnel and sub-consultants of Simply Structural Inc. do not have the authority in exercising the control over any construction contractor, their employees and/or sub-consultants in connection with their work. The client shall agree that the General Contractor is solely responsible for construction safety, and this shall be made apparent in the Client's agreement with the Owner and General Contractor. The Client shall also agree that Simply Structural Inc., its employees and sub-consultants shall be included in the General Contractor's general liability insurance policy.



ASSOCIATED  
MECHANICAL  
ENGINEERS, PLC.  
1121 W. Warner Road, Suite 107  
Tempe, Arizona 85284

March 16, 2018

Ken Powers  
Perlman Architects  
4808 North 24<sup>th</sup> street, suite 100  
Phoenix, AZ 85016

RE: City of Maricopa  
Fire Department Administration Building  
Maricopa, AZ  
AME Proposal No. 18008R1

Dear Ken:

Associated Mechanical Engineers, PLC is pleased to submit this proposal to provide consulting engineering services for the project referenced above. Following is the list of services we propose to provide under the terms and conditions of this contract:

## **MECHANICAL**

- Complete, print ready, construction documents in AutoCAD format for the HVAC systems including systems and controls.
- Cooling and heating load calculations using Carrier HAP V4.9 program.
- Complete specifications in CSI format.
- Shop drawing review.
- Meetings at the Architect's office as delineated in the Compensation section.
- Deliverables as delineated in the Compensation section.
- All plan check corrections required to obtain permit.
- Construction administration including (3) three site visits, RFI's, Shop Drawing Review, Review of COR's/CO's, review of O&M Manuals.
- Record drawings.
- IECC calculations and documentation for the mechanical and plumbing systems required for the project.
- Energy model excluded.
- Associated LEED credit application are excluded.

## **PLUMBING**

- Complete, print ready, construction documents in AutoCAD format for the plumbing systems to 5 feet outside the building. This includes sanitary waste and vent, domestic hot and cold water, rainwater systems.

- Deliverables concurrent with mechanical.
- Complete specifications in CSI format.
- Meetings concurrent with mechanical.
- Construction administration concurrent with mechanical.
- Shop drawing review.
- All plan check corrections required to obtain permit.
- IECC calculations and documentation required for the project.
- Construction administration concurrent with mechanical.

## GENERAL SCOPE OF WORK

- Specifications shall be included on plans or in 8-1/2" x 11" CSI format.
- Background documents in AutoCAD format provided by Architect and/or his sub-consultants.
- Basic project scope includes: A new 10,000-12,000 sf fire department administration building (5,000 sf is warehouse). Target is LEED certified (v4.0).

## COMPENSATION

Associated Mechanical Engineers, PLC shall provide consulting engineering services for the following lump sum fee based on the assumptions above.

### **Mechanical and Plumbing Engineering (new building):**

30% Schematic Design	\$ 3,700.00
60% Design Development	\$ 3,700.00
90% Construction Documents	\$ 3,700.00
100% Construction Documents	\$ 1,230.00

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TOTAL	\$12,330.00
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CA (includes three site trips)	\$ 1,700.00
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## Contingent Additional Services

Should any of the following items be required, it will be billed as a contingent additional service.

- Additional construction observations with a written report, to determine if the work is proceeding in general conformance with the contract documents and the design concepts, shall be provided on an additional service basis for the fixed fee of \$500.00 (five hundred dollars) per trip.
- Major floor plan revisions due to Architectural city comment revisions.

The design professional (AME) shall not be held responsible for claims that arise due to lack of coordination or lack of professional interpretation of the construction documents during the construction phase including change orders arising from Contractor's failure to properly bid the project per the requirements set forth on the plans and in the specifications, revisions made to the construction documents without the involvement of AME (the design professional), or contractor's lack of field coordination. Construction observations performed by the design professional (AME) do not relieve the contractor of his or her obligations under the construction contract. Construction observations are not intended to verify contractor means and methods, or jobsite safety.

The Client recognizes that construction observations are a critical part of the execution of this design contract that may allow the design professional to quickly correct any deficiencies, errors or omissions from the contract documents or due to construction error or due to other unforeseen acts or due to other causes, at a relatively low cost. The Client agrees that if construction observations are not included in the contract the design professional shall not be held responsible monetarily, legally or professionally for any of the design professional's acts, errors or omissions, except for those acts, errors or omissions which, it could reasonably be concluded, the design professional's review services would not have prevented or mitigated.

Dispute resolution; By binding mediation according to the Rules of American Association of Arbitration, this agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona, without giving effect to any choice of conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Arizona. In the event that legal action is brought by either party against the other, the prevailing party shall be reimbursed by the other for the prevailing party's legal fees and costs in addition to whatever other judgments or settlement sums, if any may be due. Legal fees include reasonable attorney fees, costs and litigation expense.

Fee quotations are valid for 180 days from the date of this proposal.

Additional services shall be warranted and negotiated for architectural, structural or civil revisions, changes and/or new requirements requested after substantial completion. A project is considered substantially complete when less than 5% of the work remains.

March 16, 2018  
Proposal No. P18008

Payment to AME shall be within seven (7) days of receipt of payment by owner to client. Please sign and date on the line provided if these terms are acceptable. We sincerely appreciate the opportunity to propose on this project. We look forward to your acceptance of these terms and the chance to add value to this project.

Sincerely,  
ASSOCIATED MECHANICAL ENGINEERS, PLC.

A handwritten signature in blue ink, appearing to read 'GJJ', followed by a horizontal line.

George J. Josephs, P.E.  
LEED AP  
Principal

Signature: \_\_\_\_\_  
Ken Powers  
Perlman Architects

Date: \_\_\_\_\_

[www.am-engineers.com](http://www.am-engineers.com)  
Phone 480.966.3996  
Fax 480.966.3964

March 14, 2018

Mr. Gerrald Adams  
Perlman Architects  
4808 North 24th Street, Suite 100  
Phoenix, AZ 85016

RE: AKRIBIS Engineering Services Proposal  
Maricopa Fire Department Administration Building  
Adjacent to Fire Station 575  
45695 W Edison Rd  
Maricopa, AZ 85138

Gerrald:

### **Scope of Work**

This project is an approximately 10,000 to 12,000 square foot office administration building with 5,000 to 7,000 square feet of office space and a 5,000 square foot warehouse. The office area will have offices, conference rooms, kitchen, dining area, training and classroom facilities. The design scope will also include new site lighting and utility coordination. We will provide schematic documents, design development and final construction documents and construction administration. The project will be designed with green building principles and will use a CMAR contract with the construction team. Site power design components will include power for a large apparatus fire truck, covered parking with lighting, interface of power for photovoltaic system at covered parking (PV system by others) as well as electric power to gate between fleet yard and fire administration yard.

1. We will provide the following:
  - a. Electrical permit/construction documents.
  - b. Design Review lighting photometric and site lighting lumen calculations.
  - c. Book specification.
  - d. Shop drawing review.
2. The Architect/Owner is responsible for providing to us any and all data on equipment and/or appliances specified or provided by others that requires electrical support. If this information is not provided, AKRIBIS Engineering will obtain the information as an extra service.
3. We understand that the City will provide the layout and design requirements of the access, security, computer, telephone and television systems, devices and cabling. We will provide a room layouts of owner located equipment with supporting conduit/raceway runs within the building as well as between city facility buildings based on owner provided requirements.

### **Electrical**

1. Primary electrical service.
2. Secondary electrical distribution.
3. Stand-by power generator system.
4. Power systems.
5. Lighting systems:
  - a. Interior lighting systems.
  - b. Exterior building mounted lighting.
  - c. Site lighting systems and photometrics.
6. Fire alarm system - performance specification design.
7. Special Systems – locate and specify the cabling and terminations of the following systems based on the Maricopa Fire District and Information Technology department design criteria and in coordination with the team special systems vendor(s):
  - a. Computer/Telephone rough-in locations.
  - b. CCTV, A/V, Video device rough-in.
  - c. Minimal dispatch system devices at the fire chief office.



- d. Door hardware access and security systems/CCTV power interface.
- 8. The design of the following systems are understood to be by provided by other team consultants, owner's vendors or suppliers. We will show systems 120V power and low voltage junction boxes with supporting conduit/raceway runs within the building based on owner provided requirements.
  - a. Security system(s).
  - b. Access controls.
  - c. CCTV, A/V, video presentation systems.
- 9. Coordination with the civil team for indicating location of data/phone/cable dry utilities on the project site for extension to the project building.

The work included in each design phase shall include the following:

Schematic Design Phase:

- 1. Meeting – (1) project scope/design/LEED coordination meeting.
- 2. Preliminary exterior building and site lighting layout with light level calculations.

