



## LINKING AGREEMENT FOR COOPERATIVE PURCHASE

BROWN & ASSOCIATES CERTIFIED INSPECTION SERVICE, INC.

### CIVIL PLAN REVIEW & INSPECTION SERVICES

This Linking Agreement for Cooperative Purchase (this “**Agreement**”) is made and entered into on this \_\_\_\_ day of June, 2025 (the “**Effective Date**”) by and between the Town of Paradise Valley, an Arizona municipal corporation (the “**Town**”), and Brown & Associates Certified Inspection Service, Inc., an Arizona corporation authorized to do business in Arizona (the “**Contractor**”), whose principal place of business is located at 12406 N. 32nd Street, Suite 103, Phoenix, Arizona 85032. The Town and Contractor are the only parties to this Agreement; they are each a “**Party**,” and together they are the “**Parties**.”

### RECITALS

A. On March 4, 2025, after a competitive procurement process, the City of Buckeye and the Contractor entered Contract No. 2025337 (the “**Base Agreement**”) for the City of Buckeye to purchase goods and services from the Contractor as described therein. A copy of the Base Agreement is attached hereto as **Exhibit A**, and the terms of the Base Agreement are incorporated herein by reference to the extent not inconsistent with this Agreement. The Base Agreement permits its cooperative use by other governmental agencies, including the Town.

B. Pursuant to A.R.S. §§ 41-2631 *et seq.* and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has the authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.

C. The Town desires to contract for supplies or services identical or nearly identical to the supplies or services the Contractor is providing other units of government under the Base Agreement, and the Contractor desires to provide such supplies and services as set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, the Contractor and the Town, in consideration of the foregoing Introduction and Recitals, which are incorporated herein by reference, and for the consideration hereinafter set forth, promise, covenant, and agree as follows:

#### 1. Scope of Work; Terms, Conditions, and Specifications.

1.1. The Contractor shall provide the Town the goods or services generally described as civil engineering plan review and inspection services, and more particularly identified in the Scope of Work (the “**Scope of Work**”) attached hereto as **Exhibit B** and incorporated herein by reference.

1.2. The Contractor agrees to comply with all the terms, conditions, and specifications of the Base Agreement. Such terms, conditions, and specifications are specifically incorporated into and are an

enforceable part of this Agreement, except to the extent superseded herein or otherwise provided in **Exhibit C**. For the purposes of this Agreement, all references to the City or City of Buckeye in the Base Agreement shall mean the Town of Paradise Valley, Arizona.

- 1.3. The Contractor shall comply with all the Town's specific requirements and/or options, as specified in **Exhibit C** attached hereto and incorporated herein by reference. **To the extent there is any conflict between Exhibit B or C and the Base Agreement, Exhibits B and C take precedence.**
- 1.4. The Contractor acknowledges and agrees that work order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or in the Base Agreement shall not alter such terms and conditions or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If this Agreement is renewed pursuant to Subsection 3 and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.
2. Payment. Payment to the Contractor for the services, materials, or equipment provided shall be made in accordance with the price list and terms set forth in **Exhibit B**. The total compensation for the supplies or services purchased under this Agreement shall not exceed \$150,000.
3. Contract Term and Renewal.
  - 3.1. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2026, unless terminated, canceled, or extended as otherwise provided in this Agreement.
  - 3.2. The Town Manager or designee may extend the term of this Agreement consistent with the extension, if any, of the Base Agreement. Extensions are not automatic and shall only occur if the Town gives the Contractor notice of its intent to extend this Agreement.
  - 3.3. Upon the expiration of the Base Agreement, including any authorized renewals thereof, the Town may, at its option, extend this Agreement on a month-to-month basis for a maximum of six months. The purpose of such month-to-month extensions, if any, shall be to allow for the Town's procurement processes in the selection of a vendor to provide the services or materials provided under this Agreement.
4. Certificates of Insurance. All insurance provisions of the Base Agreement shall apply, including, without limitation, the requirement to name the Town, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured. Prior to commencing work under this Agreement, the Contractor shall furnish the Town with Certificate(s) of Insurance and formal endorsements issued by the Contractor's insurer(s) as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect.
5. E-Verify. The Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
6. Boycott of Israel Prohibited. To the extent Title 35 applies to this Agreement, the Contractor warrants that it is not and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

7. Cancellation for Conflict of Interest. This Agreement may be canceled pursuant to A.R.S. § 38-511.
8. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.
9. Forced Labor of Ethnic Uyghurs. To the extent applicable under A.R.S. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not, for the duration of this Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.
10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with the Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth in this Agreement or the Base Agreement will in no way be construed as limiting the scope of the indemnity in this section.
11. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

**TOWN OF PARADISE VALLEY,**  
an Arizona municipal corporation:

By: \_\_\_\_\_  
Andrew Ching, Town Manager

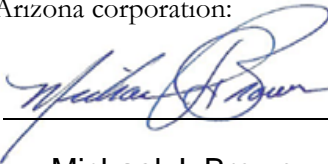
ATTEST:

\_\_\_\_\_  
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, Town Attorney

BROWN & ASSOCIATES CERTIFIED  
INSPECTION SERVICE, INC.,  
an Arizona corporation:

By:  \_\_\_\_\_  
Name: Michael J. Brown

Title: President

**LINKING AGREEMENT  
FOR COOPERATIVE PURCHASE**

BROWN & ASSOCIATES CERTIFIED INSPECTION SERVICE, INC.

