

Design & Pre-Construction Services Proposal

06/10/2018

Mr. James Duval
Senior Project Manager
City of Flagstaff

Re: City of Flagstaff – Courts Facility

Dear Mr. Duval:

Kinney Construction Services, Inc. (KCS), in conjunction with our design team, is pleased to provide this proposal for the design & pre-construction services related to the **City of Flagstaff – Courts Facility** project. Please see cost summary as outlined below.

General Understanding of the Project

The City of Flagstaff (COF) has requested a proposal for design and pre-construction of the new City Courts Facility as outlined in RFQ#2018-63. This proposal is for full design from programming thru construction documents and permitting. KCS will work thru design for this project in order to provide a permitted set of documents and a GMP estimate. The current budget for the project is \$19.5M inclusive of all costs including pre-construction, design, construction, FF&E, fees, City Staff time, utility impact fees, permitting & inspections fees, electronics security/surveillance, AV components, and necessary features for a fully functional Municipal Court facility.

Scope of Services

- KCS and its consultants will provide design services as outlined within RFQ#2018-63 and further clarified below.
- The final deliverable at the end of design and pre-construction phase will be a permitted set of construction documents for this project and a GMP estimate for the defined scope of work. Total design duration is estimated at 7 months; contract time will be 250 calendar days from Notice to Proceed (NTP).
- KCS, along with its consultants, will present design iterations throughout the course of pre-construction from schematic thru construction documents. COF is responsible for providing timely review and feedback prior to KCS moving forward with design progression.
- The design will include approximately 30,000 to 40,000 sf of new construction at the Cherry Street site along with demolition of the existing courts facility and construction of surface parking.
- Architectural design, civil engineering, structural engineering, and MEP engineering is included as part of this proposal.
- Fire protection and fire alarm engineering will be done as a deferred submittal after permitting. KCS will include basis of design as part of the package.
- A consultant for security and technology has been included for the courts facility.
- FF&E layout will be provided as part of the architectural design including space planning for existing equipment that will be relocated from the existing facility. COF to provide inventory of existing equipment for use by KCS and its consultants.
- Design workshops (~10 total) will be held in Flagstaff with stakeholders identified by COF.

-
- KCS will take the lead on behalf of the COF with stakeholder and community group engagement and participation during the design phase. This will include (2) public open houses and meetings with local specialty groups to solicit feedback for the project. Rich Bowen will be part of the team leading this effort on a consulting basis. KCS will also participate in (2) COF council meetings and presentations.
 - KCS assumes that existing hazardous material testing reports (already received by KCS) are still valid and no additional testing is required during the design phase.
 - KCS will facilitate a chartering session at the beginning of the design and pre-construction phase of the project.
 - KCS will facilitate coordination meetings between architect and engineering consultants during the course of the design phase. These meetings are meant to ensure that the design will meet the budget, schedule, and quality requirements outlined by the owner and users.
 - KCS will manage and present regular schedule updates during the course of design including design components, procurement, and construction.
 - KCS will participate in site investigation as necessary during the design phase to ensure existing conditions are documented within the design.
 - The final estimate at the end of construction documents will be the GMP and basis for contract for construction services.
 - KCS has included allowances for Geotech investigation, mock-ups, and a 3rd party commissioning agent participation in pre-construction.
 - Early on in the design phase of the project, KCS will assist the team in deciding on the path for sustainability certification (Green Globes vs. LEED vs. Living Building Challenge). KCS and the design consultants will provide input and manage the initial portion of the certification process including energy modeling. Costs associated with registration and certification of the chosen sustainability performance organization, either Green Globes or LEED, will be paid for by COF.
 - It is assumed that the courtrooms will be fairly standard with low to mid-range finishes and there will also be limited hard surfaces. For this reason, we believe that an acoustical consultant will not be required.
 - A Threat Assessment Study has not been included for blast consulting nor engineering.
 - KCS assumes that surface parking will be provided at the existing site (Aspen St) and at the new site (Cherry St). There is a possibility of basement level parking and the sally port entrance below finished floor at the Cherry St location. A parking garage is not included.
 - A traffic impact analysis (TIA) is not included as part of these services.
 - A floodplain study and mapping is not included. Hydrology and hydraulics is limited to the project area only. The finished floor elevation will be designed to be 1' above the 100 year flood elevation. Un-occupied space including parking and the sally port may be within the floodplain.
 - ADEQ submittal won't be required since we are tying into existing mains.
 - Design of off-site infrastructure is excluded. KCS assumes surface drainage to Beaver Street will be allowed. LID requirements will be reviewed with COF staff, but it is assumed that on-site detention will not be required. Costs associated with LID design are included in this proposal.
 - Franchise Utility (Unisource, APS, SuddenLink, Century Link) coordination during design is included. Fees for franchise utility infrastructure and/or design are not included and will be paid for directly by COF. KCS will work with franchise utilities early on to help establish budgets to be used for the duration of the project.
 - Expendables including travel are included as a lumpsum cost within the proposal.
 - KCS will submit and coordinate permitting for COF and Authorities Having Jurisdiction (AHJ) permits. Costs including impact fees to be paid by COF.
 - KCS' design consultants will provide E&O insurance. No additional coverage will be provided by KCS.
 - Construction administration (CA) services by design consultants are not included as part of this proposal; these will be included in the GMP.
-

Cost Breakdown by Discipline & Phase

Description	Totals	SD Phase	DD Phase	CDs & Permits
KCS Management & Pre-Construction Services	\$ 428,440.00	\$ 188,930.00	\$ 102,220.00	\$ 137,290.00
Architecture & Interiors	\$ 680,000.00	\$ 212,500.00	\$ 170,000.00	\$ 297,500.00
Civil Engineering & Landscape	\$ 56,058.00	\$ 8,465.00	\$ 14,660.00	\$ 32,933.00
Structural Engineering	\$ 66,880.00	\$ 12,540.00	\$ 16,720.00	\$ 37,620.00
MEP Engineering	\$ 242,670.00	\$ 50,570.00	\$ 101,110.00	\$ 90,990.00
Security & Technology Consultant	\$ 69,280.00	\$ 12,990.00	\$ 17,320.00	\$ 38,970.00
Mock-up Allowance	\$ 7,000.00		\$ 7,000.00	
Survey & Topo	\$ 13,300.00	\$ 13,300.00		
Geo-tech Testing & Evaluation	\$ 10,000.00	\$ 10,000.00		
Commissioning Agent Allowance	\$ 10,000.00		\$ 5,000.00	\$ 5,000.00
Reproductions, Technology, & Expendables	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00
Grand Total	\$ 1,593,628.00	\$ 511,795.00	\$ 436,530.00	\$ 645,303.00

Thank you for this opportunity to provide you with our services.

Sincerely,



Michael Thomas
Vice President of Operations



CGL
2485 Natomas Park Drive, Suite 300
Sacramento CA 95833

7 June 2018

Mike Thomas
Kinney Construction Services, Inc.
121 E Birch - Ste 500
Flagstaff, AZ 86001

Mark-ups in proposal by
KCS (Mike Thomas)
based on conversations
with consultants on
6-7-18 and 6-8-18.

RE: Flagstaff Municipal Courthouse Scope of Services and Fee Proposal

Dear Mike:

It is with great pleasure that CGL welcomes the opportunity to collaborate with Kinney Construction Services, Inc. on the Flagstaff Municipal Courthouse Design-Build project. CGL is confident that the combined experience of our organizations and collaborative spirit will translate into a successful partnership for the Courthouse project and for other potential projects in the future.

The following outline reflects CGL's proposed scope of work for architectural, interiors and engineering design services based on earlier discussions with the team and industry standards. We believe a partnering approach will establish a strong message on how our firms will collaborate throughout the project and how the City of Flagstaff will benefit from our combined expertise.

CGL will serve as the Prime Architect performing all architectural design services as outlined in this proposal. The CGL team will include the following sub-consultants:

- SWI, Inc. – Civil Engineering and Landscape Design
- Caruso Turley Scott – Structural Engineering
- Energy Systems Design - MEP/FP Engineering
- Pennell Consulting Inc. – Electronic Security, Audio-Visual, Voice/Data, Fire Alarm Engineering

BASIS OF SCOPE AND COST PROPOSAL

The following are the conditions and assumptions that form the basis of the Scope of Work and corresponding Cost of Services:

1. A new two to three story courthouse building of approximately 40,000 GSF, \$15,000,000 construction cost located in downtown Flagstaff, AZ.

2. Design-bid-build project delivery with maximum of one Bid Package (Permit Set). A separate site development package as required by the City of Flagstaff will be developed for City planning approvals.
3. The Cost Proposal of professional fees is valid through 2019, then subject to escalation and/or renegotiation. 2020
4. Design schedule for Schematic design through Permitting documents of approximately 6-7 months.
5. Drawings will be developed in Revit 2018. Drawings will adhere to "BIM Forum 2017 Level of Development Specification". Electronic drawings can be provided to the City in AutoCad format as requested. Facility Management information is not included in the BIM model.
6. The following activities are assumed to be the responsibility of the City and/or Kinney Construction Services, Inc.:
 - 6.1 Environmental/Hazardous Materials analysis, report and/or remediation
 - 6.2 All Regulatory, Permit and Filing fees
7. Travel and/or site visits for meetings in Flagstaff, AZ for CGL staff includes the following:
 - 7.1 Design Phase (Schematic Design through Bidding/Permitting phase) – Twelve 1.5 day trips (total)
 - 7.2 Construction Administration Phase – Sixteen 1 day trips (total, including punch list)

Travel and site visits for the engineering sub-consultants is outlined in the attached proposals from each sub-consultant.
8. All printing for owner and permit submittals shall be by Kinney. CGL shall provide files in digital format to Kinney for all printing required. All printing for internal use by CGL shall be by CGL.