Design Development Phase:

- 1. Layout of all electrical primary and secondary power panels and equipment and the incoming service.
- 2. Layout of all emergency power equipment including equipment and panels.
- 3. One line diagram indicating power distribution system
- 4. One line diagram of the emergency power distribution system
- 5. Lighting layout, only, for each room.
- 6. Power outlets and power connections shown in each room, coordinated with the owner's program.
- 7. Special Systems device rough-in locations.
- 8. Outline specifications

Construction Document Phase:

- 1. Site power and lighting plan.
- 2. Power plans, including circuiting.
- 3. Interior and exterior building lighting plans, including circuiting and lighting control.
- 4. Final Special Systems plans.
- 5. One line power distribution system drawings.
- 6. Fault current calculations.
- 7. Schedules.
- 8. Details.
- 9. Specifications.

**Construction Administration Services**

- 1. Construction Administration site visits/inspections with findings report:
  - a. (3) three construction rough-in/installation inspections and reports
- 2. Review of Shop Drawings.
- 3. Responding to RFI's, etc. as required.
- 4. Review applicable sections of O & M

## Fee

The fees for the Professional Design Services presented above are as follows:

Schematic Design/Design Review Site Lighting and Photometrics .....	\$2,000.00
Design Documents .....	\$5,155.00
Construction Documents.....	\$6,350.00
Construction Administration.....	\$1,700.00
(3) Construction Administration – Site Visits & Reports .....	\$2,400.00

Additional site visits and associated report requested during construction will be invoiced at \$800.00 per visit/report.

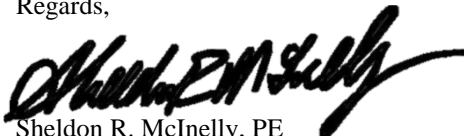
Hourly Rates	
Principal	\$135.00 / hr.
Professional Engineer	\$120.00 / hr.
Designer	\$95.00 / hr.
Drafter	\$75.00 / hr.
Clerical	\$50.00 / hr.

If this proposal meets with your approval, please sign and return one copy for our records, either by fax or email. If the Client gives the Engineer either verbal or written authorization to proceed with this work, and the Client has not returned a signed copy of this Proposal, it is understood to be approved and signed as submitted by the AKRIBIS Engineering, LLC.

The attached terms and conditions are part of this proposal. Reimbursable expenses (including, but not limited to, delivery, printing costs, travel, reproduction) will be billed at 1.15 of costs. Change of scope, defined as redesign when design is substantially complete, that is created by the Owner or architect, shall be reimbursed to us as an extra service.

The attached terms and conditions are part of this proposal.

Regards,



Sheldon R. McInelly, PE  
Principal - Electrical

.....

Signature	Printed Name	Title	Date
-----------	--------------	-------	------



35634 Behr's Circle Drive East

Warrenville, IL 60555

360.689.9324

[www.hunterdesign1.com](http://www.hunterdesign1.com)

March 19, 2018

Gerrald Adams

Perlman Architects of Arizona, Inc.

4808 North 24<sup>th</sup> Street, Suite 100

Phoenix • Arizona • 85016

RE: Maricopa Fire Administration Building

HD&C Proposal No. FP075

Hunter Design & Consulting, Inc. is pleased to submit this proposal to provide consulting engineering services for the project referenced above. The following is the list of services we propose to provide under the terms and conditions of this contract:

#### **FIRE SPRINKLER**

- Complete, print ready, construction documents in AutoCAD format for the FIRE SPRINKLER system.
- Fire sprinkler calculations using the H.A.S.S. program.
- Complete specifications in CSI format.
- Shop drawing review.
- Meetings at the Architect's office as delineated in the Compensation section.
- Deliverables as delineated in the Compensation section.
- All plan check corrections required to obtain permit.
- Construction administration including (1) one pre-design site visit, (2) two CA site visits, RFI's, Shop Drawing Review, Review of COR's/CO's, review of Material data manuals.
- Record drawings.

## **FIRE ALARM**

- Complete, print ready, construction documents in AutoCAD format for the FIRE ALARM system.
- Fire Alarm calculations for Fire-Lite FACP
- Complete specifications in CSI format.
- Shop drawing review.
- Deliverables as delineated in the Compensation section.
- All plan check corrections required to obtain permit.
- Construction administration including RFI's, Shop Drawing Review, Review of COR's/CO's, review of Material data manuals.
- Record drawings.

## **GENERAL SCOPE WORK**

- Specifications shall be included on plans or in 8-1/2" x 11" CSI format.
- Background documents in AutoCAD format provided by Architect and/or his sub-consultants.
- Basic project scope includes: Remodel of existing fire station, as per the Architectural documents.
- 

## **COMPENSATION**

Hunter Design & Consulting, Inc. shall provide the aforementioned consulting engineering services for the following lump sum fee based on the assumptions above.

### **Fire Sprinkler Engineering:**

Schematic Design/site visit	\$ 500.00
Design Development/meeting	\$ 500.00
Construction Documents/meeting	\$ 2500.00
Construction Admin (2) visits	\$ 1000.00
Bid/Negotiation	\$ 500.00
<hr/>	
TOTAL	\$ 5000.00
<hr/>	

### **Fire Alarm Engineering:**

Schematic Design	\$ 500.00
Construction Documents	\$ 2500.00
<hr/>	
TOTAL	\$ 2500.00
<hr/>	

### Contingent Additional Services

Should any of the following items be required, it will be billed as a contingent additional service.

- Additional construction observations with a written report, to determine if the work is proceeding in general conformance with the contract documents and the design concepts, shall be provided on an additional service basis for the fixed fee of \$400.00 (four hundred-dollars) per trip.
- Major floor plan revisions due to Architectural city comment revisions.

The design professional (HD&C) shall not be held responsible for claims that arise due to lack of coordination or lack of professional interpretation of the construction documents during the construction phase including change orders arising from Contractor's failure to properly bid the project per the requirements set forth on the plans and in the specifications, revisions made to the construction documents without the involvement of HD&C (the design professional), or contractor's lack of field coordination. Construction observations performed by the design professional (HD&C) do not relieve the contractor of his or her obligations under the construction contract. Construction observations are not intended to verify contractor means and methods, or jobsite safety.

The Client recognizes that construction observations are a critical part of the execution of this design contract that may allow the design professional to quickly correct any deficiencies, errors or omissions from the contract documents or due to construction error or due to other unforeseen acts or due to other causes, at a relatively low cost. The Client agrees that if construction observations are not included in the contract the design professional shall not be held responsible monetarily, legally or professionally for any of the design professional's acts, errors or omissions, except for those acts, errors or omissions which, it could reasonably be concluded, the design professional's review services would not have prevented or mitigated.

Dispute resolution; By binding mediation according to the Rules of American Association of Arbitration, this agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona, without giving effect to any choice of conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Arizona. In the event that legal action is brought by either party against the other, the prevailing party shall be reimbursed by the other for the prevailing party's legal fees and costs in addition to whatever other judgments or settlement sums, if any may be due. Legal fees include reasonable attorney fees, costs and litigation expense.

Fee quotations are valid for 180 days from the date of this proposal.

Additional services shall be warranted and negotiated for architectural, structural or civil revisions, changes and/or new requirements requested after substantial completion. A project is considered substantially complete when less than 5% of the work remains.

Payment to HD&C shall be within seven (7) days of receipt of payment by owner to client. Please sign and date on the line provided if these terms are acceptable. We sincerely appreciate the opportunity to propose on this project. We look forward to your acceptance of these terms and the chance to add value to this project.

Sincerely,  
Hunter Design & Consulting, Inc.

Gary McDaniel  
SET  
Principal

Signature: \_\_\_\_\_  
Gerrald Adams  
Perlman Architects

Date: \_\_\_\_\_



## STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of April 12, 2018 between **Perlman Architects of Arizona, Inc., 4808 North 24<sup>th</sup> Street, Suite 100, Phoenix, AZ 85016 (Client)** and **DOWL, 430 W. Warner Road, #B101, Tempe, AZ 85284 (DOWL)**. Client and DOWL agree that DOWL will perform the professional services identified in Exhibit A associated with:

Maricopa Fire Administration Building

DOWL to provide civil engineering, land surveying, and construction administration services for a new Fire/Medical Department Administration Facility encompassing approximately 10,000-12,000 sf.

Representatives: **CLIENT:** Gerrald Adams

**DOWL:** William E. Gasque, P.E.

### **SCOPE OF SERVICES:**

See EXHIBIT A - SCOPE OF SERVICES

### **COMPENSATION by CLIENT to DOWL:**

Reimbursement shall be on a **Fixed Price Lump Sum basis** with a not-to-exceed total of \$160,150 not including reimbursable expenses or submittal fees. DOWL shall invoice no more often than monthly for services performed in the previous month.

The following are hereby made a part of this AGREEMENT by attachment:

**Terms and Conditions** (3 pages)

**Exhibit A - Scope of Services**

Services covered by this Agreement will be performed in accordance with the attached Terms and Conditions and any Exhibits, Attachments, and/or Special Conditions. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

IN WITNESS WHEREOF, persons authorized to commit the resources of the Parties have executed this Agreement as follows:

**Accepted for Client:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Accepted for DOWL:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID No or SSN: 92-0166301



## DOWL STANDARD CONTRACT TERMS AND CONDITIONS

### SECTION 1 - SERVICES OF DOWL

#### A. Basic Services

DOWL shall provide Client the services as described in this Agreement within the periods stipulated herein. Services will be paid for by Client as indicated herein.