CIVIL PLAN REVIEW & INSPECTION SERVICES

**EXHIBIT A  
BASE AGREEMENT**

(See attached: City of Buckeye Contract No. 2025337, dated March 04, 2025)

CITY OF BUCKEYE  
ON-CALL CONSULTING FOR  
ENGINEERING AND ARCHITECTURAL SERVICES

CATEGORY 13: BUILDING PLAN REVIEW AND INSPECTION SERVICES

BROWN & ASSOCIATES CERTIFIED INSPECTION SERVICE, INC.  
CONTRACT NO. 2025337

THIS CONTRACT, ("Contract") is entered into on March 04, 2025, by and between the CITY OF BUCKEYE, an Arizona municipal corporation, hereafter called (the "CITY") and Brown & Associates Certified Inspection Service, Inc., an Arizona corporation, hereafter called (the "CONSULTANT").

RECITALS

The CITY OF BUCKEYE, Arizona, is authorized and empowered by the City Code to execute contracts.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, The City and Consultant agree as follows:

The City issued a Request for Qualifications, "RFQ No. 2025174 On-Call Engineering and Architectural Services," (the "RFQ"), a copy of which is on file in the City's Finance Office and incorporated herein by reference, seeking statements of qualifications from consultants for professional consulting services.

The Consultant submitted a Statement of Qualifications in response to the RFQ (the "SOQ"), a copy of which is on file in the City's Finance Office and incorporated herein by reference, and the City desires to enter into a Contract with the Consultant to provide Building Plan Review and Inspection Services (the "Services").

This Contract shall be in full force and effect only when it has been approved as required by the City Code and executed by the duly authorized City officials.

**1.0 SCOPE OF SERVICES**

The City desires to obtain Professional Architectural and Engineering services for City-wide Improvement projects. In accordance with the contract documents, including the General Scope of Services, Requirements, and Standards attached to this contract as Exhibit A, a specific scope of services shall be negotiated for each project and executed by individual Task Orders. Services provided by the Consultant under this agreement shall be performed in a manner consistent with that degree of care and skills ordinarily exercised by members of the same profession currently practicing under similar conditions.

The Consultant shall perform all services within the cost and time frames defined in executed Task Orders, and comply in all respects, with the terms, conditions, and requirements described herein for

the consideration stipulated, and in compliance with applicable Federal, State and City Codes. Services at the City's request may include, in general, but are not limited to the following:

**Category Scope of Work Descriptions:**

**CATEGORY 13: Building Plan Review and Inspection Services - May include the following services:**

- Plan Check for complex construction of buildings and structural, both Commercial and Residential Construction.
- Plan review may include structural, architectural, grading, energy, electrical, mechanical, plumbing, and specifications submitted as part of a building permit.
- Work may include review of plan and specifications, drafting of written corrections and redlining of plans, communicating both orally and in writing to the applicant and providing code interpretation.
- The selected firm(s) may be required to work at City Hall or within another facility within the City of Buckeye.
- Comment resolution meetings at no additional cost as part of the plan review fee.
- Building Construction inspection services to ensure construction conforms to the approved plans and the standards and codes adopted by the City of Buckeye.
- Provide written documentation of inspections performed, issuance of stop work orders, and notices of corrections.
- The selected firm(s) must be able to provide inspection services within 24-hour notice.

A detailed scope of services will be prepared for each individual project by the Consultant and submitted to the City. Requests for services will be issued in the form of a written Task Order ("Task Order") document initiated by the Manager, Construction and Contracting. The Task Order will include a description of the project, detailed scope of services, project schedule, and the approved fee. The Consultant should receive prior approval from the Manager, Construction and Contracting prior to commencement of services on project assignments released under this Contract.

**2.0 FEES AND PAYMENTS**

**2.1 REGISTRATION REQUIREMENT IN VENDOR SELF SERVICE (VSS)**

In order to do business with the City, register at <https://cityofbuckeyeaz.tylerportico.com/va/vendor-access/registration> Please be aware vendors that do not register and verify their information, including uploading a W-9 form to their profile, may experience delays in processing of invoices and will not be able to do business with the City.

**2.2 FEE SCHEDULE**

Consultant shall be paid according to the fee schedule set forth in Exhibit B. Each individual "Task Order"

shall be governed by Section 24-1-8 of the City Code, "Procurement by Dollar Value", as may be amended from time to time.

## 2.3 PAYMENT APPROVAL

The time spent on each task shall be recorded and submitted to the Contracting Officer. Consultant shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make such materials available at all reasonable times during the contract period.

Monthly payments shall be made to the Consultant on the basis of a progress report prepared and submitted by the Consultant for work completed through the last day of the preceding calendar month. Each task shall be subject to review and approval by the Contracting Officer to determine acceptable percentage of completion.

The Contracting Officer reserves the exclusive right to determine the amount of work performed and payment due the Consultant on a monthly basis.

All charges must be approved by the Contracting Officer prior to payment.

## 3.0 GENERAL TERMS AND CONDITIONS

### 3.1 CONTRACTING OFFICER

The Contracting Administrator for the City shall be the Contracting Officer, in the Finance Department or designee. The Contracting Officer shall oversee the performance of this Contract; assist the Consultant in contacting members associated with the project, audit billings, and approve payments. The Consultant shall submit all reports and special requests through the Contracting Officer.

### 3.2 TERM OF CONTRACT

The Contract initial term is established for a one (1) year term commencing on May 17, 2025, with automatic renewals, unless otherwise terminated by either party, for four (4) additional one-year terms. Consultant shall provide services under the contract for specific project assignments with a Task Order issued no later than the final day of the effective Contract terms.

### 3.3 TERMINATION OF CONTRACT

The City has the right to terminate this Contract or abandon any portion of a Task Order, which has not been performed by the Consultant.