The following describes the general scope and deliverables for CGL and the sub-consultants by phase:

SCHEMATIC DESIGN

Chartering Meeting - Attend Chartering meeting with Kinney, Owner and Users

Data Collection - Review previous Space Program

Program Verification - Meet with Users and Owner to review and update Space Program

Blocking and Stacking

CGL will develop two to three conceptual blocking and stacking options for the proposed building. The “blocking and stacking diagrams” define identify the number of courts per floor and the location of all major program areas. The site plan for the conceptual designs will include the proposed building footprint and massing diagrams. The City, Kinney and CGL shall collaborate to select the recommended solution for the project.

Architectural

- Architectural site plan
- Floor and roof plans – 1/16"=1'-0" scale
- Exterior elevations – 1/16"=1'-0" scale
- Building sections – 1/16"=1'-0" scale
- Two three-dimensional views of the general building design concept
- Coordinate with engineering sub-consultants to integrate preliminary engineering and design criteria
- Calculate space allocations in comparison to the Space Program
- Prepare system descriptions to generally describe the materials and systems
- Meet with City officials to discuss code requirements and design issues that may impact the design and identify potential concerns

All scales will be per COF requirements

Structural

- See attached proposal

Civil/Landscape

- See attached proposal

Mechanical, Electrical, Plumbing and Fire Protection (M/E/P/FP)

- See attached proposal

Electronic Security/AV/Voice-Data/Fire Alarm

- See attached proposal

DESIGN DEVELOPMENT

Architectural

- Site plan
- Floor and roof plans – 1/8"=1'-0" scale
- Demolition plans
- Reflected ceiling plans - 1/8"=1'-0" scale
- Exterior elevations - 1/8"=1'-0" scale
- Building sections - 1/8"=1'-0" scale
- Preliminary typical wall sections – 1/2"=1'-0" scale
- Preliminary stair and elevator plans and sections
- Enlarged courtroom plans – 1/4"=1'-0" scale

All scales will be per COF requirements

- Preliminary interior elevations - $1/4"=1'-0"$ scale
- Partition types
- Preliminary FF&E plans – $1/8"-1'-0"$
- Coordinate with consultants to integrate engineering and design criteria
- Outline specifications in narrative form to describe the materials and systems (CSI format)
- Meet with local and City officials if required to discuss code requirements and design issues that may impact the design and identify potential concerns

Structural

- See attached proposal

Civil/Landscape

- See attached proposal

Mechanical, Electrical, Plumbing and Fire Protection (M/E/P/FP)

- See attached proposal

Electronic Security/AV/Voice-Data/Fire Alarm

- See attached proposal

CONSTRUCTION DOCUMENTS

Architectural

- Architectural site plan
- Floor and roof plans, dimensioned and annotated – $1/8"=1'-0"$ scale
- Demolition plans
- Life Safety plans
- Reflected ceiling plans, dimensioned and annotated – $1/8"=1'-0"$ scale
- Exterior elevations, dimensioned and annotated – $1/8"=1'-0"$ scale
- Building sections, dimensioned and annotated – $1/8"=1'-0"$ scale
- Wall sections, dimensioned and annotated – $1/2"=1'-0"$ scale
- Stair and elevator plans, sections and details, dimensioned and annotated
- Enlarged courtroom plans, reflected ceiling plans, interior elevations – $1/4"=1'-0"$ scale
- Courtroom and miscellaneous millwork details
- Exterior and interior details
- Interior elevations
- Door and finish schedules, door details
- Partition types
- FF&E plans – $1/8"-1'-0"$
- Coordinate with consultants to integrate engineering and design criteria
- Specifications (CSI format)
- Meet with local and Commonwealth officials if required to discuss code requirements and design issues that may impact the design and identify potential concerns.

All scales will be per COF requirements

Structural

- See attached proposal

Civil/Landscape

- See attached proposal

Mechanical, Electrical, Plumbing and Fire Protection (M/E/P/FP)

- See attached proposal

Electronic Security/AV/Voice-Data/Fire Alarm

- See attached proposal

BIDDING AND PERMITTING

General

- Kinney will coordinate the construction bidding process, establishing the bidding procedures, terms and conditions of the contract, and general requirements.
- One bid package is included in the Work. Inclusion of additional bid packages will be an Additional Service.
- Kinney will assemble, print, and distribute all bid packages to potential bidders.

Architect

- Prepare Addenda to supplement the documents and clarify bidding sub-contractor questions.
- Review requests for substitutions.

All Architect Sub-consultants

- Respond to requests for substitutions for their respective discipline.
- Prepare portions of Addenda related to their respective disciplines.

CONSTRUCTION ADMINISTRATION

CA not part of
this contract

General

- Kinney Construction Services, Inc. shall be responsible for the documentation, preparation and submission of all As-built documents required by the City.

Architect

- Attend up to 16 on-site meetings to observe the construction progress and perform punch list. Prepare Field Reports of each onsite visit.
- Review and respond to Requests for Information.
- Prepare Bulletin (supplemental drawings and/or specifications) for

clarification of details as needed.

- Review of all contractor submittals and shop drawings, up to three times.
- Prepare punch lists.

All Architect Consultants

Structural

- See attached proposal

Civil/Landscape

- See attached proposal

Mechanical, Electrical, Plumbing and Fire Protection (M/E/P/FP)

- See attached proposal

Electronic Security/AV/Voice-Data/Fire Alarm

- See attached proposal

OPTIONAL SUPPLEMENTAL SERVICES

The following Supplemental Services can be performed as Additional Services pending prior approval by Kinney Construction Services, Inc. See attached engineering proposals for optional Supplemental Services available to be performed by the engineering sub-consultants.

Existing Physical Conditions Survey

- Floor plan survey confirming location of all walls, columns, stairs, masonry, elevators, stairs, shafts, toilets, fire standpipes, slab height changes, etc. of existing buildings.
- Elevation study to confirm the measurement of height and width of all exterior elevations, including windows of existing buildings.
- Section documentation to confirm the floor-to-floor heights and floor to underside of structural slab.

Acoustics

- Acoustic consulting

Measured 'As-Built' Drawings of the Final Construction

- Compile mark-up drawings from the Construction Manager and Contractors
- Provide electronic as-built documents for County long-term facility maintenance purposes.

Geotechnical Engineer and Report

- Report determines the criteria for foundation design, temporary and

by KCS

permanent groundwater control, and soil/rock slope stabilization.

Subsurface Soil Borings by KCS

- Provide drilling of the subsurface soil borings and data report of the findings.

Legal Survey by KCS

- Measured and scaled topographical survey, utility survey, and boundary survey of existing site conditions in a combined drawing document.

Part of base contract to assist KCS with LEED or Green Globes

~~Leadership in Energy and Environmental Design (LEED), Green Globes~~

- ~~• Green building rating system providing a framework of minimum criteria in the design and documentation of sustainable buildings.~~
- ~~• Documentation, tracking and coordination of all LEED points between the design team, owner, construction manager and general contractors.~~

Swing Space

- Provide design and furniture layouts of temporary swing space for building components determined by the City.

Physical Model

- Provide physical professional scale model of proposed design.

Traffic Studies or Traffic Impact Analysis

Threat Assessment Studies

- Threat assessment to determine potential project vulnerabilities, focusing on physical, architectural, electronic and/or staffing components of the project. Blast consulting and engineering for the design of the structural and architectural systems needed to absorb the energy of the potential vulnerabilities defined by the threat assessment.

Publicity and Credit:

CGL will be identified in any written or graphic material connected with the project as the Design Architect / Architect of Record. This includes all published deliverables during design and construction, including but not limited to: reports; drawings; title blocks; specification books; etc. This also applies to all material submitted for publication, awards, exhibits, etc. CGL is entitled to use of any images prepared in connection with this project, and, agrees to allow similar privilege to other design team members.

Fees:

Professional services fees for the scope of services described in this proposal shall be \$1,353,800 (One million three hundred fifty three thousand eight hundred dollars). Payment shall be made in the form of monthly progress payments, paid within 30 days of receipt of invoices and based on the percentage

completed of each phase. Expenses for travel to meetings and workshops, telephone and printing are included in the total fee.

CA not part of this contract

	SD	DD	CD	P	CA
Architecture/Specs/Interiors Total	\$ 212,500	\$ 170,000	\$ 255,000	\$ 42,500	\$ 170,000
Civil / Landscape Total	\$ 8,465	\$ 14,660	\$ 32,933	\$ -	\$ 4,542
Structural	\$ 12,540	\$ 16,720	\$ 33,440	\$ 4,180	\$ 16,720
HVAC, Plumbing/FP Electrical Total	\$ 50,570	\$ 101,110	\$ 90,990	\$ -	\$ 30,330
Program Verification	\$ -	\$ -	\$ -	\$ -	\$ -
LEED	\$ -	\$ -	\$ -	\$ -	\$ -
FF&E	\$ -	\$ -	\$ -	\$ -	\$ -
Cost Estimator/Schedule	\$ -	\$ -	\$ -	\$ -	\$ -
Acoustics	\$ -	\$ -	\$ -	\$ -	\$ -
Code/Life Safety	\$ -	\$ -	\$ -	\$ -	\$ -
Elec. Sec/AV/Voice-Data/Fire Alarm	\$ 12,990	\$ 17,320	\$ 34,640	\$ 4,330	\$ 17,320
Way Finding - Signage	\$ -	\$ -	\$ -	\$ -	\$ -
Elevator	\$ -	\$ -	\$ -	\$ -	\$ -
Roofing / Envelope	\$ -	\$ -	\$ -	\$ -	\$ -
Special Lighting	\$ -	\$ -	\$ -	\$ -	\$ -
Travel SD-B/P	\$ -	\$ -	\$ -	\$ -	\$ -
Travel CA	\$ -	\$ -	\$ -	\$ -	\$ -
Printing	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-total per phase	\$ 297,065 21.9%	\$ 319,810 23.6%	\$ 447,003 33.0%	\$ 51,010 3.8%	\$ 238,912 17.6%
Sub-totals SD-P / CA	\$1,114,888 82.4%				\$238,912 17.6%
Total	\$1,353,800 100.0%				

Please feel free to contact us if you have any questions or comments,

Sincerely,


 Enrique Maciá, AIA, LEED AP
 Senior Vice President
 CGL Companies



Shephard ▲ Wesnitzer, Inc.
Engineering an environment of excellence

110 West Dale Avenue
 Flagstaff, AZ 86001

928.773.0354
 928.774.8923

www.swiaz.com

Engineering an environment of excellence.