#### B. Schedule

DOWL's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time are specified in this Agreement, DOWL's obligation to render services hereunder will be for a period that may reasonably be required for the completion of said services.

#### C. Authorization to Proceed

Execution of this Agreement by Client will be authorization for DOWL to proceed with the Work as scheduled, unless otherwise provided for in this Agreement.

#### D. Delay

If in this Agreement, specific periods of time for rendering services are set forth, or specific dates by which services are to be completed, are provided, and if such periods of time or dates are changed through no fault of DOWL, the rates and amounts of compensation and time for completions provided herein shall be subject to equitable adjustment.

#### E. Changes/Additional Services

The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Client. For some projects the scope may not be fully definable during the initial stages and/or the Client may at any time during the term of this Agreement make changes within the general scope of the Agreement. If such facts discovered as the Project progresses, or changes that are requested by the Client, change the cost of, or time for, performing the services hereunder, DOWL will promptly provide Client with an amendment to this Agreement to recognize such changes.

### SECTION 2 - TERMS OF PAYMENT

#### A. Invoicing

DOWL will submit invoices to Client for services rendered and reimbursable expenses incurred each month. Invoices will be prepared in accordance with DOWL's standard invoicing practices. Such invoices will represent the value of the completed Work and will be in accordance with the terms for payment in this Agreement.

#### B. Progress Payments

Invoices are due and payable within 30 calendar days of the date of the invoice. If Client fails to pay undisputed invoices when due, the amounts due will be increased at the rate of 1.0% per month from said 30<sup>th</sup> day. In addition DOWL may at any time, without waiving any other claim against the Client, and without thereby incurring any liability to the Client, suspend or terminate performing work hereunder in accordance with Section 5.C of this Agreement. Payments will be credited first to interest and then to principal. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

### SECTION 3 - OBLIGATIONS OF CLIENT

#### A. Furnish Data

Client shall provide all criteria and full information as to Client's requirements for the Project and furnish all available information pertinent to the Project, including reports and data relative to previous designs or investigations at or adjacent to the site. Client shall provide such legal, independent cost estimating, and insurance counseling services as may be required for the Project.

#### B. Representative

Client will designate a person to act with authority on Client's behalf in respect of all aspects of the Project.

#### C. Timely Review

Client will examine DOWL's studies, reports, drawings and other project-related work products and render decisions required in a timely manner.

#### D. Prompt Notice

Client will give prompt written notice to DOWL whenever Client observes or otherwise becomes aware of hazardous environmental conditions or of any development that affects the scope or timing of DOWL's Scope of Services or any defect in the Services of DOWL or the work of any Contractor.

#### E. Site Access

Client will arrange for safe access to and make provisions for DOWL and DOWL's subconsultants to enter upon public or private property as required for DOWL to perform the Services under this Agreement.

### SECTION 4 - OBLIGATIONS OF DOWL

#### A. Independent Contractor

DOWL is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors and subconsultants. DOWL shall also be solely responsible for the means and methods for carrying out the Scope of Services and for the safety of its employees.

#### B. Performance

DOWL will perform its Services using that degree of care and skill ordinarily exercised under the same conditions by Design Professionals practicing in the same field at the same time in the same or similar locality. Professional services are not subject to, and DOWL cannot provide any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranty or guarantee contained in any purchase order, requisition or notices to proceed issued by the Client are specifically objected to.

#### C. Technical Accuracy

Client shall not be responsible for discovering deficiencies in the technical accuracy of DOWL's work. DOWL shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in the Client furnished information.

#### D. Publicity

DOWL will not disclose the nature of its Scope of Services on the Project, or engage in any publicity or public media disclosures with respect to this project without the prior written consent of Client.





#### **E. Insurance**

DOWL will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with statutory requirements, and DOWL's business requirements. Certificates evidencing such coverage will be provided to Client upon request.

#### **F. Compliance with Laws**

DOWL will use reasonable care to comply with applicable laws in effect at the time the Services are performed hereunder, which to the best of its knowledge information and belief, apply to its obligations under this Agreement.

#### **G. No responsibility for Site Safety**

Construction contractors shall be solely responsible for the supervision, directions and control of their work; means, methods, techniques, sequences and procedures of construction; safety precautions and programs and compliance with applicable laws and regulations.

#### **H. No responsibility for Contractor Performance**

DOWL shall not be responsible for the quality of any Contractor's work, or for any Contractor's failure to furnish or perform its work in accordance with the contract documents.

#### **I. Equal Opportunity Employment**

DOWL is committed to the principles of equal opportunity and affirmative action in employment and procurement. DOWL does not discriminate against applicants, employees, or suppliers on the basis of factors protected by federal or applicable state laws.

### **SECTION 5 - GENERAL CONSIDERATIONS**

#### **A. Reuse of Documents**

1. All documents are instruments of service in respect to this Project, and DOWL shall retain an ownership and property interest therein (including the right of reuse at the discretion of DOWL) whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification of DOWL will be at Client's sole risk. Client shall indemnify and hold harmless DOWL and DOWL's Consultants from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting therefore.
2. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by DOWL. Files in electronic media format are furnished for convenience.
3. Because data stored in electronic media format can deteriorate or be modified, inadvertently or otherwise, without authorization of DOWL, the party receiving the electronic files agrees to perform acceptance tests or procedures within 60 days, after which the receiving party shall have deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by DOWL. DOWL will not be responsible to maintain documents stored in electronic media format after acceptance by Client.

4. DOWL makes no representations as to long term compatibility, usability, or readability of documents resulting from use of software application packages, operating system, or computer hardware differing from those used by DOWL at the beginning of this Project.

#### **B. Indemnification**

1. DOWL agrees to indemnify and hold harmless Client from and against any liability, damages and costs, (including reimbursement of reasonable attorney's fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, during the performance of professional services under this Agreement, to the extent caused by the negligent acts, errors, and omissions of DOWL or anyone for whom DOWL is legally responsible. DOWL's defense obligations under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of the engineer's actual liability obligation hereunder.
2. Client agrees to indemnify and hold harmless DOWL from any liability, damages and costs, (including reasonable attorney's fees and costs of defense) to the extent caused by the negligent acts, errors, and omissions of the Client, Clients contractors, consultants, and anyone for whom Client is legally responsible.
3. DOWL's total liability to Client and anyone claiming by, through or under Client for any claim, cost, loss or damage caused in part by the negligence of DOWL and in part by Client or any other negligent entity or individual, including any potential defense obligations shall not exceed the percentage share that DOWL's actual negligence bears to the total of all other negligent entities and individuals

#### **C. Termination / Suspension**

1. Client may terminate this Agreement for convenience. In such event, DOWL will be entitled to compensation for Services performed up to the date of termination, including profit related thereto, plus any expenses of termination.
2. The obligation to provide further Services under this Agreement may be suspended by either party upon 7 days written notice or terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof (including Client's obligation to make payments required hereunder) through no fault of the suspending or terminating party, and defaulting party does not commence correction of such nonperformance within five (5) days of written notice and diligently completes the correction thereafter.

#### **D. Consequential Damages / Limitation of Liability**

To the fullest extent permitted by law, DOWL and Client waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and agree that DOWL'S total liability to Client under this Agreement shall be limited to **\$250,000**.



**E. Limits of Agreement**

This instrument contains the entire Agreement between the parties, and no statement, promise or inducements made by either party that are not contained in this written Agreement shall be valid or binding. This Agreement upon execution by both parties hereto, can only be amended by written instrument signed by both parties.

**F. Severability and Survival**

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity of unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

**G. Waiver**

No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

**H. Choice of Law and Venue**

The parties agree that any action at law or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Arizona, and it is mutually agreed that this Agreement shall be governed by the laws of the State of Arizona, both as to interpretation and performance.

**I. Material Adverse Effect**

This Agreement may be amended if an event, change or effect creates a material adverse effect upon the operation of DOWL. Such material adverse effect may be created by, or be the effects of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war (whether declared or not declared), terrorist activities, labor dispute,

strike, lockout or interruption or failure of electricity or telephone service which materially impairs DOWL's ability to operate business in accordance with the provisions of this Agreement

**J. No Third Party Beneficiaries**

Nothing contained in this Agreement nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

**K. Successor, Assigns, and Beneficiaries**

Neither Client nor DOWL may assign, sublet, or transfer any rights under or interest (including but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except as mandated or restricted by law. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

**L. Statutes of Limitation**

To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

**M. Authority**

The person signing this Agreement warrants that they have the authority to sign as, or on behalf of, the party for whom they are signing.