**Termination for Convenience:** City and Consultant reserve the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Consultant shall immediately stop all work hereunder, and shall immediately cause any of its suppliers



and SubConsultants to cease such work. As compensation in full for services performed to the date of such termination, the Consultant shall receive a fee for the percentage of services actually completed. This fee shall be in the amount to be mutually agreed upon by the Consultant and the City, based on the agreed Scope of Work and the value to the City of the services completed. If there is no mutual agreement, the Contracting Officer shall determine the percentage of completion of each task detailed in the Scope of Work and the Consultant's compensation shall be based upon such determination. The City shall make this final payment within sixty (60) days after the Consultant has delivered the last of the partially completed items. Consultant shall not be paid for any work done after receipt of the notice of termination, or for any costs incurred by Consultant's suppliers or SubConsultants, which Consultant could reasonably have avoided.

**Termination for Cause:** City may also terminate this contract or any part hereof with seven (7) days written notice for cause in the event of any default by the Consultant, or if the Consultant fails to comply with any of the material terms and conditions of this contract. By way of example and not limitation, unsatisfactory performance as judged by the Contracting Officer and failure to provide City, upon written request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, CITY shall not be liable to Consultant for any amount after the issuance of written notice, and Consultant shall be liable to City for any and all damages sustained by reason of the default that gave rise to the termination.

In the event Consultant is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving written notice to the Consultant.

In the event the City shall terminate this Contract or any part of the services as herein provided, the City shall notify the Consultant in writing, and immediately upon receiving such written notice, the Consultant shall discontinue advancing the work under this Contract and/or awarded Task Order.

Upon such termination or abandonment, the Consultant shall deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City.

The Consultant shall appraise the work it has completed and submit its appraisal to the City for evaluation.

If through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

### 3.4 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period, or at the time that funds are

no longer available to meet the City's payment obligations hereunder. The City agrees to give written notice of termination to the Consultant at least thirty (30) days prior to any termination for a lack of funds and will pay to the Consultant all approved charges incurred prior to Consultant's receipt of such notice, subject to the availability of funds therefore.

### 3.5 AUDIT

The City may audit all of the Consultant's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

Consultant's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of his payees pursuant to the execution of the contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Consultant's Records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Consultant shall require all SubConsultants, to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Consultant and payee. Such requirements will also apply to any and all SubConsultants.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Consultant to the City in excess of five percent (5%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Consultant.

Any adjustments and/or payments, which must be made as a result of any, such audit or inspection of the Consultant's invoices and/or records, shall be made within a reasonable amount of time (not to exceed 60 days) from presentation of CITY's findings to Consultant.

### 3.6 OWNERSHIP OF PROJECT DOCUMENTS

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, which are prepared in the performance of this Contract will become and are the property of City.

### 3.7 COMPLETENESS AND ACCURACY

The Consultant shall be responsible for the accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared or compiled pursuant to this Contract and shall correct, at its expense, all negligent errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to the engineering errors shall be chargeable to the Consultant. Additional Scope(s) of work which may be added to the Task Order shall

not be considered the responsibility of the Consultant unless the need for same was created solely by any negligent error, omission, or negligent act of the Consultant and does not result in betterment to the City. The fact that the City has accepted or approved the Consultant's work shall in no way relieve the Consultant of any of its responsibilities.

### 3.8 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, which shall be deemed to have accrued from the commencement of such action.

### 3.9 SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon the Consultant, its successors and assigns, including any individual, company, partnership, or other entity with or into which the Consultant shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the Consultant shall sell its assets.

### 3.10 ASSIGNMENT

Services covered by this Contract shall not be assigned or subcontracted in whole or in part without the prior written consent of the Contracting Officer.

### 3.11 SUBCONSULTANTS

During the performance of the Contract, the Consultant may engage such additional SubConsultants as may be required for the timely completion of this Contract. The addition of any SubConsultants shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant.

### 3.12 ALTERATIONS OR ADDITIONS TO SCOPE OF SERVICES

The total scope of Services to be performed in accordance with this Contract will be identified in each Task Order. Services, which are not included in this Contract, will be considered Additional Services. The Consultant shall not perform these Additional Services without written authorization in the form of an approved Change Order from the City.

### 3.13 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

### 3.14 CONFLICT OF INTEREST

This Contract is subject to cancellation pursuant to the provisions of A.R.S. 38-511.

### 3.15 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

### 3.16 TAXES

The fee listed in this Contract includes any and all taxes applicable to the activities hereunder. The City shall have no obligation to pay additional amounts for taxes of any type.

### 3.17 ADVERTISING

No advertising or publicity concerning the City using the Consultant's services shall be undertaken without prior written approval of such advertising or public City by the Contracting Officer.

### 3.18 COUNTERPARTS

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

### 3.19 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein.

### 3.20 ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona.

### 3.21 EQUAL EMPLOYMENT OPPORTUNITY

The Consultant shall comply with Executive Order No. 11245, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

### 3.22 NOTICES

All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

If to the City:               City of Buckeye  
530 E. Monroe Avenue  
Buckeye, Arizona 85236  
Attn: Contracts  
Email: [contracts@buckeyeaz.gov](mailto:contracts@buckeyeaz.gov)

With copy to:             City of Buckeye  
530 E. Monroe Avenue  
Buckeye, Arizona 85326  
Attn: Legal  
Email: [legal@buckeyeaz.gov](mailto:legal@buckeyeaz.gov)

If to Consultant:       Brown & Associates Certified Inspection Service, Inc.  
12406 N. 32<sup>nd</sup> Street, Suite 103  
Phoenix, Arizona 85032  
Attn: Michael J. Brown, President  
Email: [Mike@brownandassociates.net](mailto:Mike@brownandassociates.net)

Notices shall be deemed received on date delivered if delivered by hand and on the delivery date indicated on receipt if delivered by certified or registered mail.