PROPOSAL/ AGREEMENT FOR PROFESSIONAL SERVICES

**Ref. No. 18073
 June 1, 2018**

BETWEEN: **Kinney Construction Services**
 Attn: Tim Kinney
 121 E. Birch Ave. Suite 500
 Flagstaff, AZ 86001
 ("CLIENT")

AND: **Shephard – Wesnitzer, Inc.**
 110 West Dale Avenue
 Flagstaff, Arizona 86001 ("SWI")

FOR THE PROJECT: **Civil Engineering Services**
City Court Facility Project ("PROJECT")
 101 W. Cherry Avenue
 Flagstaff, Arizona
 APN: 101-10-010A ("SITE")

The Client and SWI do hereby agree as follows:

2.0 DESCRIPTION OF PROJECT

Information provided by the Client indicates that the Project consists of demolition of three City buildings (101 W. Cherry Ave, 15 N. Beaver Street, 107 W. Aspen Ave.) and the construction of a new City Court Facility and associated parking lot improvements at the site located on Cherry Avenue in Flagstaff, Arizona.

2.0 PURPOSE

The purpose of our Engineering Services will be to prepare a Civil Plans for review and approval the City of Flagstaff (City) as part of the City's development process.

Client's Initials _____

3.0 SCOPE OF SERVICES

We propose to provide the following:

Survey Services:

Item No.	Description	Fee
1.	<p>Pre-Design Services</p> <p>Survey Control: Verify existing survey control, establish new permanent survey control and elevation benchmarks for use through duration of the project.</p> <p>Results of Survey: Perform a boundary survey and prepare Results of Survey for Assessor Parcel Numbers 100-10-010C & 100-10-009A.</p> <p>Topographic Survey: Provide a detailed topographic survey of all existing site improvements, drainage structures and utility appurtenances within the subject parcel boundaries and adjacent street15 Right-of-Way. Provide a signed and sealed topographic survey and associated CAD files.</p> <p>Utilities: Locate all visible utility bluestake markings and surface utility appurtenances including, but not limited to: sewer manhole rim and inverts, cleanouts, water meters, water valves, gas meters, electric pullboxes/transformers.</p>	<p>\$8,500.00</p>
2.	<p>Lot Combination: Prepare a Legal Description and Exhibit, and Lot Combination form for submittal to the City of Flagstaff for approval, and recording with Coconino County (City of Flagstaff Fee: \$175.00, County Recording Fee: \$10.00).</p>	<p>\$1,500.00</p>
3.	<p>Legal Descriptions: Prepare up to 4 legal descriptions for PUE's, TCE's, and sidewalk easements as required by the City of Flagstaff.</p>	<p>\$1,800.00</p>
4.	<p>As-Built Survey: Provide as-built survey data for finished construction of all site utilities, grading and drainage features in preparation of Record Drawings as required by the City of Flagstaff.</p>	<p>\$1,500.00</p>
	<p>Survey Services Subtotal:</p>	<p>\$13,300.00</p>

Preliminary Drainage Report:

Prepare and submit a preliminary drainage report. Hydrologic calculations will be performed for the existing and developed conditions and approximate detention and LID volumes will be estimated. The results of this preliminary analysis will be documented in this report and will include a description of the preliminary drainage scheme. This report will also provide justification ~~than~~ an area reserved for surface and/or underground detention is satisfactory. The area needed for detention will be coordinated with the Site Plan.

that

Preliminary Landscape Plan:

Morning Dew Landscaping will update the Preliminary Landscape Plan in accordance with the City's Site Plan checklist.

Site Plan Coordination:

Coordination and Meetings: Includes coordination with Client and City staff through the Site Plan preparation and approval process. Includes one (1) in person project kickoff meeting with the Client and Client's architect, one (1) site visit, and attendance at one (1) Formal Site Plan meeting with City staff. This item assumes that all meetings will be held in Flagstaff at SWI or City offices. Includes comment coordination with the City of Flagstaff after their review of the Site Plan. SWI will receive finished PDF's by others, print the appropriate number of copies, include an electronic copy of everything on a disc, and submit the complete submittal to the City of Flagstaff for review.

KCS

Site Plan Subtotal:

\$14,200.00

Final Design and Construction Plans:

These tasks are based on the Preliminary Plat approved by the City and will be utilized for Final Design with only minor modifications as necessary to address their comments. The fees for the Final Design and Construction Plans assume three (3) submittals (2 for review and 1 for final approval) to the City which is typical for projects of this type.

Item No.	Description	Fee
7.	Construction Plans for Improvements:	\$31,900.00

Prepare and submit construction plans to the City representing the detailed design of public and private improvements associated with the Project infrastructure per *The City of Flagstaff's Civil Construction Plan Submittal & Processing for Residential & Commercial Development Projects* standards. Private improvements located on-site will be designed per City standards and details. Specifications for construction will be listed on the plans.

Private improvements include: curb, gutter, sidewalk, pavement plan (does not include the design of pavement structural section), on-site water and gravity sewer systems, horizontal control sheets, on-site access road, retaining wall, and site grading.

Provided by geotech;
contracted directly by KCS

Public improvements include driveway connections to the adjacent roadway and water and sewer connections.

Storm Water Pollution Prevention Plan:

Prepare a SWPPP to be included in the Construction Plans that will identify temporary and permanent erosion protection facilities per ADEQ requirements. The SWPPP developed under this scope of work will address initial SWPPP best management practices and controls only; modifications to the SWPPP to address on-site changes are the responsibility of the Contractor. ADEQ National Emissions Standard for Hazardous Air Pollutants (NESHAP) is typically obtained directly by the Contractor and is not included in this scope of work. Permit fees shall be paid by the Contractor.

Final Drainage Report:

Prepare and submit a Drainage Report per the requirements set forth by the City of Flagstaff Stormwater Management Design Manual (COFSMDM). Specifically, the report will address the existing and post development drainage peak discharge rates on the site. The report will also discuss how offsite runoff will be routed through the site if necessary. This assumes no change to the approved Site Plan and does not account for iterative drainage design. Work will be coordinated with the Grading Plans. The report will include detailed calculations for stormwater conveyances, detention areas, and Low Impact Development Integrated Management Practices.

Engineer’s Opinion of Probable Cost (EOPC):

Prepare and submit an EOPC for any improvements for which an Assurance of Performance is required. The EOPC will be prepared in accordance with City standards.

Final Landscape & Irrigation Plan:

Morning Dew Landscaping will prepare a final landscape and irrigation plan in accordance with the City’s Civil Construction Plan checklist. The landscape and irrigation plan will be incorporated into the Civil Construction Plans.

Final Design and Construction Plan Coordination:

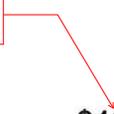
Includes coordination with Client, Client’s architect, Geotechnical Engineers, City staff, and utility companies through the Final Design and Construction Plan preparation and approval process. Includes two (2) in person meeting with the Client and Client’s architect and attendance at two (2) comment resolution meeting with City staff (typically after the 1st review).

Final Design and Construction Plan Subtotal: \$31,900.00

Construction Staking:

Item No.	Description	Fee
8.	<p>Construction Survey (Estimated): Provide construction survey and layout for all new site improvements, utilities, grading and drainage, parking lots, and building construction.</p>	\$13,500.00
Construction Staking Services Subtotal:		\$13,500.00

Not Part of this contract



Construction Phase Service:

Items 9-12 below are tasks that will be completed by SWI during construction, after construction plan approval.

Item No.	Description	Fee
9.	<p>Rough Grading Certification: Provide up to 2 inspections as necessary to complete the latest <i>Rough Grading Inspections Certificate</i> to be submitted to the City of Flagstaff's Stormwater Management Section. The construction surveyor shall provide as-built information for the proposed drainage structures. This will aid in confirming the construction of the drainage structures compared to the design. The Contractor is to route the Rough Grading Inspection Certificate form to be signed by the Registered Civil Engineer, Land Surveyor, Geotechnical Engineer and Grading Contractor. It is assumed that a separate rough grading certificate will be required for the new courthouse site and the new parking lot on the existing courthouse site.</p>	\$1,900.00
10.	<p>Final Grading Certification: Provide up to 2 inspections and the Final Grading Certification to the City of Flagstaff's Stormwater Management Section. The Contractor is to route the latest City of Flagstaff <i>Final Grading Inspection and Certificate</i> form to be signed by the Registered Civil Engineer and Geotechnical Engineer. The construction surveyor is to provide an as-built survey for any additional drainage structures note surveyed under the Rough Grading Certification. The as-built survey is not included in this item. It is assumed that a separate final grading certificate will be required for the new courthouse site and the new parking lot on the existing courthouse site.</p>	\$1,900.00
11.	<p>Record Drawing Engineered Grading Plan: Services include compiling as-built plans for submittal to the City of Flagstaff. Based on as-builts provided by the construction surveyor, inspector reports and redlines, contractor redlines, and field visits. SWI will provide a Record drawing.</p>	\$3,300.00

12. Construction Observation Services: \$4,400.00

Includes review and approvals for civil related shop drawing submittals. Provide construction observations for civil related work (40 hours for a 6 month construction period), including construction coordination, support and correspondence with Client, Client's contractor, sub-contractors, City staff and utility companies. Includes up to 2 Request for Information (RFI) related to revisions due to the discovery of unanticipated conditions in the field or revisions instigated by others. Services above and beyond the site visits and RFIs *will be billed on a time and material basis* only upon written authorization.