## Exhibit A to Standard Agreement for Professional Services

### Scope of Services

---

This scope and fee Based upon our understanding of the scope of this project and the assumptions listed below, we propose to perform these services:

- **Pre-Design Services.** DOWL will perform the following pre-design services.
  - **Topographic/ALTA Survey.** A topographic field survey will be performed using a combination of conventional and GPS survey techniques to obtain necessary ground information and supplemental mapping detail that will be incorporated into mapping base drawing. All apparent aboveground utilities will be located and shown, as well as all existing improvements. Underground utilities will be shown if they are bluestaked prior to the survey. Finished floor elevations will be shown for all buildings. At minimum, two temporary survey monuments will be located or established on project site to provide horizontal and vertical control to support future construction effort. A base map will be prepared (in AutoCAD format) to 1-inch equals 20-feet or other appropriate scale suitable for design and presentation, or as suggested and acceptable by the architect. This drawing will be the base map to reflect existing conditions in all subsequent design efforts. One-foot contour intervals will be shown, as well as actual surface elevations on key features. A title report will be obtained for the property to list all of the encumbrances on the ALTA survey.
  - **Redraw site to check geometry.** The architectural site conceptual plan will be redrawn to check geometry and ensure features are spatially accurate.
  - **Site visit and photo-documentation.** DOWL's engineers will visit the site and photo-document the existing conditions.
  - **Pre-Application Meeting with City.** DOWL's engineer will attend a meeting with the City to discuss floodplain and drainage issues to determine the exact permitting requirement for this unique site.
- **Schematic Design.** DOWL will work with Perlman Architects to develop the schematic site plan. We will prepare a schematic grading and utility plan.
- **Design Development Phase.** DOWL will initiate engineering for the project site and prepare plans to a 60% CD level. Deliverables and tasks for this phase will include:
  - **Site Paving Plan.** Site Paving Plan will be prepared at a scale of 1"=20' showing the various types of paving and locations of the site improvements.
  - **Grading and Drainage Plans.** Grading Plans will be prepared at a scale of 1"=20' showing site grading including drainage arrows indicating surface flow direction and some spot elevations.
  - **Utility Plans.** Utility Plans will be prepared at a scale of 1"=20' showing utility extension routings and labeling. Wet utilities to be shown include sanitary sewer, water main, and storm drain. Dry utilities to be shown include natural gas, electric, and communications. Limited labeling will be shown.
  - **Conflict Reviews.** DOWL will send copies of the site, grading, and utility plans to the affected utility companies to perform a conflict review.
  - **Fire Hydrant Flow Test.** During this phase, DOWL needs to get copies of the fire flow test performed by the fire protection engineer.
- **Construction Documents Phase.** DOWL will prepare Construction Documents as noted below. This scope includes revising the plans one time after the Client and all reviewing agencies review and comment on the plans. Deliverables and tasks for this phase will include:



- **Cover Sheet.** A Cover Sheet will be prepared.
- **General Notes.** A General Notes sheet will be prepared to include standard notes provided by the Owner and notes relevant to the surrounding area.
- **Horizontal Control Plan.** A Horizontal Control Plan will be prepared at a scale of 1"=20' showing the dimensions and locations of the proposed work to facilitate construction of the site work. Coordinates and line and curve tables will be used to reference the alignments.
- **Site Paving Plan.** Site Paving Plan will be prepared at a scale of 1"=20' showing the various types and locations of paving and other site improvements.
- **Grading and Drainage Plan.** Grading Plan will be prepared showing site grading including spot elevations of the hardscape improvements and drainage arrows indicating surface flow direction.
- **Utility Plan.** Utility Plan will be prepared at a scale of 1"=20' showing utility service routings and labeling. Utilities to be shown include sanitary sewer and water. The design of dry utilities will be performed by others, but DOWL will coordinate with the dry utility companies and the project team to show the utilities on the site plans.
- **Storm Water Management Plan.** The Storm Water Management Plan (SWMP) will be prepared showing the best management practices for controlling soil erosion and sediment transport for the construction of the site. The SWMP is an integral part of the Storm Water Pollution Prevention Plan (SWPPP). As such, it is intended that the SWMP will be incorporated into the SWPPP by the party responsible for the SWPPP, usually the Contractor.
- **Detail Sheets.** Detail Sheets will be prepared showing any details necessary to construct the civil site improvements that are not Maricopa Association of Governments (MAG) Standards.
- **Drainage Report.** DOWL will prepare the Drainage Report in accordance with City of Maricopa and Pinal County Flood Control standards and requirements. The Drainage Report will analyze existing and proposed conditions, discuss the requirements for storm water storage volume due to construction of the development, and address alternatives for storm water conveyance and disposal generated on the project site. The Drainage Report will discuss the fact that a floodplain encompasses the site. The floodplain is classified as Zone AO and an elevation has not been calculated. Our scope and fee does not include floodplain modeling to determine the 500-year flood elevation, which is required for this building to be considered a critical facility.
- **Easements.** DOWL's surveyors will prepare easement documentation consisting of a legal description and exhibit suitable for recordation for the transformer and electric service. The fee shown includes preparation of one set of easement documents. Documents for additional easements would be charged at \$650 each.
- **Zephyr Relocation.** DOWL will coordinate with the project team and the City on the relocation of the Zephyr. DOWL will prepare site, grading, and utility plans as required for the relocation of the Zephyr Railroad Car and construction of a podium/ramp and appurtenant features.
- **Engineering Services during Construction.** DOWL will perform construction administration for the construction of the site as noted below.
  - **Office Support.** Office support includes responding to Requests for Information (RFI) and reviewing Contractor submittals and shop drawings.
  - **Site Visits.** DOWL assumes that no more than three (3) site visits will be required during construction. Design changes initiated by the Owner or Contractor are not included.
  - **Punch List Preparation.** DOWL will inspect the site and prepare the punch list.



- **Record Drawings.** At the conclusion of the project, we will prepare a record set of site work drawings based on the Contractor's red lines, our inspection observations, and any other information made available to us.
- **Floodplain Analysis and Hydraulic Modeling.** DOWL will perform a floodplain analysis of the existing conditions and perform the following tasks as noted below.
  - **Obtain existing models.** DOWL will coordinate with FEMA and obtain an electronic copy of the existing hydrologic and hydraulic model. DOWL will also coordinate with the City of Maricopa to obtain a copy of the existing model prepared by EPS Group for the design and construction of Edison Road.
  - **Attend joint meeting with City and County.** After review of the existing models, DOWL will attend a joint meeting with the City of Maricopa and Pinal County Flood Control on the approach for the project in order to reach a consensus on how the site will be analyzed, what revisions need to be done to the hydrologic and hydraulic models, and what the deliverables will be.
  - **Revise and recalibrate existing model.** DOWL anticipates revising and recalibrating the existing model for the detailed existing site conditions and newly constructed features in the area.
  - **Revise model for proposed conditions.** DOWL will revise the model by incorporating the proposed conditions according to the proposed grading and drainage plan.
  - **Prepare Floodplain Analysis.** DOWL will prepare a Floodplain Analysis outlining the modeling and analysis and make recommendations on the results of the analysis. Exhibits will be prepared showing the anticipated floodplain limits on the property.
  - **Submit to Pinal County Flood Control.** DOWL will submit the Floodplain Analysis and all supporting data to Pinal County Flood Control. One set of revisions has been included in the scope of work. Once Pinal County Flood Control approves the submittal, the LOMR submittal can be sent to FEMA for review and approval.
- **LOMR Revision and Resubmittal Allowance.** Revisions to the LOMR and resubmittal to FEMA have not been included in the scope of services. We have included an allowance of \$40,000 for that effort. This allowance would only be used if FEMA requires revisions after Pinal County has issued approval.
- **Reimbursable Floodplain Submittal Fees.** DOWL will submit the fees for the Pinal County Floodplain Use Permit Review and FEMA submittal for the floodplain analysis and LOMR with no mark-up. Per discussions with the City, we will invoice the fees in advance of sending to the Agencies.
- **Reimbursable Expenses.** Reasonable out-of-pocket expenses incurred by DOWL in the provisions of services under this agreement will be billed to the Client on the basis of actual cost, with no markup for overhead and handling. Reimbursable expenses include, but are not limited to, items such as document reproduction and certain supplies specifically required for the work. Subconsultant fees will be billed to the Client on the basis of cost with no markup.

## ASSUMPTIONS

This scope of work is based on the following assumptions and qualifications. If further investigation into the project discloses conditions other than those assumed, we will advise you and assist in making appropriate adjustments to the scope of work and budget:

- Construction staking is not included in the scope of services.
- The Owner will make provisions for legal entry and access onto the site for DOWL personnel.
- A geotechnical report will be furnished by the Architect. We will rely on the recommendations contained therein.
- The existing sanitary sewer will have adequate capacity to serve the project.
- Wastewater or storm water pumping stations are not required.