### 3.23 INDEPENDENT CONSULTANT

The services Consultant provides under the terms of this Contract to the City are that of an Independent Consultant, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Consultant may be subject to I.R.S. provisions for payment of estimated income tax. Consultant is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

### 3.24 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) are caused by the

negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of SubConsultant in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

### 3.25 E-VERIFY REQUIREMENTS

To the extent applicable under Arizona Revised Statutes § 41-4401, the Consultant and its Subconsultants warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. Revised Statutes. § 23-214(A). The Consultant or Subconsultant's breach of the above-mentioned warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the City of Buckeye. The City of Buckeye retains the legal right to randomly inspect the papers and records of the Consultant or Subconsultant employee who work on the Contract to ensure that the Consultant and its Subconsultants are complying with the above-mentioned warranty.

The Consultant and its SubConsultants warrant keeping the papers and records open for random inspection during normal business hours by the City. The Consultant and its SubConsultants shall cooperate with City's random inspections including granting the City's entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

### 3.26 SCRUTINIZED BUSINESS OPERATIONS

Pursuant to Arizona Revised Statutes §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in ARIZ. Revised Statutes § 35-391 or and 35-393, as applicable. If the City determines that the Consultant submitted a false Certification, the City may impose remedies as provided by law including terminating this Contract.

### 3.27 COMPLIANCE WITH LAWS

In performing any work required hereunder, Consultant shall comply with all applicable laws, ordinances, and codes of Federal, State and local governments, in effect during this Contract.

### 3.28 COOPERATIVE PURCHASING

Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s) ") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All Cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and the Consultant or Contractor.

The exercise of any rights, responsibilities or remedies by Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

#### **4.0 INSURANCE**

A Standard Accord Certificate of Insurance is acceptable provided it contains the additional language and deleted language as required in this contract. Failure to provide a Certificate of Insurance with the appropriate verbiage as required by this contract will result in rejection of the Certificate and delay contract execution.

**Additionally, Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.**

##### **4.1 Insurance Representations and Requirements**

**4.1.1 General:** Consultant agrees to comply with all City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Buckeye. Failure to maintain insurance as specified may result in termination of this Contract at City of Buckeye's option.

**No Representation of Coverage Adequacy:** By requiring insurance herein, City of Buckeye does not represent that coverage and limits will be adequate to protect Consultant. City of Buckeye reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

**4.1.2 Additional Insured:** All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, City of Buckeye, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this agreement.

**4.1.3 Coverage Term:** All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of subject contract is satisfactorily performed, completed and formally accepted by the City of Buckeye, unless specified otherwise in this

Contract.

4.1.4 Primary Insurance: Consultant's insurance shall be primary insurance as respects performance of subject contract and in the protection of City of Buckeye as an Additional Insured.

4.1.5 Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

4.1.6 Waiver: All policies, except Professional Liability insurance, shall contain a waiver of rights of recovery (subrogation) against City of Buckeye, its agents, representatives, officials, directors, officers, and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.1.7 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to City of Buckeye. Consultant shall be solely responsible for any such deductible or self-insured retention amount. CITY OF BUCKEYE, at its option and cost, may require Consultant to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.1.8 Use of SubConsultants: If any work under this agreement is subcontracted in any way, Consultant shall execute written agreement with SubConsultant containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Buckeye and Consultant. Consultant shall be responsible for executing the agreement with SubConsultant and obtaining Certificates of Insurance verifying the insurance requirements.

4.1.9 Evidence of Insurance: Prior to commencing any work or services under this Contract, Consultant shall furnish City of Buckeye with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable Insurers as specified herein and provide the required coverage(s), conditions, and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Buckeye shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this agreement. Such certificates shall identify the Contract work number and be sent to the designated City of Buckeye- Contracting Officer. If any of the above cited policies expire during the life of this Contract, it shall be Consultant's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

1. City of Buckeye, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:



- A) Commercial General Liability - Under ISO Form CG 20 10 11 85 or equivalent.
- b) Auto Liability- under ISO Form CA 20 48 or equivalent.
- c) Excess Liability- Follow Form to underlying insurance.

2. Consultant's insurance shall be primary insurance as respects performance of subject contract.

3. All policies, except Professional Liability, waive rights of recovery (subrogation) against City of Buckeye, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Consultant under this contract.

4. Certificate shall cite a 30-day advance notice cancellation provision. If ACORD Certificate of Insurance form used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

#### 4.2 Required Coverage

4.2.1 Commercial General Liability: Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit.

The policy shall cover liability arising from premises, operations, and independent Consultants, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insureds clause. To the fullest extent allowed by law, for claims arising out of the performance of this contract, the City of Buckeye, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under Insurance Service Offices, Inc. Commercial General Liability Additional Insured Endorsement form CG 20 10 11 85, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.2.2 Professional Liability: If the Contract is the subject of any professional services or work, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Contract, Consultant shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liable, with liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the work or services, and Consultant shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

4.2.3 Vehicle Liability: Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant's owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Contract. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this contract, the City of Buckeye, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.2.4 Worker's Compensation Insurance: Consultant shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of work or services under this Contract and shall also maintain Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.

Umbrella/Excess Liability: Umbrella/Excess Liability insurance with a limit of not less than \$2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above.

## **5.0 SOFTWARE LICENSES**

As to all software licenses provided to the City as part of Consultant's obligations under this Contract, the following provisions apply:

### **5.1 SOURCE CODE AVAILABILITY**

Consultant shall furnish City, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:

1. Consultant becomes insolvent; or
2. Consultant ceases to conduct business; or
3. Consultant makes a general assignment for the benefit of creditors; or
4. A petition is filed in Bankruptcy by or against Consultant.

