



April 23, 2020

**Dennis York**

Director of Purchasing, Contracts, and Warehouse Services  
Casa Grande Elementary School District  
220 W. Kortsen Road  
Casa Grande, AZ 85122  
[Dennis.york@cgesd.org](mailto:Dennis.york@cgesd.org)

**PROJECT DESCRIPTION:**

LOCATION: Casa Grande Elementary School District  
**Mesquite Elementary School**  
**129 N. Arizola Road**  
**Casa Grande, Arizona 85122**

PROJECT DATA: Project includes the assessment and design for the weatherization of the Middle School. This proposal includes the following services listed below:

1. Building Envelope Consulting
2. Wall assessments and RILEM testing
3. Development of Assessment Report.

**1GPA Contract: 18-21P-02 – Architectural Services**

**SCOPE OF SERVICES:**

**Phase 1: Wall Assessments and Testing**

1. Perform visual assessment of walls and openings
2. Perform and document RILEM testing

Architechnology, Inc.  
5229 North 7<sup>th</sup> Avenue, Suite 101  
Phoenix, Arizona 85013

Phone 602.347.5226

email [patprince@ArchitechnologyAz.com](mailto:patprince@ArchitechnologyAz.com)

3. Provide report of findings and recommendations

**Phase 2: Construction documents (future proposal or by others)**

1. Field verify existing conditions
2. Develop as-built elevations and details as required.
3. Develop plans and specifications for the recommended modifications and repairs based on information identified in the assessment.

**Phase 3a: Construction Oversight (future proposal or by others)**

1. Perform QA/QC to verify work is compliant with roof plans and details.
2. Perform QA/QC to verify work is compliant with specifications and submittals.
3. Document issues discussed in meetings and distribute to the Owner and Architect's consultants.
4. Prepare and distribute observation reports.
5. Attend punchlist walk.

**Phase 3b: Construction Administration (future proposal or by others)**

1. The Consultant shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. Attend pre-construction conference, submittal reviews, inspections and closeout report.
2. The Architect/Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect/Consultant shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect/Consultant shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

3. Except as may otherwise be provided in the Contract Documents, or when direct communications have been specially authorized, communications by and with the Architect's consultants shall be through the Architect/Consultant.
4. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations and the site as provided in Subparagraph 2 and on the data comprising the Contractor's Applications for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the work is in accordance with the Contract Documents.
5. The foregoing representations are subject to an evaluation of the work for conformance with the Contract Documents upon Substantial Completion to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.
6. The Architect shall review and approve or take other appropriate action upon Contractor's submittal such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittal is not conducted for the purpose of determining the accuracy and completeness of their details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment of systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents. This proposal includes weekly sites visits during construction.
7. Interpretations and decisions of the Architect shall be consistent with the intent and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings.
8. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents as long as Owner consent is obtained in matters resulting in a change of contract price.

9. The Architect/Consultant shall render written decisions within a reasonable time on all claims, disputes or other matters in question.

### **SERVICES INCLUDE:**

1. Building Envelope Consulting
2. RILEM testing
3. Prepare and submit report on findings.

### **SERVICES NOT INCLUDED:**

1. Municipal / Departmental Fees
2. Engineering
3. Extraordinary Services Required By Any Entity (Unless Noted Before Execution of Contract)
4. Services beyond those detailed above.

### **CONSULTANT FEE SCHEDULE**

Fee Schedule shall be a fixed fee with the following criteria breakdown:

Assessment and Report	<b>\$4,550.00</b>
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### **COMPENSATION FOR ADDITIONAL CONSULTING SERVICES**

Rates will be billed at:	Administrative - \$40.00 Per Hour
	CADD Operator - \$65.00 Per Hour
	Roofing Consulting - \$85.00 Per Hour
	Project Architect - \$110.00 Per Hour
	Principal Architect - \$150.00 Per Hour

### **OTHER TERMS AND CONDITIONS**

#### **Reimbursable Expenses**

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include, but are not limited to, CADD plotting, reproductions, postage, messengers, transportation expenses and travel time if required by the Architect. These expenses shall be billed by the Architect to the Owner at one point two (1.2) times their actual cost if the agency providing such services contracts directly with the Architect. On the contrary, if the agency providing such services contracts directly with the Owner, these expenses shall not be billed through the Architect to the Owner.