- Proposed water treatment facilities, water storage tanks, and water booster pump stations are not included in the scope of work. The new water facilities will have adequate flow and pressure to serve the project.
- Natural gas, electric, and telecommunications services will be designed by others and coordinated by DOWL with the respective utility companies and the project team. Off-site utility extension plans are not included in the scope of services.
- Site lighting will be designed by others. DOWL will work with the electrical engineer and lighting vendor to show the site lighting locations on the plans.
- Reproduction and binding of bid documents will be done by others. DOWL will provide pdf copies to the Client for reproduction.
- Design and preparation of plans for off-site roadway improvements are not included in the scope of services. The off-site drive to the public works facility is included in the scope of work.
- Preparation of a Traffic Impact Analysis is not included in the scope of work.
- Design of retaining walls is not included in the scope of work.
- Submittal Fees for Pinal County Floodplain Use Permit and FEMA have been estimated at \$8,000 each.



## **FEE BREAKDOWN SUMMARY**

The below fee breakdown summarizes the various phases and tasks that make up the proposed fee. For more detailed information, refer to the Detailed Scope of Work.

<b>PRE-DESIGN SERVICES</b>	<b>\$12,700</b>
<b>SCHEMATIC DESIGN PHASE</b>	<b>\$3,200</b>
<b>DESIGN DEVELOPMENT PHASE</b>	<b>\$5,000</b>
<b>CONSTRUCTION DOCUMENTS PHASE</b>	<b>\$9,000</b>
<b>DRAINAGE REPORT</b>	<b>\$5,600</b>
<b>EASEMENT PREPARATION</b>	<b>\$650</b>
<b>ZEPHYR RELOCATION</b>	<b>\$3,500</b>
<b>CONSTRUCTION ADMINISTRATION SERVICES PHASE</b>	<b>\$6,000</b>
<b>FLOODPLAIN ANALYSIS AND HYDRAULIC MODELING</b>	<b>\$74,500</b>
<b>LOMR REVISION AND RESUBMITTAL ALLOWANCE</b>	<b>\$40,000</b>
<b><u>SUB-TOTAL</u></b>	<b><u>\$160,150</u></b>
<b>REIMBURSABLE FLOODPLAIN SUBMITTAL FEES</b>	<b>\$16,000</b>
<b>REIMBURSABLE EXPENSES</b>	<b>\$600</b>
<b><u>GRAND TOTAL (INCLUDING REIMBURSABLES)</u></b>	<b><u>\$176,750</u></b>





L O G A N S I M P S O N

March 16, 2018  
REVISED: 04/06/2018

Gerrald Adams, LEED AP  
Commercial Director  
Perlman Architects of Arizona, Inc.  
4808 North 24th Street, Suite 100  
Phoenix, Arizona 85016

**Re: City of Maricopa Fire Administration Building**  
Proposal for Landscape Architectural Design Services

Dear Gerrald:

I have revised the original scope and fee based on our conversation today. I have removed all LEED Accreditation tasks within our scope.

Thank you for asking us to be a part of your team. We are pleased to submit our scope and fee proposal for the Maricopa Fire Administration Building located south of Fire Station No 575 on Garvey Avenue in Maricopa, Arizona. Our general understanding of the scope is that Logan Simpson will provide landscape architectural services (hardscape aesthetics, landscape, and irrigation) from the schematic design phase through the final 100% City of Maricopa permit submittal.

We have enclosed the following requested information:

1. Exhibit 'A' - Scope and Fee Proposal
2. Exhibit 'B' - Proposed Fee Breakdown by Personnel and Tasks

We propose to complete the tasks outlined in the scope for a lump sum fee which includes both labor and general expenses. Once the project agreement is executed between Perlman Architects (PA) and the City of Maricopa, this proposal shall become part of the agreement between Logan Simpson and PA. Logan Simpson services will be billed monthly, based on a percentage of completion of each task. Please contact me if you wish to discuss this proposal or require any additional information.

Respectfully,

Jerry Moar, LEED AP BD+C  
Director of Landscape Architecture



**CITY OF MARICOPA FIRE ADMINISTRATION BUILDING  
SCOPE AND FEE - LANDSCAPE ARCHITECTURAL DESIGN SERVICES**

**EXHIBIT 'A'**

**PROJECT DESCRIPTION**

The City of Maricopa is developing a new Fire Department Administration Facility (the project) located on the south of Fire Station No 575 on Garvey Avenue in Maricopa, Arizona. The project site is part of an overall Municipal Campus where the project will share security and access from both the existing Fire Station and the Public Works Facility. On-site improvements associated with the project include staff and visitor parking, landscape, and retention areas. The City's historic Zephyr rail cars will be relocated on the project to be part of a Memorial Plaza. The project site is approximately 2.5 acre and will require off-site utility extensions on the east side of the project along the extension of the access drive (Edison Road to Garvey Road).

The project delivery method will be Contractor Management at Risk (CMAR). The overall construction budget is unknown at this time.

The owner of the project is the City of Maricopa (City.) Logan Simpson will be contracted with the prime design consultant, Perlman Architects (PA). PA will be responsible for continuously providing Logan Simpson with updates to base information and services; including architectural illustrations and plans, updated engineering plans showing proposed street and parking areas, vertical and horizontal controls for site elements, structures, on- and off-site utilities, site lighting, and any other engineering data (i.e. topographic and Alta survey, flood plains, geotechnical report, fire flow testing, etc.). PA and/or other design team members will be responsible for any permit fees and submittals to the City. All drawings will be developed in AutoCAD 2015.

**SCOPE OF SERVICES BY TASKS AND PROJECT DOCUMENTATION**

Logan Simpson will be responsible for the landscape architectural design (hardscape aesthetics, landscape, and irrigation) from the schematic design phase through the final 100% City Permit submittal. Logan Simpson will prepare plans in accordance with the most current version of the City of Maricopa Engineering Procedures Manual, MAG Standard Specifications and Details, the Arizona Utility Coordinating Committee Public Improvement Project Guide, and other standards such as the AASHTO, CPTED and ADA Accessibility.

***Progress/Coordination Meetings (2)*** - Logan Simpson will participate in project coordination meetings to review the status of the project, collaborate on the design, coordinate with other project disciplines, and discuss project action items and schedule. It is anticipated that there will be two (2) total meetings throughout the design of the project and that all meetings will be held at PA's office in Phoenix.

***City Review Meetings (2)*** - Logan Simpson will participate in the City of Maricopa Design Review Commission Meeting and be prepared to answer questions related to the items of work we are responsible for designing. It is anticipated that one (1) permit comment resolution meeting will be a City' Planning office in Maricopa.

***Project Due Diligence and Site Visits*** - Logan Simpson will review both the Fire Department and the City's requirements and standards applicable to the project. Logan Simpson will visit the existing site(s) to evaluate the existing conditions, understand site opportunities and constraints, and get an overall contextual sense of the surrounding design. Additionally, Logan Simpson will conduct the inventory and assessment of existing trees for the required City's site plan application (see landscape design and construction document task below).

***Project Stakeholder/User Group Meetings (1)*** - Logan Simpson will participate in one (1) Project Stakeholder/User Group Meeting and prepare illustrative graphics to showcase the preliminary site design. The illustrative graphics will include plan renderings of the hardscape/landscape plan and material boards displaying the proposed hardscape materials and plant palette.

***Landscape Design and Construction Documents*** - The overall landscape approach will be to develop an attractive environment with plant material that is contextual to the surrounding environment, aesthetically pleasing, seasonally colorful, and sustainable in a low desert environment. All plant material will be designed to be visibility clear of vehicular entry/exits. Denser planting areas will be located to screen service and parking areas from the street. The landscape design will include the off-site improvements within the right-of-way and connecting drives. The landscape plan will identify the final locations of inert groundcover and vegetation, including the location of contractor-supplied plant materials. The plan will also include a complete plant key, materials schedule, and quantities. Logan Simpson will provide installation details for all landscape components.

***Irrigation Design and Construction Documents*** - Based on the Project Due Diligence tasks, Logan Simpson will develop an irrigation design that meets the project's water management goals for the project. It is anticipated that the new improvements will require a new system and will be connected to a new potable source along Access Road on the east side of the project. The irrigation design will respond to the landscape improvements described above and possible demands of the future phases of the project. The irrigation plans will identify all necessary piping and equipment required for a fully functioning drip and spray irrigation system. In addition, the irrigation plans will identify all necessary electrical wiring details and diagrams for the system to operate. The irrigation system (water meter, backflow device, valves, etc.) will be sized and the irrigation piping will be broken down by schedule and size. Logan Simpson will provide installation details for all irrigation components beyond the water meter. The new power source power source/controller will be coordinated with the electrical engineer, who will be responsible for providing a J-Box (minimum) on his/her plans at the requested locations.

***Preliminary Construction Estimate, Technical Specifications, and Quality Control Review*** - At each design submittal (SD, DD, and CDs) Logan Simpson will prepare a preliminary estimate of probable cost of construction for the hardscape, landscape, and irrigation. The components will be itemized and quantified with unit prices. Logan Simpson will prepare specifications for all hardscape, landscape, and irrigation components shown on their plans. The specifications will be provided in MS Word, using the design team's CSI standard format. Also at each submittal phase, Logan Simpson will complete the project's quality control review and document all internal comments from the Principal and Project Manager.