5.1.1 Use of the Source Code shall be subject to the same restrictions as to which the Software itself is subject.

5.1.2 City shall have the right to modify Source Code in any manner it deems appropriate, provided that the Source Code as modified shall remain subject to the restrictions set forth in immediately above.

## 5.2 PROPRIETARY PROTECTION

5.2.1 City acknowledges that to the extent Consultant advises the City that the Software is confidential information or is a trade secret property of the Consultant, the Software is thereby disclosed on a confidential basis under this Contract and is to be used only pursuant to the terms and conditions set forth herein.

5.2.2 Consultant shall not use or disclose any knowledge, data or proprietary information relating to CITY obtained in any manner whatsoever.

5.2.3 To the extent permitted by Arizona Law, the parties agree, both during the term of this Contract and for a period of seven (7) years after termination of this Contract and of all licenses granted hereunder, to hold each other's confidential information in confidence. The parties agree, unless required by government regulations or order of court, not to make each other's confidential information available in any form to any third party or to use each other's confidential information for any purposes other than the implementation of this Contract provided, however, that if Consultant's confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, Consultant shall reimburse to City the full cost of City's refusal to release the information, including costs of litigation, City's attorney fees, fines, penalties or assessments of opposing party's attorney fees. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

## 5.3 NON-INFRINGEMENT

Consultant warrants that the Software provided hereunder does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity. In the event of a claim against City asserting or involving such an allegation, Consultant will defend, at Consultant's expense, and will indemnify City and hold City harmless against any loss, cost, expense (including attorney fees) or liability arising out of such claim, whether or not such claim is successful. In the event an injunction or order should be obtained against use of the Software by reason of the allegations, or if in Consultant's opinion the Software is likely to become the subject of such a claim of infringement, Consultant will, at its option and its expense: (i) procure for the City the right to continue using the Software; or (ii) replace or modify the same so that it becomes non-infringing (such modification or replacement shall be functionally equivalent to the original); or (iii) if neither (i) nor (ii) is practicable, repurchase the Software on a depreciated basis utilizing a straight line five (5) year period, commencing on the date of acceptance.

## 5.4 THIRD PARTY LICENSE

Consultant shall sublicense to City any and all third party Software required in the execution of this Contract. City reserves the right to accept or reject third party license terms. If the City rejects the terms of a third party license, it shall be Consultant's responsibility to negotiate acceptable terms or to supply Software from another source with terms acceptable to City. City's acceptance of the third party license

terms shall not be unreasonably withheld.

## **6.0 SEVERABILITY AND AUTHORITY**

### **6.1 SEVERABILITY**

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

### **6.2 AUTHORITY**

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each party has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

## **7.0 ISRAEL COMPLIANCE**

To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a “boycott” of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

## **8.0 FORCED LABOR OF ETHNIC UYGHURS**

To the extent applicable under ARIZ. REV. STAT. § 35-394, the Vendor warrants and certifies that it does not currently, and agrees for the duration of this Agreement that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. If the Vendor becomes aware that it is not in compliance with this paragraph, the Vendor shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Vendor fails to provide a written certification that the Vendor has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on the contract termination date.

## **9.0 CLICKWRAP TERMS EXCLUDED**

In the event the Consultant’s terms of sale or service were provided to the City only upon “acceptance” of a “clickwrap” or “clickthrough” agreement, such terms of sale or service shall not be binding upon the City. No oral agreement, “clickwrap” or “clickthrough” agreement or other understanding shall in any way modify a City issued or approved contract or the terms of this Professional Services Agreement.

Exhibits:

- A. General Scope of Services
- B. Fee Schedule

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first set forth above.

**CITY:**  
CITY OF BUCKEYE,  
an Arizona Municipal corporation



\_\_\_\_\_  
Dan Cotterman, City Manager

**CONSULTANT:**  
BROWN & ASSOCIATES CERTIFIED INSPECTION  
SERVICE, INC., an Arizona corporation



\_\_\_\_\_  
Michael J. Brown, President

ATTEST:



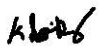
\_\_\_\_\_  
Lucinda J. Aja, City Clerk

RECOMMENDED:



\_\_\_\_\_  
William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:



\_\_\_\_\_  
K. Scott McCoy, City Attorney

**EXHIBIT A**  
**GENERAL SCOPE OF SERVICES**

## GENERAL SCOPE OF SERVICES

Consultant's services involving design, construction administration and inspection services shall include, but are not limited to, the following general requirements and standards, unless otherwise provided for in the individual scope of services incorporated as a part of the project assignment Notice(s) to Proceed released under this Contract.

### DESIGN SERVICES –GENERAL PROJECTS

The Consultant shall prepare plans, specifications, cost estimates and special provisions according to direction and standards of the City. All work shall be performed within the City of Buckeye.

#### A. General Project Administration

1. The Consultant shall attend project meetings as necessary to maintain the project budget and schedule; chair periodic regular meetings as requested by the City, set agendas and prepare and distribute meeting minutes. Meetings under basic services include:

- A) Meetings with City staff and Management.
- B) Meetings required obtaining a permit.
- C) Meetings with internal oversight committees.

1. The Consultant shall coordinate with private, public and City utilities regarding standard utility issues and incorporate pertinent information in the plans.

2. The Consultant shall be responsible for submission and retrieval of all required Contract documents to the various reviewing agencies required under the project.