Not part of this contract

Construction Phase Services Subtotal: \$11,500.00

FEE SUMMARY

Survey Services	\$13,300
Concept Plan	\$8,200
Site Plan	\$14,200
Final Design and Construction Plan	\$31,900
Construction Staking	\$13,500
Construction Phase Services	\$11,500
Total	\$92,600

4.0 SCHEDULE

A schedule will be developed with the Client upon a signed copy of this agreement.

5.0 ASSUMPTIONS

- a. The Court Site and Parking Site will go through Community Development as one submittal.
- b. Client will provide checks for submittal fees.
- c. A Resource Protection Plan will not be required.
- d. Sufficient survey boundary control lying within at least one adjoining tract is existing and verifiable.
- e. Narrative and Site Analysis will be prepared by others.
- f. Court Site parcels will be combined. Parking Site parcels will not be combined.
- g. Stormwater detention will not be required.
- h. Traffic impacts will not be evaluated.
- i. ADEQ submittal will not be required.
- j. Demolition plans will be prepared by others.
- k. Finished Floor will be a minimum 1' above Base Flood Elevation.
- l. No overnight vehicles will be parked in areas with greater than 1' of flood depth.
- m. Structural design is excluded with this proposal.
- n. The design of dry utilities will be prepared by the Utility Owner. Any dry utility information provided to SWI in AutoCAD format will be included on the plans for reference only.

- o. A bid schedule or construction contract documents are not included.
- p. No offsite water or sewer mains need to be upsized or extended more than 100' to reach the subject parcel.
- q. Offsite sewers adjacent to project are at sufficient depth to accept gravity sewers from the project.
- r. Offsite water lines adjacent to the project are of sufficient size and capacity to adequately service the project utilizing only a system of internal looped pipe connections, and no offsite water main extensions are required.
- s. Offsite stormwater lines adjacent to the project are of sufficient size and capacity to adequately serve the project and no off-site analysis is required.
- t. Mechanical Electric Plumbing (MEP) engineer will provide the size and location of water and sewer services. MEP will also provide size of water meters.
- u. Fee assumes single phase construction and therefore only one construction plan set is assumed.
- v. Geotechnical investigation results and pavement structural section recommendations will be performed by others, will be received by SWI *prior to initiating site work*, and are not part of this Agreement.
- w. The Client or Client's contractor is responsible for obtaining all applicable construction permits for this job.

6.0 MANNER OF PAYMENT

Billing for work in progress will be made on a monthly basis. Payment is due upon receipt of monthly billings. Late fees at the rate of 2% interest on balance owed will be assessed to client for delays in payments in excess of 30 days from the date of invoice. Services will be halted due to delays in payment. Final revisions to calculations and drawings will be released upon receipt of final payment.

7.0 FEES

The cost of Civil Engineering and Surveying services items 1 thru 12 is a lump sum fee of \$92,600 plus reimbursable expenses. Reimbursable expenses includes FedEx charges, mileage, plan reproduction costs, and will be billed at cost plus 10% markup and are estimated at \$3,000. Work which may be indicated by the discovery of unanticipated conditions in the field or revisions to the site plans instigated by others will be performed, only upon your authorization in writing in advance, in accordance with our current standard fee schedule. Current standard hourly rates are subject to change as current year expires. The estimated fee noted above is valid for 90 (ninety) calendar days after which time a review by SWI will be required.

8.0 STANDARD SWI TERMS AND CONDITIONS

Attached hereto and incorporated by the reference are the **SWI Standard Terms and Conditions**, which shall govern this agreement.

9.0 SERVICES NOT INCLUDED

Traffic Impact Analysis (TIA), natural resource projection plan, cultural resource study, geotechnical investigations, environmental studies, archeological studies, architectural services, or any other work outside of the scope of the concept plan and not specifically identified in Section 3.0, Scope of Services.

This Proposal/Agreement, and the attached **Terms and Conditions**, contains the entire agreement between the parties, and supersedes all other agreements, either oral or written. No representations or warranties shall be valid or binding unless contained herein.

The signature below constitutes Shephard - Wesnitzer Inc.'s intention to be bound under the terms of this Proposal/Agreement, including the attached **Terms and Conditions**. The Client may accept by signing and returning to Shephard - Wesnitzer, Inc.

Any change to the **Terms and Conditions** of this Proposal/Agreement, or the tender of any contract documents in place of this Proposal/Agreement shall not be valid unless made in writing, dated and signed by all the parties.

EXECUTED BY:

Shephard-Wesnitzer, Inc.

June 1, 2018
Date

The foregoing AGREEMENT with its attached **Terms and Conditions** has been proposed by Shephard - Wesnitzer, Inc. and has been read, is understood, and is hereby accepted.

EXECUTED BY:

Clients Authorized Representative

_____, 2018
Date

Typed or Printed Name

Title

TERMS AND CONDITIONS

The captions of the sections herein are intended for convenience of reference only and shall not be used to interpret the content of each section.

1. PROJECT INFORMATION

1.1 In preparation of its Proposal, SWI has relied on certain information and documentation supplied by CLIENT or CLIENT's agents as being accurate, and CLIENT agrees that SWI has a right to rely on the said information or documentation.

1.2 CLIENT affirms that CLIENT has provided all documents, maps and other information in CLIENT's possession, relating to past, present and proposed future use of THE SITE and its surrounding area, to SWI before execution of this Agreement by SWI.

1.3 CLIENT confirms that the content of all documents, maps and other information which CLIENT has provided to SWI before SWI's execution of this Agreement is correctly addressed in the Scope of Services part of this Agreement.

1.4 CLIENT will designate in writing those persons, organizations or agencies to be contacted in the event conditions are revealed during the execution of SWI's services that would require possible alteration of the services hereunder.

2. WARRANTY

SWI warrants their services are performed, within the limits prescribed by this Agreement, with the usual thoroughness and competence of the professions practicing these services in the same or similar locality of THE SITE at the time of this Agreement. No other warranty or representation, either expressed or implied, is included or intended under this Agreement.

3. SAFETY

SWI will perform work under safe conditions. CLIENT may be charged additionally for safety or security measures required by dangerous job conditions, encountered during SWI's performance of the required services that could not be anticipated by review of the information available at the time the Agreement was executed.

4. INSURANCE

4.1 SWI will maintain the following insurance and amounts: Workman's Compensation, statutory limits; General Liability, \$1,000,000; Professional Liability, \$1,000,000.

4.2 No insurance, of whatever kind or type which may be carried by SWI, is to be considered in any way limiting the responsibility of others for damages resulting from their operations or for furnishing work and materials ON THE SITE.

5. LIMITS OF LIABILITY

For any damage, cost, expenses, or other liability, direct or indirect, resulting from any error, omission, or professional negligence in the performance of SWI's services, the liability of SWI, its employees, agents, officers, and consultants to all claimants with respect to THE PROJECT will be limited to an aggregate sum not to exceed \$50,000 or SWI's total fee for the services rendered on THE PROJECT, whichever is greater.

6. NOTIFICATION OF DEFECTS IN SERVICE

CLIENT, CLIENT's personnel, and CLIENT's contractors and subcontractors shall promptly report in writing to SWI any defects or suspected defects in SWI's work or services, in order that SWI may take prompt, effective measures which in SWI's opinion will minimize the consequences of a defect in service.

7. INDEPENDENT CONTRACTOR STATUS

CLIENT confirms that SWI is employed as an independent contractor to perform the services required under this Agreement. SWI shall be free to exercise its discretion and independent judgment as to the methods and means of performance of these services, consistent with all other requirements of this Agreement.

8. OWNERSHIP AND DISPOSITION OF DOCUMENTS

8.1 CLIENT agrees that all documents, calculations, studies, plans, maps, models, photographs, drawings, computer printouts, field notes, samples, logs, specimens, laboratory test data, and other products generated in the performance of services rendered under this agreement constitute work for hire and are and shall remain the property of the SWI.

8.2 SWI agrees that, during the performance of this Agreement, and thereafter it will not disclose to any persons, other than the CLIENT, CLIENT's authorized representatives, and those persons, organizations or agencies specifically designated in writing by CLIENT, any information pertaining to this Agreement or services rendered by SWI pursuant to this agreement except as follows:

8.3 In response to a valid subpoena or requirement under the law; however, SWI shall notify CLIENT upon receipt of the subpoena or other mandate in order to give CLIENT time to protect the confidentiality of the materials sought; and

8.2.2 Under circumstances where, in SWI's professional judgment, the performance of the duties under this agreement discloses a serious threat to the public health, safety of welfare, and the CLIENT after being notified of the threat refuses to, or does not take appropriate action within a reasonable time, then SWI has a professional obligation to notify the appropriate Regulatory Agency of the specific nature of the public threat.

9. DELIVERY OF ELECTRONIC FILES

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant.