### **SCOPE OF DESIGN SERVICES BY PHASES**

Logan Simpson will participate in all phases of the design and provide submittals in line with the percentage of completion anticipated for each phase. At each stage of design, Logan Simpson will submit documents electronically (PDFs) to PA for issuance to the design team, CMAR, City permit reviews. Logan Simpson will incorporate and address all received review comments accordingly.

#### **Tasks 1.0 Schematic Design Phase - SD (30% submittal – City's Preliminary Site/Landscape Plan)**

- Participate in Progress/Coordination Meetings (1)
- Participate in City's Pre-Application Review Meeting (1)
- Project Due Diligence – review project programming requirements
- Complete Site Visits – document existing site conditions and site context
- Prepare SD Landscape Plan (Per City Site Plan Approval)
- Provide Project Quality Control Review on Documents

#### **Tasks 2.0 Design Development - DD (60% Submittal)**

- Prepare Illustrative Plan Graphic and Participate in Community Outreach Meeting (1)
- Prepare DD Hardscape/Landscape (per City's/Community's Preliminary Site/Landscape Plan Comments)
- Update Technical Specifications and Preliminary Cost Estimate
- Provide Project Quality Control Review on Documents

**Tasks 3.0(a) Construction Document - CD (90% submittal with City's Site Plan Approval)**

- Participate in Project Coordination Meeting (1)
- Prepare Landscape and Irrigation Plan (plans shall comply with City Permit Plan Approval)
- Update Technical Specifications and Preliminary Cost Estimate
- Provide Project Quality Control Review on Documents

**Tasks 3.0(b) Construction Document - CD (Sealed 100% GMP submittal and City Permit Submittal)**

- Participate in City Permit Meeting to review comments (1)
- Respond to 90% CD Review Comments
- Finalize 100% Landscape and Irrigation Plan (plans shall comply with City Permit)
- Finalize Technical Specifications and Preliminary Cost Estimate
- Provide Project Quality Control Review on Final Documents

**TASK 4.0 ZEPHYR RAILCAR HARDSCAPE DESIGN**

**Hardscape Design** - Logan Simpson will assist PA in preparing the Zephyr rail car Memorial plaza. The hardscape Design will review the current site plan and provide input on overall site sustainability and low impact design (LID) techniques that may be incorporated into the project, as well as overall theming/aesthetics. Logan Simpson will propose standard hardscape paving (color, texture, and materials), and site furnishings (i.e. benches, flag pole, trash receptacles, etc.) layout and schedule. It is anticipated that the final design layout and construction details for all the hardscape improvements will be completed by PA and/or other design team members.

**TASK 5.0 POST DESIGN – LIMITED CONSTRUCTION OBSERVATION**

**In-office Services during Construction:** Logan Simpson will review and approve landscape and irrigation submittals from the Contractor. Logan Simpson will also respond to RFI's regarding hardscape, landscape and irrigation issues. This information will be returned to PA for inclusion in project record documents and distribution to General Contractor.

**Periodic Site Visits during Landscape Construction (2):** During Construction, Logan Simpson will complete two (2) site visits to review the installation of the landscape and irrigation. The site visits will be coordinated with the General Contractor and the landscape contractor during the Pre-Construction Meeting.

**Substantial Completion Walkthrough** - At the end of landscape construction, Logan Simpson will coordinate with the contractor to schedule a substantial completion walkthrough of the landscape and irrigation. During this walkthrough a punch list will be created, if needed, of items that need to be corrected.

**Final Completion Walkthrough** - After completion of substantial punch list items (usually 90 days), Logan Simpson will coordinate with the contractor to schedule a final completion walkthrough of the landscape, and irrigation. Logan Simpson will verify if items from the Substantial Completion Walkthrough have been corrected and add any additional corrections to the final punch list.

**PROPOSED FEE:**

Logan Simpson proposes to complete the work described above for a lumps sum fee of **\$18,920.00**. Direct reimbursable expenses (printing and mileage) are part of the fee. See Exhibit 'A' for personal with hourly rates.

**ADDITIONAL SERVICES**

Logan Simpson will provide project-related services in addition to those identified above if requested in writing by PA. Such services shall be considered additional services. Logan Simpson's fees for additional services shall be based on an amendment to this agreement and/or on the firm's standard hourly rates.

**ASSUMPTIONS:**

Specifically excluded from Logan Simpson scope of services are any professional design services required by statute or regulation to be performed by other professionals such as architect, civil, electrical, structural or geotechnical engineer (e.g. buildings, earthwork, piped drainage systems, etc.). Also excluded is the generation of any special studies, reports, calculations, or documents, and other items as listed below:

- Erosion and Storm Water Prevention Pollution Plans
- Rainwater of Building Greywater Capture System for irrigation system
- Native Plant Inventory
- Neighborhood Open Space programming (i.e. recreation, tot lot, trails)
- AM Track Station Improvements
- Garvey Avenue Improvements
- Historic Preservation Services
- Monument, Wayfiniding, or Educational Signage
- Shade Structure
- Post Design Services (Preparation of As-Built, Review of O&M Manual)
- LEED Accreditation



L O G A N S I M P S O N

**City of Maricopa Fire Administration Building**

Request for Proposal - Landscape Architectural Services

Fee Breakdown

REVISE 4/6/2018

**EXHIBIT 'B'**

TASK	DESCRIPTION	Logan Simpson	Logan Simpson	Logan Simpson	Logan Simpson	TOTAL HOURS	TOTAL LABOR COST
		Project Principal/LA	Sr. Project Manager	Designer Designer II	Irrigation Designer III		
<b>1.0</b>	<b>DESIGN - Schematic Design Phase - SD (30% -City's Preliminary Site/Landscape Plan Submittal)</b>						<b>\$4,140</b>
	Participate in Progress/Coordination Meetings (1)		2			2	\$264
	Participate in City's Pre-Application Review Meeting (1)		3			3	\$396
	Project Due Diligence – review project programming requirements		2	2		4	\$432
	Complete Site Visits – document existing project site		3	3		6	\$648
	Prepare SD Landscape Plan		6	16		22	\$2,136
	Provide Project Quality Control Review on Internal Documents prior to Submittal		2			2	\$264
<b>2.0</b>	<b>DESIGN - Design Development - DD (60% Submittal)</b>						<b>\$3,240</b>
	Prepare Illustrative Graphics and Participate in Project Stakeholder/User Group Meeting (1)		4	6		10	\$1,032
	Prepare Hardscape/Landscape Design (per City's/Community Preliminary Site/Landscape Submittal		2	20		22	\$1,944
	Provide Project Quality Control Review on Internal Documents prior to Submittal		2			2	\$264
<b>3.0A</b>	<b>DESIGN - Construction Documents - CD (90% Submittal with City's Site Plan Approval)</b>						<b>\$3,840</b>
	Participate in Progress/Coordination Meetings (1)		2			2	\$264
	Prepare 90% Landscape Construction Documents including Technical Specs and Cost Estimate		4	16		20	\$1,872
	Prepare 90% Irrigation Construction Documents including Technical Specs and Cost Estimate			2	10	12	\$1,188
	Provide Project Quality Control Review on Internal Documents prior to Submittal	1	2			3	\$516
<b>3.0B</b>	<b>DESIGN - Construction Documents (100% GMP Submittal and City Permit Submittal)</b>						<b>\$1,620</b>
	Participate in City Comment Resolution Meeting (1)		2			2	\$264
	Prepare 100% Construction Documents including Technical Specs and Cost Estimate		2	6	2	10	\$972
	Provide Project Quality Control Review on Internal Documents prior to Submittal	1	1			2	\$384
<b>4.0</b>	<b>DESIGN - Zephyr Railcar Hardscape Design</b>						<b>\$1,200</b>
	Hardscape Design		4	8		12	\$1,200
<b>5.0</b>	<b>POST DESIGN - Limited Construction Observation Services</b>						<b>\$4,230</b>
	In-house Services during Construction		2	2	1	5	\$534
	Periodic Site Visits during Landscape Construction (2)		12			12	\$1,584
	Substantial Completion Walkthrough		8			8	\$1,056
	Final Completion Walkthrough		8			8	\$1,056
	<b>ESTIMATED HOURS</b>	2	73	81	13	169	
	<b>DIRECT HOURLY RATE</b>	<b>\$252.00</b>	<b>\$132.00</b>	<b>\$84.00</b>	<b>\$102.00</b>		
	<b>LABOR COST</b>	<b>\$505.00</b>	<b>\$9,637.00</b>	<b>\$6,804.00</b>	<b>\$1,326.00</b>		

<b>DIRECT LABOR COST</b>	<b>\$18,270</b>
Printing	\$ 120
Mileage	\$ 530
<b>DIRECT EXPENSE COST</b>	<b>\$ 650</b>
<b>TOTAL FEE</b>	<b>\$ 18,920</b>

Revised: April 6, 2018

Mr. Gerrald Adams, Architect  
Perlman Architects of Arizona, Inc.  
4808 North 24th Street, Suite 100  
Phoenix, AZ 85016

**RE: Proposal for Geotechnical Investigation  
Maricopa Fire Dept. Administration Building  
NWC Garvey Avenue & Estrella Parkway  
Maricopa, AZ  
Proposal No. 64290 S**

Mr. Adams:

Speedie & Associates (S&A) are pleased to provide our cost estimate to conduct a soil investigation at the above referenced site that will satisfy site development and foundation design requirements. All work on this project will be carried out under the overall supervision of a registered Professional Engineer in the state of Arizona.