3. The Consultant shall prepare and maintain a project schedule after meeting with the project manager to determine appropriate submittal deadlines and to coordinate project submissions.

4. When applicable, the Consultant shall be responsible for obtaining or assisting the City in obtaining all federal, state, county, local and utility permits and approvals required for the project. As the project progresses, the Consultant shall timely furnish to the City copies of all communications between the Consultant and the respective agency or department related to the Contract and all approvals and permits for the projects.

5. If requested, the Consultant shall prepare necessary exhibits and make a presentation as deemed necessary by the Project Manager.



6. The Consultant shall avoid specification of construction materials known to be hazardous or potentially hazardous, including asbestos, lead or any derivative thereof, unless specifically approved in writing by the City.

7. The Consultant shall submit a written monthly "Design and Progress Report" to the City during the entire period of design.

#### B. 30% Plans Phase

1. The Consultant shall consult with City staff to ascertain information needed to meet the requirements of the project and shall confirm such requirements in writing and/or by sketch to the City.

2. The Consultant shall be responsible for establishing a pre-design meeting for design reviews with the City a minimum of two weeks prior to completion of schematic design. The Consultant will submit Three (3) copies of the preliminary site plan to the City at the time the request for a meeting is made.

3. The Consultant shall prepare a schedule for City approval of all required submittals for City review(s) based upon information from the pre-design meeting and current City published review times.

4. The Consultant shall prepare preliminary design studies leading to a recommended solution together with a general description of the project and shall, at no further expense to the City, submit three (3) sets of same to the City with written construction, cost estimates. The Consultant shall present these studies and estimates to the City for review, comments and approval.

5. The 30% Plans Phase will be considered completed when the City has approved the preliminary design plans and the construction cost estimate for the submitted plans is within the project construction budget.

#### C. 60% Plan Phase

1. After the 30% plans and construction cost estimate are approved in writing by the City, the Consultant shall prepare the 60% plans documents. These documents will consist of preliminary plans, elevations, other drawings, and specifications to fix and illustrate the size and character of the entire project including the kinds of materials; type of structure; mechanical, electrical, computer and telecommunications systems; and such other work as may be appropriate.

2. The Consultant shall design the project so that the construction shall conform to the requirements of Title 34, Arizona Revised Statutes regulating public buildings and improvements, as well as other applicable statutes and regulations.

3. Toward the end of the 60% Plans Phase, the Consultant shall hold a plan coordination meeting between the Consultant and the Subconsultants to review and address coordination and integration of the plans provided by the various disciplines. The Consultant shall invite the Project Manager to attend

this meeting.

4. After completion of the 60% Plans Phase, the Consultant shall, at no further expense to the City, deliver three (3) sets of the 60% drawings and plans, three (3) sets of the specifications, and three (3) sets of the detailed project cost estimates. The Consultant shall present all documents to the City for review, comment, and approval. If requested by the City, Consultant shall provide other design support documentation (i.e., structural, irrigation or earthwork calculations).

5. The 60% Plans Phase will be considered complete once the City has approved the submitted design development plans, agrees that the construction cost estimate is within the established project budget, and agrees that the Consultant is meeting the submittal dates for City documents as identified in the 30% Plans Phase schedule.

#### D. 90% Final Plans Phase

1. After the 60% plans and construction cost estimate have been approved in writing by the City, the Consultant shall prepare final, permit-ready construction drawings, plans, and specifications.

2. The consultant shall prepare its drawings in AutoCAD format compatible with the City (or other department as specified in the project assignment notice to proceed) CADD technology using City layering standards. The drawing format will be a 24" x 34" sheet size unless otherwise authorized in writing by the City. The City shall provide the City's Boilerplate and Supplemental General Conditions sections for the project specifications. No changes, deletions, or additions to these sections shall be made by the Consultant without approval by the City before inclusion in the final specifications. Final bid specifications shall be prepared in an 8-1/2" x 11" size format, single-spaced, single-sided and unbound. The Consultant shall coordinate the special provisions of the bid package to be compatible with the City's Boilerplate and Supplemental General Conditions.

3. During the preparation of construction documents, the Consultant shall inform the City in writing of any adjustments to previous construction cost estimates indicated by changes in scope, requirements, or market conditions.

4. The Consultant shall comply with all applicable federal, state, and local laws and codes in effect at the time the drawings, plans and specifications are approved by the City. The Consultant shall notify the City of any code changes that occur during the life of this Design Contract that will impact the project.

5. No later than ten calendar days prior the first advertisement date for the project bid, the Consultant shall ensure that the plans prepared by the utility companies have been incorporated into the final plans set.

6. Toward the end of the 60% plans phase, the Consultant shall hold a plan coordination meeting between the Consultant and the Subconsultants to review and address coordination and integration of the plans provided by the various disciplines. The Consultant shall invite the project manager to attend

this meeting.

7. Upon completion of construction plans, specifications and Contract documents, the Consultant shall provide, at no expense to the City, three (3) sets of all design calculations, including structural, mechanical, electrical and plumbing, and three (3) complete sets each of construction drawings, plans specifications and Contract documents for review and approval by the appropriate City agencies. These documents must be sealed and signed by the appropriate responsible party.

8. With the submission of the construction plans, specifications and Contract documents, the Consultant shall submit three (3) copies of a detailed project cost estimate.

9. The Consultant shall coordinate the building permit process and assist in filing the required documents to secure approval of all governmental authorities having jurisdiction over the design of the project. All original filing and approval fees shall be paid by the City or reimbursed to the Consultant if paid by Consultant.

10. The Consultant shall incorporate all corrections received from the reviewing entities into the final bid set of Contract documents. If required, the Consultant shall resubmit the revised plans to Project Manager for approval. Also, if required by the project manager, the Consultant shall submit a revised cost estimate reflecting the modification made for this final submittal.