The Client and the Consultant agree that any electronic files furnished by either party shall conform to the specifications listed in Exhibit A. Any changes to the electronic specifications by either the Client or the Consultant are subject to review and acceptance by the other party. If the Consultant is required to expend additional effort to incorporate changes to the electronic file specifications made by the Client, these efforts shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of seven (7) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic files shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be

accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Consultant or from any reuse of the electronic files without the prior written consent of the Consultant.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

10. ACTS OR OMISSIONS OF OTHERS

SWI shall not be responsible for acts or omissions of any other party or parties involved in planning or designing of any project(s) for construction on THE SITE or the failure of any contractor or subcontractor to construct any item on THE SITE in accordance with recommendations contained in any issued by SWI. SWI, by the performance of services hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to any project(s) on THE SITE customarily vested in project architects, design engineers, or any other design agencies or authorities.

11. RELIANCE ON PUBLIC RECORDS OR OTHER NON-SWI REPORTS AND DATA

Unless otherwise described in "SCOPE OF SERVICES", SWI accepts no responsibility for the correctness or accuracy of data or conclusions contained in public records, reports or other documents which were not published by SWI, but which are discovered by SWI in performance of the services required by this Agreement. CLIENT waives any claim against SWI, and agrees to defend, indemnify and hold SWI harmless from any claim or liability for injury or loss allegedly arising from errors, omissions or inaccuracies in such public records or in such other reports or documents.

12. SITE ENTRY

CLIENT will furnish right of entry onto THE SITE for SWI to make the necessary field studies.

13. MEDIATION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

14. LITIGATION BETWEEN AGREEMENT PARTIES

In the event of litigation or arbitration between the parties to this Agreement, all reasonable costs and attorney's fees to enforce this Agreement incurred by the prevailing party shall be reimbursed by the non-prevailing party.

SWI and its subcontractors shall comply with all existing applicable laws and regulations under this Agreement; however, laws or ordinances enacted after the signing of this Agreement may increase SWI's cost of performing services included in this Agreement by requiring modifications of or additions to SWI's work, facilities or equipment. CLIENT shall reimburse SWI for such increased cost.

15. SUBPOENAS

CLIENT is responsible, after notification, for payment of time and expenses resulting from SWI's required response to subpoenas issued in conjunction with SWI's work. Compensation will be based on schedules in effect at the time the subpoena is served.

16. COMPLIANCE WITH LAWS

SWI and its subcontractors shall comply with all existing applicable laws and regulations under this Agreement; however, laws or ordinances enacted after the signing of this Agreement might increase SWI's cost of performing services included in this Agreement by requiring modifications of or additions to SWI's work, facilities or equipment. CLIENT shall reimburse SWI for such increased cost in proportion to the amount of the cost attributable to SWI's performance of services on THE PROJECT.

17. INDEMNITY

CLIENT and SWI do hereby indemnify and hold each other harmless from damage to property of whatsoever kind and nature, and injury to persons, including death, occasioned by the negligent or willful acts, errors or omissions of the indemnifying party, arising out of, or in any way connected to this Agreement.

18. NOTIFICATION OF HAZARDOUS SUBSTANCES

CLIENT hereby warrants that, if it knows or has any reason to assume or suspect that hazardous substances may exist at THE SITE, CLIENT has so informed SWI.

19. DISCOVERY OF UNANTICIPATED HAZARDOUS SUBSTANCES

SWI and CLIENT agree that the discovery of unanticipated hazardous substances constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. SWI agrees to notify CLIENT as soon as practically possible should unanticipated hazardous substances or suspected hazardous substances be encountered. SWI is hereby authorized to take such emergency measures, if any, that are necessary in SWI's professional opinion to immediately protect the health, safety and welfare of the public and SWI's personnel, and/or the environment and CLIENT agrees to compensate SWI for such emergency work. Thereafter, CLIENT and SWI will negotiate to change the scope of services hereunder to include said emergency work. In addition, CLIENT waives any claim against SWI, and agrees to indemnify, defend and hold SWI harmless from any claim or liability for injury or loss arising from SWI's encountering unanticipated hazardous substances or suspected hazardous substances. CLIENT also agrees to compensate SWI for any time spent and expenses incurred by SWI in defense of any such claim, with such compensation to be based upon SWI's prevailing fee schedule and expense reimbursement policy.

20. PAYMENT

CLIENT shall pay SWI in full for all services under the Agreement and executed written Change Orders, irrespective of any claim by CLIENT to third parties for compensation for additional work conducted by SWI. Any such claim shall in no respect delay payment of fees for services performed by SWI. Standard hourly rates are subject to change as current year expires.

21. TERMINATION

- 21.1 This Agreement may be terminated by either party giving not less than ten (10) days written notice to the other party specifying a substantial failure to perform in accordance with the terms of the Agreement through no fault of the terminating party, provided that the terminating party is in full compliance with the Agreement at the time of the notice of termination.
- 21.2 Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice.
- 21.3 In the event of termination for any reason prior to completion of all reports contemplated by the Agreement, SWI reserves the right to complete such analyses and records as are necessary to place their files in order and, where considered necessary by them to protect their professional reputation, to complete a report on the services performed to date.

22. TERMINATION CHARGES

- 22.1 If this Agreement is terminated and the termination is due to substantial failure of CLIENT to perform in accordance with the Agreement through no fault of SWI, CLIENT shall pay SWI for services performed to the termination date plus termination charges.
- 22.2 Termination charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs that are directly attributable to termination. At the option of SWI an additional termination charge, not to exceed thirty percent (30%) of all charges incurred up to the date of termination may be made to cover the cost of completing analyses, records and reports in accordance with 21.3 of these Terms and Conditions.

23. SUSPENSION OF SERVICES

- 23.1 CLIENT may, upon ten (10) days written notice, suspend further performance by SWI at any time.
- 23.2 If CLIENT's payment of statements is delinquent, SWI may, upon ten (10) days written notice, suspend further performance until such payment is restored to a current basis.
- 23.3 At the option of SWI, suspension for any reason exceeding thirty (30) days shall make this Agreement subject to termination or renegotiation.
- 23.4 All suspensions shall extend this Agreement's completion date commensurately.
- 23.5 In the event of suspension of services for any reason prior to completion of all reports contemplated by the Agreement, SWI reserves the right to complete such analyses and records as are necessary to place their files in order and, where considered necessary by them to protect their professional reputation, to complete a report on the services performed to date.

24. SUSPENSION CHARGES

- 24.1 If SWI's performance is suspended for any reason, CLIENT shall pay SWI for services performed to the suspension notice date plus suspension charges.
- 24.2 Suspension charges shall include personnel and equipment rescheduling and/or reassignment adjustments, all other related costs indirectly attributable to suspension, and charges for completing analyses, records and reports in accordance with 21.5 of these Terms and Conditions.

25. DELAYS

- 25.1 Delays resulting from acts of God or from factors beyond the reasonable control of the parties, or from the action or inaction of

CLIENT shall extend this Agreement completion date commensurately.

- 25.2 CLIENT shall pay SWI for services performed to the delay commencement date plus delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs indirectly attributable to such delays.

26. ASSIGNS

Neither CLIENT nor SWI may delegate, assign or transfer his duties or interest in this Agreement without the written consent of the other party.

27. BETTERMENT

If, due to SWI's error, any required item or component of the PROJECT is omitted from SWI's construction documents, SWI shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the PROJECT or otherwise adds value or betterment to the PROJECT. In no event shall SWI be responsible for any cost or expense that provides betterment, upgrade or enhancement of the PROJECT.

28. CONSTRUCTION OBSERVATION

- 28.1 SWI shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and SWI, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow SWI, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, SWI shall keep the Client informed about the progress of the Work and shall endeavor to guard the Client against deficiencies in the Work.

If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by SWI as Additional Services in accordance with the terms of this Agreement.

SWI shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected neither by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

SWI shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. SWI does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

- 28.2 SWI shall not be responsible for as-built certifications requested by the CLIENT, regulatory agencies or other third parties unless SWI has conducted the as-built field surveys and has conducted adequate construction observation services to certify to the accuracy and quality of the construction.

SHEPHARD-WESNITZER, INC. - 2017 HOURLY RATES

STANDARD RATE SCHEDULE

E-5	ENGINEER 5.....	\$175/HOUR
E-4	ENGINEER 4.....	\$160/HOUR
E-3	ENGINEER 3.....	\$140/HOUR
E-2	ENGINEER 2.....	\$125/HOUR
E-1	ENGINEER 1.....	\$110/HOUR
EIT-4	ENGINEER IN TRAINING.....	\$110/HOUR
EIT-3	ENGINEER IN TRAINING.....	\$100/HOUR
EIT-2	ENGINEER IN TRAINING.....	\$95/HOUR
EIT-1	ENGINEER IN TRAINING.....	\$90/HOUR
CADD-4	CADD DESIGNER.....	\$105/HOUR
CADD-3	CADD DESIGNER.....	\$95/HOUR
CADD-2	CADD DESIGNER.....	\$80/HOUR
CADD-1	CADD DESIGNER.....	\$60/HOUR
CAD-4	CAD DRAFTER.....	\$80/HOUR
CAD-3	CAD DRAFTER.....	\$70/HOUR
CAD-2	CAD DRAFTER.....	\$60/HOUR
CAD-1	CAD DRAFTER.....	\$50/HOUR
A-1	CLERICAL.....	\$65/HOUR
RLS	REGISTERED LAND SURVEYOR, PROJECT MANAGER.....	\$135/HOUR
RLSPC	REGISTERED LAND SURVEYOR, PARTY CHIEF.....	\$115/HOUR
LSIT	LAND SURVEYOR IN TRAINING, PARTY CHIEF.....	\$85/HOUR
NRL	NON-REGISTERED LAND SURVEYOR, PARTY CHIEF.....	\$95/HOUR
T-4	CONSTRUCTION INSPECTION TECHNICIAN.....	\$105/HOUR
T-3	PROJECT COORDINATOR.....	\$90/HOUR
INT -1	INTERN.....	\$50/HOUR
	MARKETING DIRECTOR.....	\$64/HOUR
	GIS COORDINATOR.....	\$95/HOUR
	INSTRUMENT PERSON.....	\$60/HOUR
	GPS RECEIVER.....	\$30/HOUR PER RECEIVER
	ROBOTIC TOTAL STATION.....	\$25/HOUR
	ARCHIVE FILE RESEARCH.....	\$60/HOUR, 1 HOUR MINIMUM