## **Invoicing**

The Architect shall invoice its time and Reimbursable Expenses monthly and invoices are due and payable within thirty (30) days. There will be a service charge of twelve percent (12%) per annum on late invoices.

## **Legal Costs**

Should any legal proceeding be commenced between the parties to this Contract seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' fees which shall be determined by the court or forum in such proceeding or in separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party which dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached or consideration substantially equal to the relief sought in the action or proceeding.

## **Project Timing**

If the Project is suspended by the Owner for more than thirty (30) consecutive days the Architect shall be compensated for services performed prior to the notice of such suspension. When the Project is resumed the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

## **Termination**

This Contract may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Contract through no fault of the party initiating the termination.

## **Owner's Responsibilities**

The Owner shall provide full information, including a program which sets forth the Owner's objectives, schedule, constraints, and budget with reasonable contingencies and criteria. The Owner shall also furnish any reports, tests, surveys, inspections or other documentation or information or consultants reasonably requested by the Architect. All the foregoing shall be furnished at the Owner's expense and the Architect shall be entitled to rely upon the accuracy and completeness thereof. Owner to provide existing water pressure values and sewer depth for the plumbing engineer prior to plumbing design.

## **Ownership of Documents**

The Drawings and other documents, as instruments of service, are and shall remain the property of the Architect. They shall not be used on other projects or as the basis for drawings by others without written authorization from the Architect. Such authorization shall not be unreasonably withheld by the Architect. If authorization is granted by the Architect, the Architect shall reserve the right to require the Owner to pay a reasonable sum of Reuse Fee, and upon receipt of such fee, the Architect shall provide the Owner an electronic file of the Drawings.

### **Consultant's Marketing Signage**

Consultant shall post signage for the project subject to the Owners approval during the project.

### **Architect's Indemnification**

The Owner agrees to indemnify, defend, and hold the Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expense, including reasonable attorneys' fees and all legal expenses and fees incurred on an appeal and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities, on account of any damage to property or persons, including death, arising out of the performance or non-performance of obligations under this Contract, except to the extent the Architect is found to be liable for such damages or losses by a court of forum of the competent jurisdiction.

### **Initial Dispute Resolution**

Initial Dispute Resolution: If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise.

Note on Demand: A written demand for arbitration shall be filed with the American Arbitration Association and the other party to this Agreement within a reasonable time after the dispute or claim has arisen, but in no event after the applicable statute of limitations for a legal or equitable proceeding would have run.

Award: The arbitration award shall be final. Judgment upon the award may be confirmed in any court having jurisdiction.

Work Continuance and Payment: Unless otherwise agreed in writing, the Architect shall continue to perform under this Agreement during any arbitration proceedings. If the Architect continues to perform, the Company shall continue to make payments in accordance with this Agreement.

Multiparty Proceedings: The parties agree that all parties necessary to resolve a claim shall be parties to the same arbitration proceeding. Appropriate provisions shall be included in all other contracts relating to the Project to provide for the consolidation of arbitrations.

Cost of Dispute Resolution: The prevailing party in any dispute arising out of or relating to the Agreement or its breach that is resolved by arbitration or litigation shall be entitled to recover from the other party reasonable attorneys' fee, costs and expenses incurred by the prevailing party in connection with such arbitrations or litigation.

### **Architect's Limitation of Liability**

In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and his sub-consultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect and his or her sub-consultants to all those named shall not exceed \$1,000,000.00 for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty.

### ***AGREEMENT FOR SERVICES ACCEPTED BY:***

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Dennis York  
Director of Purchasing, Contracts, and Warehouse Services  
Casa Grande Elementary School District

Date

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Pat Prince  
Senior Project Manager / Facilities Consultant  
Architechnology, Inc.

Date