11. Upon approval by the City of complete drawings, plans, and specifications, the Consultant shall deliver to the City the final original copy of the final specifications. These documents shall be sealed and signed by the appropriate responsible party.

12. The Final Design Phase will be considered complete when the City has approved the final submitted plans and specifications, agrees that the cost estimate is within the established project budget, and agrees that the plans are permit-ready.

#### E. Bid Phase

1. No later than eighteen calendar days prior to the first advertisement date of the project bid, the Consultant shall prepare and submit a detailed construction cost estimate of the project. This cost estimate for the base bid shall be prepared in sufficient detail to identify all trades required for the project, as well as estimated cost for those trades. The cost estimate should follow the Construction Specification Institute divisions. The Consultant shall not furnish the estimate to any one other than the City.

2. The Consultant may attend and prepare meeting minutes for the pre-bid conference, any other related meetings, and prepare all necessary addenda related to documents originated by the Consultant in a format approved by the City. The City will be responsible for distributing all addenda.

3. The Consultant shall be responsible for responding to questions regarding the plans and specifications. Consultant shall receive, review and approve/disapprove request for substitutions, and incorporate these substitution requests into the addenda as required.

4. The Consultant shall submit their final design plans including all design addenda on an electronic medium immediately useable and compatible with City of Buckeye "City CADD" technology. The resulting image produced on the viewing screen shall include all title blocks, borders, details and notes that are visible on full-size originals or blue lines. The CADD files should be accessible for reading and plotting. One copy of the final specifications including all addenda shall be submitted in print and on a computer disc compatible with City work processing standards.

Copies of documents that may be relied upon by the City are limited to the printed copies (also known as hard copies) that are signed and sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by the Consultant to the City are only for the convenience of the City. Any conclusion or information obtained or derived from such electronic files will be at the City's sole risk.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. The Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by the City.

5. The Bid Phase will be considered completed when the project construction bid has been awarded by the City Council and final construction documents have been received on electronic media.

#### F. GENERAL CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

1. Consultant may perform Construction Administration and Inspection services on the project assignments released under this Contract according to the direction and standards of the City.

2. The Consultant may attend the pre-construction conference which will be arranged and called for by the City; be prepared to respond to questions; and prepare a "Record of Preconstruction Conference" which will be distributed to all attendees. Consultant will attend project meetings as necessary to maintain the project budget and schedule; chair periodic regular meetings on site and any additional meetings as requested by the City; set agendas and prepare and distribute minutes.

3. If required, Consultant shall furnish the services of a competent inspector during the progress of construction. The Consultant shall coordinate the inspection, facilitate the work in general, and perform miscellaneous inspection work as required to assure that the work is constructed in accordance with the Contract documents and accepted standards of the construction industry. The Consultant shall not have the direct control of the individual workmen and their work. The direct control shall be solely the

responsibility of the Consultant (referred to as "Consultant"), to the extent provided by the Contract between the City and the Consultant.

4. If required, Consultant shall provide Construction Administration and Inspection as required for substantial compliance with the Contract documents. Consultant will keep the City informed of the progress of the work, endeavor to guard the City against defects and deficiencies in the work of the Consultant, and shall reject or stop work, as appropriate, failing to conform to the Contract documents. The Consultant or Consultant's authorized representative shall keep adequate project records and field reports of work during construction.

5. If required, Consultant shall make recommendations to the City on matters relating to the interpretation of the Contract documents.

6. If required, Consultant shall review the Consultant's submittal schedule which will list all submissions required by Contract documents.

7. If required, Consultant shall establish a submittal control sheet to monitor the timeliness of Consultant submissions, and review and make recommendations to the City relating to the execution and progress of the project.

8. If required, Consultant shall provide the necessary survey controls for the Consultant's guidance and verify the correctness of the work as it progresses.

9. If required, Consultant shall review and monitor schedules; and review and approve or take other appropriate action on samples, shop and setting drawings; coordinate testing, review and make recommendations on reports from testing laboratory(s), and other submissions for conformance with the design concept of the project and for compliance with the information given by the Contract documents.

10. If required, Consultant shall monitor and log Consultant correspondence and provide the City with all documents, reports and correspondence pertaining to the project.

11. If required, all construction testing shall be done under the supervision of the Consultant.

12. If required, Consultant shall submit reports of the job site visit which will summarize the activities at the time of the visit and progress made since the last visit. These reports will be submitted to the City bi-weekly.

13. If required, Consultant shall make construction monthly progress reports to the City covering the general progress of the project and describing any problems or factors contributing to delay and recommending solutions or resolutions where appropriate.

14. If required, Consultant shall review and make recommendations to the City on all claims of the Consultant for extra work not covered in the Contract documents, and the recommendations shall be jointly reviewed by the Consultant and the City for final decisions. The Consultant will prepare construction change orders for approved extra work and time extensions not covered in the Contract documents brought about by Consultant(s) claims.

15. For all changes, additions or deletions requested by the City, the Consultant will obtain all information required and present Consultant's recommendations. The City will either approve or deny the recommendation.

16. If required, Consultant will verify the amount owed to the Consultant and will sign and issue an "Estimate for Payment," in such amount. This "Estimate for Payment" will constitute a representation to the City that the work has progressed to the point indicated. By issuing an "Estimate for Payment," Consultant will also represent to the City that, to the best of Consultant's knowledge, information, and belief, based on what Consultant inspections and observations have reveals, the quality of the work is in substantial accordance with the Contract documents.