Outside Services.....COST + 10%

PRINTS

BOND.....	\$2.75EACH
VELLUMS.....	\$5.00EACH
MYLAR.....	\$6.00EACH

PLOTS

BOND.....	\$5.00EACH
VELLUM.....	\$10.00EACH
MYLAR.....	\$10.00EACH
COLOR PLOTS/BOND.....	\$15.00EACH
XEROX.....	\$.09EACH
CD'S.....	\$5.00EACH

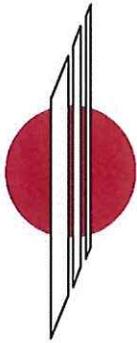
MILEAGE \$0.65 PER MILE

For any and all services related to litigation or other legal proceedings two times our Standard rates

WORK OUTSIDE NORMAL BUSINESS HOURS WILL BE CHARGED AT 1½ TIMES HOURLY RATE. PAYMENT IS DUE UPON RECEIPT OF MONTHLY BILLINGS AND INVOICES ARE DELINQUENT THIRTY (30) DAYS AFTER DATE OF INVOICE. WORK IN PROGRESS WILL BE BILLED MONTHLY FOR PORTIONS COMPLETED AND UPON JOB COMPLETION FOR FINAL BALANCE. IF PAYMENTS ARE NOT MADE IN FULL PRIOR TO DELINQUENCY, THE CLIENT AGREES TO PAY INTEREST ON THE UNPAID AMOUNT AT THE RATE OF 2% PER MONTH FROM DELINQUENCY DATE. ALL PAYMENTS RECEIVED

EXHIBIT A
SHEPHARD-WESNITZER, INC.
ELECTRONIC FILE SPECIFICATIONS

FILE TYPE	FILE FORMAT
Text Document	Microsoft Office Word 2010
Spreadsheet	Microsoft Office Excel 2010
Database	Microsoft Office Access 2010
Project Scheduling	Microsoft Office Project 2003
Meeting Notification	Microsoft Office Outlook 2010
Presentations 2010	Microsoft Office PowerPoint
Drawing Files V8i	AutoCad 2012 or Microstation
Geographic Information Systems 2012	ESRI ArcInfo or AutoCad Map
Storm Drain Analysis	Bentley StormCAD
Water System Analysis	Bentley WaterCAD
Sewer System Analysis	Bentley SewerCAD
Culvert Analysis	Bentley CulvertMaster
Open Channel Analysis	Bentley FlowMaster
Pond Routing Analysis	Bentley PondPack



**CARUSO
TURLEY
SCOTT**
structural
engineers

**STRUCTURAL
ENGINEERING
EXPERTS**

PARTNERS

Richard Turley, SE
Paul Scott, SE, PE
Sandra Herd, SE, PE, LEED AP
Chris Atkinson, SE, PE, LEED AP
Thomas Morris, SE, PE, LEED AP
Richard Dahlmann, SE, PE
Troy Turley, SE, PE, LEED AP
Brady Notbohm, SE, PE

**PROFESSIONAL
REGISTRATION**

50 States
Washington D.C.
U.S. Virgin Islands
Puerto Rico
Guam

June 6, 2018

Mr. Enrique Maciá
CGL COMPANIES
5200 Blue Lagoon Drive, Suite 430
Miami, FL
T: 786.409.7004
E: emacia@cglcompanies.com

CLIENT INFORMATION:
CLIENT PROJECT NO.
PROJECT MANAGER
OTHER

RE: Flagstaff Courthouse New Building
101 W. Cherry Ave.
Flagstaff, AZ
CTS Job No.:

Dear Mr. Maciá:

This will confirm our fee to provide structural engineering and drafting services as required for the design of this new 40,000 SF courthouse with structural scope as follows:

- 40,000 SF, 2 to 3 story, with no basement
- Programming includes courtrooms (jury and non-jury), hearing rooms, judicial chambers, jury assembly, administrative and staff offices, security screening, conference and training rooms, court enforcement unit interview rooms, prison holding and staging areas, supply spaces.
- Anticipated steel or concrete construction
- 6 to 7 month design phase duration through CD's and 9 month construction schedule
- One submittal package including shell and TI
- Design Build delivery with Kinney Construction
- \$15 M budget including land
- 3 design meetings in Flagstaff are included, remainder to be held via conference call
- 3 site visits during construction are included
- LEED Silver certification ← **or Green Globes**
- Construction Administration includes preparation of electronic as-builts
- Drawings will be prepared in REVIT.
- If basement is added within the 40,000 SF, or as additional square footage, additional fees will be requested
- Reimbursables for mileage and deliveries is included in the fee. No submittal printing is included, as electronic submittals are anticipated.

Our **Basic Services** will be billed at a Fixed Fee as follows:

Phase:	Fee:
Schematic Design (includes one Flagstaff meeting):	\$8,400.00
Design Development (includes one Flagstaff meeting):	\$20,900.00
Construction Documents (includes one Flagstaff meeting):	\$36,000.00
Permitting:	\$1,600.00
In House Construction Administration:	\$13,100.00
On-Site Construction Administration (3 visits):	\$3,600.00
Total:	\$83,600.00
Additional site visits or meetings in Flagstaff:	\$1,200 per meeting or visit including reimbursables

Basic Services will include structural calculations, preparation of REVIT structural plans and details per the noted scope, and construction administration. Construction administration services include shop drawing review and responding to RFI type clarifications. Redesign and field repair engineering would be considered outside the scope of basic services. If the project entails multiple bid packages, phasing, or nonstandard foundations, the above budget shall be adjusted accordingly.

Reimbursable Expenses for mileage and deliveries are included in this fee.

1215 W. Rio Salado Pkwy.
Suite 200
Tempe, AZ 85281
T: (480) 774-1700
F: (480) 774-1701
www.ctsaz.com



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

At the commencement of engineering services, a "Preliminary Notification" may be forwarded to the property owner and/or tenant. The "Preliminary Notification" is not a lien, but state law requires the distribution of a "Preliminary Notification" issued at the commencement of engineering services to maintain the option of filing a lien for nonpayment of engineering services at a future date. This "preliminary notification" is customary and routine in the construction industry and informs the recipient of their legal rights and obligations. Payments for Services as described above shall be made upon the presentation of the Engineer's invoice based on time expended. Interest at 1.5% per month, compounded monthly, will be paid on all invoices after 30 days from billing date. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorney fees. In the event that any portion of the account remains unpaid 30 days after billing, this office may, without waiving any claim or right, and without liability whatsoever to the Client, suspend or terminate the performance of all services. **If this contract meets with your approval, please sign, date and e-mail (bkelly@ctsaz.com) back to our office for authorization to proceed.**

Respectfully Submitted By:
CARUSO TURLEY SCOTT INC.

Accepted By:
CGL COMPANIES

Sandra J. Herd, SE, PE, LEED AP
Partner | Project Manager

Name: _____
Title: _____
Date: _____



June 6, 2018

Rick Maciá
CGL Companies
5200 Blue Lagoon Drive, Suite 430
Miami, Florida 33126
P: 786.409.7004 C: 305.322.1423

**Re: City Court Facility - City of Flagstaff, Arizona
(ESD P18-189R1)**

Dear Rick:

Thank you for this opportunity to offer our mechanical, plumbing, and electrical engineering services for a new City Court Building through the design-build delivery method with Kinney Construction Services/CGL Companies. We understand ESD is to work directly for CGL Companies. The project description and scope of services is in accordance with the Project Definition and Scope of Services within the RFQ (RSOQ # 2018-63, Project No. 03-18007) prepared by the City of Flagstaff in March of 2018 and our phone conversation on May 31.

A. PROJECT DEFINITION:

1. Building Description:

- a. The project consists of a new 30,000 to 40,000 square foot City Court Building for the City of Flagstaff and associated site improvements and parking. The building will contain the following elements:
 - (1) Courtrooms (jury and non-jury),
 - (2) Hearing rooms,
 - (3) Judicial chambers,
 - (4) Jury assembly and deliberation space,
 - (5) Court administration offices,
 - (6) Supporting staff offices,
 - (7) Security screening,
 - (8) Customer service transaction area,
 - (9) Lobby,
 - (10) Conference room,
 - (11) Training room,
 - (12) Court enforcement unit with interview rooms,
 - (13) Prisoner holding and staging areas,
 - (14) Supporting spaces such as
 - Mail/copy room,
 - Janitorial closet,
 - IT/telephone closet,
 - Mechanical room,
 - Public and staff toilets.
 - (15) Well-defined office space for the prosecution division of the City Attorney's Office.