We understand that construction will consist of a 10,000-12,000 square foot office/warehouse building on a vacant lot south of the existing Fire Station and new foundation for the Zephyr Rail Car relocation. The building will be one or two stories with slab on grade and masonry or steel frame construction. Structural loads are expected to be light to moderate and no special considerations regarding settlement tolerances are known at this time. Adjacent areas will be landscaped or paved to support moderate passenger and truck traffic. Landscaped areas will be utilized for storm water retention and disposal.

**Geotechnical Investigation-** We will drill and sample sufficient test borings to adequately determine subsoil conditions and provide samples for laboratory testing. Sufficient laboratory tests will be conducted to properly classify the soils encountered and provide data for engineering design. We presently anticipate drilling three to four (3 to 4) structural borings to depths of 10 to 20 feet below existing ground surface or refusal, whichever comes first. Access to the site by conventional truck-mounted drilling equipment is assumed to be free and unencumbered.

**Percolation Tests-**An add-alternate fee is included to excavate and conduct shallow percolation tests meeting the City of Maricopa requirements. They now require dual ring percolation tests per ASTM D3385 be conducted, same as Maricopa County. This method requires a backhoe to excavate test pits, install larger ring devices and all day test procedures. Due to these requirements, only two tests at a time can be conducted by one person. Tests will be conducted at the proposed depth of the retention basin.

We will analyze the data obtained from field and laboratory testing and prepare a report presenting all data obtained, together with our conclusions and recommendations regarding:

1. Design data, allowable bearing pressure and depth, for shallow spread footings.
2. Alternate foundation systems and design data, if indicated by soil conditions.
3. Settlement estimate for each foundation system considered.
4. Lateral pressures on temporary and permanent retaining and foundation walls.

5. Seismic Site Classification based on borings and published ground motion data.
6. Groundwater conditions, if any, to the depths which will influence design and/or construction of the proposed development.
7. Swell potential of in-situ and compacted soils and recommendations for control if highly expansive.
8. Pavement design to provide economy and adequate service.
9. Suitability of site soils for use as compacted fill and preferred earthwork methods, including clearing, stripping, excavation and construction of engineered fill.
10. Corrosion potential of subsoils.
11. Add-alternate: City of Maricopa percolation tests.

We propose to provide the design services set forth herein for the following lump sum amount, which includes all testing, engineering, reimbursable expenses, one hard copy of the report and an electronic PDF format file emailed upon completion. Should we be informed that additional hard copies of the report are needed after it has been finalized, there will be an additional charge of \$25.00 per report.

Description	Fee	
Geotechnical Investigation & Report	\$ 2,900.00	Accept <input type="checkbox"/> Decline <input type="checkbox"/>
Add-Alternate: Percolation Tests	\$ 1,400.00 First Test <sup>1</sup> \$ 600.00 Additional Tests <sup>2</sup>	Accept <input type="checkbox"/> # ____ Decline <input type="checkbox"/>
Notes: <sup>1</sup> The first test incorporates the cost of the backhoe service. <sup>2</sup> Conducted on the same mobilization as the initial percolation test.		

We have the staff available to begin work immediately upon notice to proceed. Once we finalize the boring location plan, about 5 working days are required to mark, obtain utility clearances and begin auger borings. Fieldwork for borings will take 1 day (weather/access permitting). Lab testing will require about one week. The complete report will be issued within five days of lab testing completion. As always, we stand ready to make reasonable adjustments to this schedule to meet our clients' needs.

We appreciate the opportunity to submit this proposal for your consideration. If the terms set forth are satisfactory, please sign a copy and return it for our records, or attach this scope of work to your standard agreement for professional engineering services.

Respectfully submitted,  
SPEEDIE & ASSOCIATES, INC.



Kenneth M. Eugene II  
Project Coordinator

APPROVED AND ACCEPTED  
For: Perlman Architects of Arizona, Inc.

By: \_\_\_\_\_

(Printed Name & Position)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



**ENGINEERING SERVICES**  
**2016 Fee and Rate Schedule**

*Fees for services will be based upon the time worked on the project at the following rates:*

<b>Title</b>	<b>Rate Per Hour</b>
Principal	\$ 130.00
Project Manager	100.00
Sr. Geologist/Engineer	100.00
Project Engineer/Geologist	90.00
Environmental Specialist	85.00
Architectural Special Inspector	85.00
Structural Special Inspector	75.00
Staff Engineer/Geologist	70.00
Sr. Engineering Technician	55.00
Draftsman	50.00
Materials Testing Technician	45.00
Clerical/Administrative	40.00

**REIMBURSABLE EXPENSES**

Light Truck Mileage Rate: \$0.50 per mile

The following items are reimbursable to the extent of actual expenses plus 10%:

1. Transportation, lodging and subsistence for out of town travel
2. Special mailings and shipping charges
3. Special materials and equipment unique to the project
4. Duplication or reprinting/copying reports

**TEST BORINGS AND FIELD INVESTIGATIONS**

On projects requiring test borings, test pits, or other explorations, the services of reputable contractors to perform such work shall be obtained.

**SUBCONTRACTORS/SUBCONSULTANTS CHARGES**

Any charges for subcontractors/subconsultants are subject to a 15% handling fee if invoiced by Speedie & Associates or such charges can be directly paid by the CLIENT.

**SPECIAL RATES**

The following rates may be subject to a 35% increase:

- Overtime – time over 8 hours per weekday and on Saturday
- Sunday and Holidays
- Rush orders

**EXPERT WITNESS**

Deposition and testimony; 4-hour minimum, \$250.00 per hour.

***The following Terms and Conditions are included and hereto made a part of this agreement.***



## **TERMS AND CONDITIONS**

### **1. STANDARD OF CARE**

In performing our professional engineering services, Speedie & Associates, Inc. (S&A) will use the degree of care and skill ordinarily exercised by members of our profession currently practicing in the same locality under similar conditions. No warranty, expressed or implied, is made or intended by our proposal for consulting services, our contract, oral or written reports, or services.

### **2. SCOPE OF SERVICES**

#### **2.1 "ON-CALL" SERVICES**

Unless otherwise agreed by both parties in writing, all construction materials testing will be performed on an "on-call" basis. Both parties agree that test results for "on-call" testing, where the CLIENT does not request S&A's continuous construction and field observation, will be based only on the representative sample or limited location tested.

#### **2.2 CONSTRUCTION/FIELD OBSERVATION OR REMEDIATION OBSERVATION**

If the CLIENT desires more extensive or full-time project observation to help reduce the risk of problems arising during construction, the CLIENT shall request such services as "Additional Services" in accordance with the terms of this agreement. Should the CLIENT for any reason choose not to have S&A provide construction or field observation during the implementation of S&A's specifications or recommendations, or should the CLIENT unduly restrict S&A's assignment of observation personnel, CLIENT shall, to the fullest extent permitted by law, waive any claim against S&A, and indemnify, defend, and hold S&A harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans or specifications developed by S&A. CLIENT also shall compensate S&A for any time spent or expenses incurred by S&A in defense of any such claim. Such compensation shall be based upon S&A's prevailing fee and rate schedule.

### **3. OWNERSHIP OF DOCUMENTS**

All reports, plans, specifications, field data, notes and other documents prepared by S&A shall remain the property of S&A. Any reuse of such documents for other purposes must be with the written consent of S&A.

### **4. SAFETY**

While on a CLIENT'S jobsite, S&A's personnel have no authority to exercise any control over any construction contractor, any other entity, or their employees in connection with their work, health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the CLIENT'S agreement with the General Contractor. The CLIENT may be charged for additional work for interruption, downtime required, or safety measures required by hazardous job conditions.

### **5. INSURANCE**

Upon request, S&A will furnish certificates of insurance for Workers Compensation, General and Auto insurance, and Professional Errors or Omissions insurance. S&A is not responsible for damage of any cause beyond the coverage of its insurance.

### **6. INDEMNIFICATION**

#### **6.1 ENVIRONMENTAL SERVICES**

It is understood and agreed that should the CLIENT hire S&A in matters involving the actual or potential presence of hazardous substances, the CLIENT will indemnify S&A, and its employees and representatives, from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, its employees or representatives. S&A will indemnify the CLIENT from and against claims that are solely the result of negligent acts or omissions on the part of S&A, its employees or representatives.

**6.2 NON-ENVIRONMENTAL SERVICES**

Both parties agree that S&A's scope of services will not include asbestos, hazardous or toxic materials. Should it become known in any way that such materials may be present at the jobsite or adjacent area that may affect the performance of S&A's services, S&A may suspend its services without any liability until the CLIENT retains appropriate consultation to identify, abate, and/or remove the asbestos, hazardous or toxic materials and warrants that the jobsite is in compliance with applicable laws and regulations. The CLIENT will indemnify S&A and his employees and representatives from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, his employees and representatives. S&A shall indemnify the CLIENT from and against claims, which are solely the result of negligent acts or omissions on the part of S&A, its employees and representatives.

**7. LIMITS OF LIABILITY**

The CLIENT agrees that S&A shall not be liable for losses caused by or arising from any acts of the CLIENT, his employees or subcontractors. Should any of S&A's employees be found to have been negligent in the performance of professional services rendered, the CLIENT agrees that the maximum aggregate amount of S&A's liability shall be limited to \$50,000.00 or the amount of the fee paid to S&A for professional services, whichever amount is greater.

**8. WAIVER OF LIMITATION OF PROFESSIONAL LIABILITY**

In the event the CLIENT is unwilling or unable to limit liability in accordance with the paragraph above, then CLIENT shall agree to pay S&A a sum equivalent to an additional 20% of the total fee to be charged for the professional services. Said sum is to be called "Waiver of Limitation of Liability Charge." This charge will in no way be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved in performing the work up to the limit of proceeds available from S&A's professional insurance coverage.

**9. SAMPLE DISPOSAL**

**9.1 NON-HAZARDOUS SAMPLES**

Test samples are substantially altered during testing and are disposed of immediately upon completion of tests. Drilling samples are disposed of thirty (30) days after submission of our report. If requested in writing, samples can be held after thirty (30) days for an additional storage fee, or returned to the CLIENT.

**9.2 HAZARDOUS SAMPLES**

If toxic or hazardous substances are involved, S&A will return such samples to the CLIENT. Or using a manifest signed by the CLIENT, S&A will have such samples transported to a location selected by the CLIENT for final disposal. The CLIENT agrees to pay all costs for storage, transport and disposal of samples. The CLIENT recognizes and agrees that S&A is acting as a bailee and at no time assumes title to samples involving hazardous or toxic materials.

**10. PAYMENT**

Progress invoices will be submitted to the CLIENT monthly with a final billing at completion of services. Invoices are due and payable upon receipt. The CLIENT agrees to pay a finance charge of 1.5 % per month on all past due accounts over thirty (30) days. The CLIENT'S obligation to pay for all work contracted is in no way dependent upon the CLIENT'S ability to obtain financing, zoning approval, or the CLIENT'S successful completion of the project. S&A reserves the right to suspend work under its agreement if the CLIENT fails to pay invoices as due. The CLIENT agrees to pay all costs for collection of payment, including attorney's fees.

**11. LITIGATION**

In the event of litigation between parties to this agreement, if S&A is the prevailing party, S&A shall be entitled to recover all related costs, expenses, and reasonable attorney fees.

# Maricopa Fire Dept. Administration Facility

Maricopa, Arizona

Proposal for Energy Consulting

Provided by



April 2018

## Our Company

Quest Energy Group is a multidisciplinary consulting engineering firm focused on providing sustainability solutions to the building and utility industry. Our service include energy analysis/modeling, energy code compliance, investment grade audits, building commissioning and sustainability consulting for LEED and Green Globes and other certification programs. **Sustainability is our core business.**

We have experience collaborating with design teams on a range of building types and construction delivery methods. These projects range from small single story residential, multi-family, industrial/laboratory and large scale multi-phased developments. Our clients are building Owners, engineers, architects, contractors, government entities, private and public schools and universities, utilities, and private developers.

We provide consulting beginning in conceptual design continuing through final construction. Quest employees consist of engineers, architects, building automation/commissioning experts and sustainability specialists. Quest has offices in Tempe, Arizona and Las Vegas, Nevada. We regularly perform work across Arizona, the Southwest, across the United States. Internationally Quest has done work in over 20 countries.

## Sustainability

Quest Energy Group has collectively over 50 years of experience with energy efficiency and sustainability. This includes both existing and new construction projects ranging in size from small net-zero projects to the Empire State Building and everything in between. Our services are applied towards building certifications such as LEED or Green Globes, investment grade audits in support performance contracts, and to assist designers and architects with the selection optimize building envelope, lighting and HVAC systems.

## Introduction

A new 10,000 – 12,000 SF, Fire Department Administration Facility has been proposed for development. The project will be located at the northwest corner of Garvey Avenue and Estrella Parkway, immediately south of Fire Station 575 in Maricopa, Arizona. The facility will house offices, conference rooms, training and classroom facilities, kitchen and dining spaces and a 5,000 SF warehouse. This proposal is provided at the request of Perlman Architects to provide support services related to energy analysis and building commissioning. The scope of work has been divided into the tasks below. A more detailed description of each task follows.

- Task 1: Energy Analysis
- Task 2: Building Commissioning

## Task 1: Energy Analysis

Quest's role on this project with regards to energy efficiency requires that we work closely with the entire design team (owner, architect, lighting and mechanical designers) throughout the design process to ensure an integrated building design. For example, decisions with regards building envelope impact the interior lighting systems in terms of utilizing natural light as well as the overall size of the heating, ventilation and cooling equipment.

The first step in the analysis will be to develop a minimally compliant ASHRAE 90.1 model for the building using eQuest building simulation tool. The model will be minimally compliant to the code with respect to the building envelope, lighting and HVAC systems.

The next task will be to develop the "As-Designed" model to reflect the current design. Quest will perform a detailed economic analysis of energy conservation or system alternatives as identified by Quest and the design team. Inputs to the analysis will included annual energy costs derived from the eQuest model, incremental first costs for each measure determined in conjunction with the design team, and additional maintenance or operational costs, if applicable.

At the conclusion of this task, a design Charette will be scheduled with the design team to present the results of the economic analysis. The goal of this meeting will be to identify any systems that are not in compliance with the energy code, and finalize the viable alternatives that could impact annual operating costs.

### Deliverables:

Quest will provide the following deliverables

- Preliminary (SD/DD) Energy Analysis Report/PowerPoint
- Energy Design Charette at DD
- Final (CD) Energy Analysis Report

### Budget

#### Energy Analysis

\$6,000

## Task 2: Building Commissioning

The intent of Building Commissioning (Cx) is to verify that the project's energy related systems are installed, calibrated and performing according to the Owner's Project Requirements (OPR), Basis of Design (BOD), and construction documents.

The Cx process is conducted by a third-party professional called the Commissioning Authority (CxA). The CxA is intended to be the owner's advocate in providing independent review of the work performed by the design professionals and contractors. The goal of the CxA is to uncover potential problems as early as possible, thereby reducing project costs associated with redesign, construction modification, and ultimately building operation.

### Commissioned Equipment

Only the following equipment is included in the scope of systems to be commissioned for this project.

The MEP design is not yet finalized, however the list below contains typical equipment that has been assumed in the commissioning scope.

#### Mechanical

1. Split DX units or VRF (TBD with 25% Sampling)
2. Dedicated OA system with Energy Recovery (TBD)
3. Supply Fans and Exhaust Fans
4. TAB Report Review
5. Building Automation System (BAS)

#### Electrical

6. Sweep and scheduled lighting controls
7. Daylighting/dimming controls
8. Occupancy sensors

#### Plumbing

9. Domestic hot water systems

### Deliverables:

- OPR and BOD Review
- Design Review
- Commissioning Specifications
- Commissioning Plan
- Pre-Functional Checklists
- Point-to-Point Checkout
- Functional Performance Testing
- TAB Report Review
- Commissioning Report
- Current Facilities Requirements and Operations and Maintenance Plan

### Budget

#### Commissioning\*\*

*\*\*Maximum 1 retest for each FPT, subsequent retests are back-charged to the contractor*

\$12,000

## References

### Caesars Palace

Caesars Entertainment  
One Caesars Palace Drive  
Las Vegas, Nevada 89109

Eric Dominguez, Corporate Director  
E-Mail: edominguez@caesars.com  
Phone: 702-880-6876

### Marina Heights

Ryan Companies, Inc  
3900 E. Camelback Road, Suite 100  
Phoenix, AZ 85018

Cory Handfelt, Division Manager  
E-Mail: cory.handfelt@ryancompanies.com  
Phone: 602-695-0221

### Drury Hotels

Drury Southwest, Inc.  
101 S. Farrar  
Cape Girardeau, MO 63701

Dennis Vollink, P.E. , CFO, Chief Mechanical Engineer  
E-Mail: dennis.vollink@drurysouthwest.com  
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### Government Projects

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Irvine, California 92612

Greg Kight, National Director of Sustainable Design  
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### Empire State Building

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Padha Srinivasan, Performance Engineer  
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