2. On-grade parking. Stall amount to be determined.

3. The City of Flagstaff's total capital budget estimate for this project is currently \$16 M, of which approximately \$15M is available for construction.
4. This project is to be a LEED® Silver Certified minimum. ← or Green Globes

B. BASIS FOR PROPOSAL

1. The project will use a design-build delivery system. ESD will contract with CGL Companies who will in-turn contract with Kinney Construction Services, Inc. (KCS).
2. Building sanitary and rainwater drain piping, and natural gas and domestic water piping shall extend to a point approximately 5'-0" outside the building. Continuation of that piping, on the site, is not the responsibility of ESD.
3. All existing utilities serving the site are presumed adequate for the new building(s) (e.g. no booster pumps are required, etc.)
4. ESD has no obligation to prepare estimates of probable construction costs.
5. The design and installation of security, data, telephone and audio-visual systems is the responsibility of others. ESD is responsible only for designs related to accommodations for these systems (no wiring) – i.e. empty conduits, outlet boxes, power, based on device locations and related input being furnished to ESD. ← Low voltage design by CGL
6. There will be no food preparation, so no kitchen hoods are included in the design.
7. The design phase and construction documents completion dates are TBD.
8. The Architect will furnish to ESD surveys of existing utilities at the site.
9. ESD has not included any work related to relocation of existing on-site facilities, nor the demolition of existing installations on the site.
10. The Architect will furnish to ESD all special lighting design input, including related controls and specifications.
11. ESD will provide preliminary coordination with APS for early design parameters and service. KCS has the responsibility for final coordination with the electric power, telephone and natural gas utility companies, and will provide required design input to ESD.
12. The Architect will furnish all necessary electronic drawing (CADD) files as required for ESD to complete its design and preparation of mechanical, electrical and plumbing drawings and specifications. Typically, drawing files required by ESD include but are not limited to floor plans, elevations, reflected ceiling plans, and building sections. All electronic drawing files provided to ESD shall be in a format that is readily usable by ESD without extensive modifications. ESD will furnish information regarding its CADD standards, layering conventions, etc.
13. Design documents for critical locations shall be prepared in REVIT format (Version 200) which shall be issued for coordination on "major" items of equipment and installations. Construction Documents will be prepared in AutoCAD format.
14. There is no requirement to prepare demolition drawings.

C. SYSTEMS DESCRIPTIONS

1. Mechanical
 - a. Building Systems
 - (1) VRF Split System

- Variable Refrigerant Flow Air-cooled DX heat-pump systems with multiple indoor fan-coil units and remote condensing units, interconnecting refrigerant piping, and complete air distribution; with energy recovery units for outside air introduction.
- b. Computer Room Environmental Units if required for data IDF rooms.
 - c. Heating boiler for outside air system.
 - d. Exhaust ventilation systems for toilet rooms as required.
 - e. Mechanical equipment room refrigerant leak detection and ventilation system where required.
 - f. Metering for Measurement and Verification per LEED® requirements.
 - g. Controls
 - Energy management and control system, with communication between all system components, and with Operator Work Station, standard and project specific software, programming, graphics, and all required controllers, etc. Specific features to be confirmed in discussions with the Owner/system operator.
2. Plumbing
- a. Sanitary waste and vent piping system(s).
 - b. Roof rainwater drainage piping system.
 - c. Domestic water distribution piping system.
 - d. Domestic water heating equipment consisting of electric water heaters for restrooms coffee bars and other tenant needs.
 - e. Metering for Measurement and Verification per LEED® requirements including water, gas and solar hot water.
 - f. Plumbing fixtures and water coolers.
3. Fire Protection
- a. Performance specification for automatic fire sprinkler system(s) throughout the building which will include design criteria requirements for design by contractor, and submittal requirements. ESD drawings will indicate locations for sprinkler riser, standpipes, and other specific system design features.
4. Electrical
- a. Service entrance and metering, and electrical power distribution throughout the site originating at the secondary terminals of the transformer(s) which are provided by the utility company.
 - b. Metering for Measurement and Verification per LEED® requirements including in gear metering, panels, plug loads, lighting loads and mechanical loads.
 - c. Complete building lighting and power systems for general purpose outlets, and accommodations for equipment.
 - d. Complete building lighting systems, including emergency lighting and control, with non-building standard lighting design input provided by your office.
 - e. Site lighting including parking lot walkways/hardscape, on-building and signage.

- f. Site security lighting with photometric evaluations for selected fixtures.
- g. Power accommodations for IDF room and any Owner-furnished equipment.
- h. Power quality (i.e. non-linear loading K-rated transformers, TVSS) features as defined by the City of Flagstaff.
- i. Power for fire alarm control panel. All fire alarm design is by others.
- j. Empty conduit and provisions (power, junction boxes, panels, etc.) for telephone, security, data, MCTV, paging, and audio-visual systems. System equipment and cabling is the responsibility of other than ESD. by CGL
- k. Accommodations only for data and telephone system installations, consisting of conduits into the main telephone room from a point 5'-0" outside of the building, to local distribution rooms, and from distribution rooms into ceiling space (no cabling). Owner will provide site conduit bank definitions for inclusion in ESD site plan.
- l. Special grounding as required for the telecommunications systems.
- m. SES and main conduit pathway for turnkey design and installation of photovoltaic solar at roof and parking canopies.

D. SCOPE OF SERVICES

- 1. General
 - a. Compliance with current interpretation of applicable codes during the project design phase.
 - b. Coordinate with you and other design team members.
- 2. Programming & Concept Plan Refinements
 - a. Participate in development of Preliminary LEED® Score Card.
 - b. Participate in Design Builder Estimate Support And VE Participation.
- 3. Schematic Design
 - a. Provide MP&E (System Narratives, Major Equipment Locations on Plan, ID APS Power Needs).
 - b. Assist with Dry Utilities - Site Power and Telecom Diverse Feed Concepts.
 - c. Provide MP&E Basis of Design Narrative.
 - d. Provide VRF and 100% OA Unit Evaluations.
 - e. One team meeting is included.

4. Design Development
 - a. Develop Specifications
 - b. Develop Special Systems design to Schematic Level.
 - c. Refine MP&E Basis of Design Narrative.
 - d. Participate in LEED® Score Card Update.
 - e. Preliminary Energy Model.
 - f. One team meeting is included.
5. Construction Documents
 - a. Specifications – Push Balance of Specs to 100%, Owner Participates In Edits of Controls sequences.
 - b. Finalize Energy Model.
 - c. Participate in LEED® Score Card Update.
 - d. Prepare MPE sections of Design Phase LEED® Submittal.
 - e. Final coordination with other design team members.
 - f. Prepare 95% Construction Document package for coordination and Owner's review.
 - g. Complete construction documents consisting of drawings and specifications for submission to the Building Department and for bidding, including compliance documentation for energy codes, etc. Documents shall have professional engineers' seals.
6. Construction Phase ← CA not included
 - a. Make scheduled periodic visits to the site of the construction to observe the progress of the work, and its compliance with the Contract Documents. The result of all site visits shall be documented in observation reports. We have allowed for 4 man-visits by mechanical/plumbing, 4 man-visits by electrical engineer including a final punchlist walk. This totals to 8 man-visits. These visits will be scheduled as appropriate to the phase of the work and as pre-agreed upon by the Design Builder and Owner with field observation reports.
 - b. RFIs, submittals, LEED® documentation support alongside Design Builder's Project Engineer.
 - c. No O&M review.
 - d. MPE punch list development & management (Bluebeam encouraged).
 - e. Review requested submittals and shop drawings, including fire protection system design drawings, for general conformance to the Contract Documents.
 - f. In-office activities related to communication with contractors, responding to proposal requests, requests for information, etc.
 - g. Incorporate contractor markups ("Record Drawings") of the completed work into Contract Document drawings, and issue record drawings.

Note: ESD has no responsibility relative to the accuracy or thoroughness of the contractor mark-ups. ESD can perform activities to confirm the accuracy of the record drawing contractor markups for an additional services fee.

E. BASIC SERVICES FEES

1. Schematic Design Phase	\$ 50,000
2. Design Development Phase	\$ 85,000
3. Construction Document Phase	\$ 85,000
4. Construction Phase	\$ 30,000
TOTAL	\$ 250,000

F. LEED® SERVICES

or Green Globes

1. Energy Modeling/Analysis	\$ 15,000
2. Templating/Required Submittal Information	\$ 5,000
TOTAL	\$ 20,000

3. Additional site visits during construction with field reports are to be billed at \$1,800 per visit plus \$150 trip charge for a total of \$1,950 per visit.
4. Expenses
 - a. The following expenses are included in the above fees: In-house coordination reproduction, and reproduction to facilitate design coordination with out-of-house members of the design team (i.e. architect, structural and civil engineers).
 - b. All other costs are reimbursable at the rates outlined in the Additional Services section below.

G. ADDITIONAL SERVICES

1. ESD will submit a written description of all work with an estimated fee, which is not specifically defined as a part of Scope of Services, including requested revisions to work which has previously been completed. These additional services will be performed only after ESD has received written authorization from you to proceed with this work as defined.
2. The following items are considered as additional services:
 - a. Survey of existing conditions (as-measured investigation).
 - b. Analysis and/or design of alternate systems, after initial evaluation has been completed, and designs of selected systems have been commenced.
 - c. Application and presentation of variances to the Building Department.
 - d. Review of prior approvals during the Bidding Phase, to determine if alternate equipment is equal to specified items.
 - e. Estimates of probable construction costs.
 - f. Work related to demolition or modification of existing installations at the site.
 - g. Revisions and/or redesign to work which has already been completed (in the Construction Document phase).
 - h. Revisions in scope of work, as previously defined.
 - i. "Value Engineering", involving the evaluation of alternative materials and methods of construction.
 - j. Studies.
 - k. Evaluation and response to design review by another owner's consultant.

- l. Additional meetings, beyond which is previously stated.
 - m. Exterior on-site plumbing and fire protection utility systems (from a point approximately 5'-0" outside the building) including the following:
 - (1) Storm water drainage and provisions for on-site retention.
 - (2) Sanitary sewer.
 - (3) Domestic water.
 - (4) Landscape irrigation.
 - (5) Fire protection water and fire hydrants.
 - (6) Natural gas.
 - n. On-site storm water retention pumping system, and related electrical power (even if within the building).
 - o. Any other systems, features and services not specifically defined in the preceding "Systems Descriptions" and "Scope of Services" sections.
 - p. Additional site visits and involvement during the construction phase, due to extension of duration of construction, beyond which is previously stated.
 - q. Redesign to reduce construction costs, unless otherwise agreed to in writing.
 - r. Instruction of owner and operating personnel after or during the construction phase.
 - s. Preparation of operating and maintenance manuals.
 - t. Preparation of record drawings with associated CAD costs.
 - u. Systems commissioning – performance verification.
 - v. "Fast Track" multiple construction document package approach.
 - w. Street Lighting.
 - x. If extensive modifications by ESD are required to reconfigure required electronic drawing files into a format that is usable by ESD, such work will be considered additional services and billed on an hourly basis. *(Note: extensive drawing file modifications may result in delay of project schedule.)*
3. Where the fee arrangement is based upon an hourly basis, or extra work is required due to a change in project scope, the hourly rates shall be those that prevail at the time services are rendered. Current calendar year rates for this agreement are as follows:

CA services will be part of GMP

HOURLY RATES

Sr. Principal Engineer	\$ 260.00/hour
Principal Engineer	\$ 200.00/hour
Sr. Project Engineer	\$ 180.00/hour
Project Engineer	\$ 160.00/hour
Designer III	\$ 140.00/hour
Designer II	\$ 105.00/hour
Designer I	\$ 90.00/hour
Testing/Balancing Technician	\$ 85.00/hour
Administrative	\$ 85.00/hour

Printing, deliveries, subcontractor fees, and other reimbursable expense will be billed at cost plus
15%

Plotting Charges	\$ 1.00 per sf
Mileage	\$.50 per mile
Edited CAD Disks	\$25.00 per sheet

H. CONDITIONS OF AGREEMENT

Note: A purchase order (only) is not acceptable. The Owner/Client must sign an agreement for professional services with ESD, with specifically defined scope of services, and terms of payment, etc.

1. General

- a. ESD does not, either by entering into this Agreement or otherwise, make any warranty, either express or implied, as to any findings, recommendations, evaluations, assessments, observations, plans, specifications, pre-qualification efforts, performance verifications, or advice of ESD or to inspections, if any, performed by ESD. As to ESD, there are no warranties, express or implied, including, but not limited to, any warranties of merchantability or fitness for a particular purpose or system integration, except as may be separately agreed by ESD in writing, for any services provided pursuant to this Agreement. The Owner/Client shall be solely responsible for the use, efficiency, and suitability of such services, as ESD shall have no liability therefore. Owner/Client further acknowledges that Owner/Client has worked collaboratively with ESD concerning ESD's provision of services pursuant to this agreement and has been active in all decisions concerning such services.
- b. For projects involving multiple design phases, it is mandatory that the Owner/Client provide a formal written approval of each phase and the authorization to proceed to the next phase, before ESD will proceed. This written approval signifies that the represented design approaches are appropriate, and that the related construction costs are within their budget.
- c. The Owner/Client shall provide a construction budget, and an explanation of the construction cost control process shall be provided to ESD at the beginning of the project's design phase so as to avoid any necessity for redesign.
- d. It is mandatory that all Owner/Client and design team members be responsible for their respective obligation relative to furnishing required input to ESD in a timely manner, so as to enable ESD to comply with project milestone completion dates. A project activity schedule with milestone dates shall be developed with input and agreement from ESD and all other team members at the beginning of the design phase(s) to establish responsibilities of all participants.
- e. ESD will endeavor to meet the defined design phase milestone dates, however because factors beyond ESD's control may affect ESD's work process, ESD makes no warranty that the design phase services will be completed on the defined milestone dates nor that the construction work will commence as originally scheduled.
- f. You will furnish a copy of any "prime" agreements/contracts (i.e. Owner/ Architect, Owner/Contractor).
- g. ESD's services will represent the care and skill ordinarily used by members of ESD's profession, when practicing under similar conditions, at that time, and in the same geographic locality, which is stated as the "Standard of Care".

- h. ESD's responsibilities are only as specifically hereinbefore defined and stated, and are not undefined "expectations" of the Owner and/or Architect.
- i. When the plans and specifications of this project are delivered to the Owner upon completion of work, the Owner agrees to hold harmless, indemnify and defend the design professional against all damages, claims and losses, including defense costs arising out of the reuse of the plans and specifications, without the written authorization of ESD. ESD agrees to be responsible for our own or our employee's negligent acts, errors or omissions.
- j. ESD agrees that its use of electronic drawings files, furnished by the Architect, shall be limited to design and preparation of mechanical, electrical, and plumbing drawings for this project and that the files will not be used for any other purposes.
- k. All drawings, specifications, and other work produced for this project are instruments of services for this project only, and shall remain the property of Energy Systems Design, Inc.
- l. ESD shall be furnished with one complete set of documents for each project phase, within 5 days after they have been submitted to you.
- m. Sealed original reproducible drawings are the contract documents, and instruments of services for this project.
- n. ESD's Electronic files shall not be edited by other than ESD. You agree to indemnify and hold harmless ESD for any subsequent use and/or modification of electronic files, for other than the original intent, as indicated on the sealed original reproducible drawings.
- o. Other General Terms:

Attorneys' Fees. In the event suit is brought (or arbitration instituted) or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any money due hereunder, or to collect money damages for breach hereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

Notices. Any notice to any party under this Agreement shall be in writing and shall be effective on the earlier of (i) the date when received by such party, or (ii) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to the address of such party set forth herein, or to such other address as shall have previously been specified in writing by such party to all parties hereto.

Governing Law. This Agreement shall be deemed to be made under and shall be construed in accordance with and shall be governed by the laws of the State of Arizona and (subject to any provision in this Agreement providing for mandatory arbitration) to enforce any provision of this Agreement or to obtain any remedy with respect hereto may be brought in Superior Court, Maricopa County, Arizona, and for this purpose each party hereby expressly and irrevocably consents to the jurisdiction of said court.

Construction of Agreement. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against any party. The neuter gender includes the masculine and feminine. It is mutually agreed that in the event any term, covenant or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of any

such term, covenant or condition shall in no way affect any other term, covenant or condition herein contained.

Captions. Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant in construing this Agreement.

Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement; and the remaining portions of the Agreement shall remain in full force and effect.

Additional Acts and Documents. Each party hereto agrees to do all such things and take all such actions and to make, execute and deliver such other documents and instruments as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.

Authority. Each of the parties hereto represents and warrants to each other party hereto that this Agreement has been duly authorized by all necessary action and that this Agreement constitutes and will constitute a binding obligation of each such party.

Integration Clause; Oral Modification. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto are revoked and superseded by this Agreement, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed, modified or rescinded except in writing signed by all parties hereto, and any attempt at oral modifications of this Agreement shall be void and of no effect.

Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and assigns, but in no event shall any party be relieved of its obligations hereunder without the express written consent of each other party.

I. INSURANCE AND RISK ALLOCATION

1. General Risk Insurance: ESD agrees to maintain insurance as will protect CGL Companies from claims under the Worker's Compensation Laws and from General Liability claims for bodily injury, or death, or property damage which may arise from the negligent performance by its employees in the functions and services required under this Agreement.
2. Standard of Care: ESD will provide in connection with the services contemplated herein the standards of care, skill and diligence normally provided by a professional engineer in the performance of the same or similar services. In the event ESD fails to provide such standards of care, skill and diligence, ESD will correct any such deficient services. In no event shall ESD have any liability for other damages including those as outlined below. ESD shall not be responsible for the methods, acts or omissions of CGL Companies personnel, nor for construction means, methods or safety precautions in connection with the work.
3. Professional Liability Insurance: ESD agrees to maintain Professional Liability Insurance to protect CGL Companies from ESD's negligent acts, errors or omissions of a professional nature.
4. The Client and ESD mutually agree, to the fullest extent permitted by law, to indemnify and hold each other (and each other's employees, agents, consultants, and anyone whose acts may be attributable to them) harmless against any and all damages, liabilities, injuries, claims, or costs, including reasonable attorneys' fees and defense costs, arising from their

own negligent acts in the performance of their services under this Agreement, but only to the extent that each party is found responsible for such damages, liabilities and costs on a comparative basis of fault by a court or arbitrator of competent jurisdiction.

5. In recognition of the relative risks, rewards and benefits of the project to both the Client and ESD, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, ESD's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses, including any attorneys' fees, costs, expert witness fees and costs, and other costs of defense arising out of this Agreement from any cause or causes, shall not exceed ESD's fee or \$1,000,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

I. PAYMENT TERMS AND CONDITIONS

1. Invoices will be submitted to you monthly so that you may readily relate our charges to the work performed. If you have any questions regarding an invoice or services rendered, please contact our office. If you do not comment within 10 days of invoice date, we will assume that you have received the invoice and found it acceptable.
2. Accounts past due will incur a finance charge of 1.5% per month (18% APR). All payments received will be applied first to interest with the balance applied to the outstanding invoice amount. Any costs incurred for collection including reasonable attorneys' fees, shall be borne by you.
3. Payment shall be received by ESD within 30 days after the invoice date.

J. TERMINATION OF AGREEMENT

1. If the project is abandoned by the Architect because of the Owner's abandonment of the project for more than 90 consecutive days, ESD may terminate this Agreement by giving written notice.
2. This Agreement may be terminated by either party upon not less than seven (7) days written notice, should the other part fail substantially to perform in accordance with the terms of this Agreement.

Please sign below, indicating your agreement to the statements and conditions of this proposal, and return a copy to ESD.

Sincerely,

Energy Systems Design, Inc.
Mo Ardebili, PE, LEED® AP
CEO | Founder

ACCEPTED:

For: _____
By: _____
Title: _____
Date: _____