17. If required, Consultant will attend joint inspections with the City to determine the dates of substantial and final completion and so inform the City Engineer in writing, when completed. After acceptance of the project by the City, Consultant will promptly issue a final "Estimate for Payment," with two completed and signed copies.

G. The Consultant may be required to perform any of the following if defined in an issued Task Order as follows:

1. Conduct final close-out inspections(s), prepare a project punch list including the owner's concerns, and verify that the items indicated on the list are corrected prior to final acceptance.
2. Verify that all documentation required of the Consultant per the construction contract has been submitted and is acceptable to the City.
3. Review, assemble and provide all warranties, files, operating manuals, logs and other closeout paperwork as described in the project specifications at the completion of the project.
4. Verify that all correspondence, shop drawings, directives, and RFI's, are delivered to the City.
5. Review and approved all lien waivers prior to the final payment to the Consultant.
6. Prepare and turn over to the City "Project record" conditions. These Records shall be signed and certified as accurate by the Consultant.
7. Verify that additional construction materials are delivered to the City by the Consultant.

8. Evaluate the Consultant's performance.

H. The Consultant shall furnish the City a letter recommending acceptance of the work, however, the City shall retain the right to determine when, and if, the construction work appears to be accomplished in accordance with the drawings, plans and specifications. In this respect, the construction work may be inspected at any time by the City or an authorized representative(s).

**EXHIBIT B:  
FEE SCHEDULE**



## RATE SCHEDULE FOR BUILDING PLAN REVIEW

### A. BUILDING PLAN REVIEW SERVICES

For BUILDING PLAN REVIEW SERVICES of Architectural, Structural, Mechanical, Electrical, Plumbing, Accessibility and Model Energy performed for the Client, BROWN & ASSOCIATES shall be compensated at a lump sum rate of 75% of the Plan Check Fee determined by the current ICC Building Valuation Table and Permit Fee Table 1-A or the most current fee structure adopted by the City of Buckeye for an initial review and one complete recheck of the project documents. Third and subsequent, Fire and Civil review, deferred submittals, and revisions to approved plans will be at BROWN & ASSOCIATES hourly rates for personnel provided. Expedited plan review services are available at a rate of twice the calculated or hourly rate as agreed upon at acceptance of project.

PROJECT TYPE / SIZE	STANDARD REVIEW	EXPEDITED REVIEW	SUBSEQUENT RECHECKS
Single & Multi-Family Residential	7 to 10	5	5
Commercial to 75,000 sq. ft.	10	5	5
Commercial 75,001 to 150,000 sq. ft.	15	7	7
Commercial greater than 150,000 sq. ft.	15	7	7
Warehouse 150,001 to 500,000 sq. ft.	20	10	10
Warehouse 500,001 to 1,000,000+ sq. ft.	30	15	15
Fire Protection Systems & Civil Review	SAME AS INITIAL REVIEW		
Deferred Submittals	SAME AS INITIAL REVIEW		
All review times are business days (excluding weekends and holidays). Brown & Associates observes holidays according to our client's Holiday Schedule			

## B&A PERMIT FEE TABLE 1-A

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$60.00
\$501.00 to \$2,000.00	\$59.88 for the first \$500.00 plus \$4.09 for each additional \$100.00, or fraction thereof
\$2,000.01 to \$25,000.00	\$121.26 for the first \$2000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof
\$25,001.00 to \$50,000.00	\$553.25 for the first \$25,000.00 plus \$13.54 for each additional \$1,000.00, or fraction thereof
\$50,001.00 to \$100,000.00	\$891.99 for the first \$50,000.00 plus \$9.39 for each additional \$1,000.00, or fraction thereof
\$100,001.00 to \$500,000.00	\$1,361.54 for the first \$100,000.00 plus \$7.50 for each additional \$1,000.00, or fraction thereof
\$500,001.00 to \$1,000,000.00	\$4,366.58 for the first \$500,000.00 plus \$6.38 for each additional \$1,000.00, or fraction thereof
\$1,000,001.00 and above	\$7,552.77 for the first \$1,000,000.00 plus \$4.90 for each additional \$1,000.00, or fraction thereof.

## HOURLY RATES

Building Official	\$125
Fire Marshal	\$125
Project Manager	\$125
Structural Engineer	\$125
Fire Protection Engineer	\$100
Civil Engineer	\$100
Senior Plans Examiner	\$100
Senior Building Inspector	\$100
Building Inspector	\$90
Assistant Inspector	\$80
Senior Permit Specialist	\$70
Clerical / Administration	\$60

## **RATE SCHEDULE FOR BUILDING INSPECTION SERVICES**

### **B. BUILDING INSPECTION SERVICES**

For BUILDING INSPECTION SERVICES performed under Exhibit A of this Agreement, BROWN & ASSOCIATES shall be compensated at hourly rates for personnel provided. A minimum of 2-hours will be assessed for inspections on a given day.

Normal hours of inspection services for determination of Brown & Associates fees is at a schedule of Monday through Friday from 7:00 AM- 3:00 PM Arizona time. Inspection times may be adjusted based on seasonal conditions and not to exceed an agreed upon 8-hour work day.

Expedited, before or after hour, weekend and holiday inspection services are available for double the regular hourly rate for personnel provided with a three-hour minimum.

Brown & Associates Holiday Schedule includes: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

**LINKING AGREEMENT  
FOR COOPERATIVE PURCHASE**

BROWN & ASSOCIATES CERTIFIED INSPECTION SERVICE, INC.

CIVIL PLAN REVIEW & INSPECTION SERVICES

**EXHIBIT B  
SCOPE OF WORK**

See the following pages.



## **RATE SCHEDULE FOR BUILDING PLAN REVIEW**

### **A. BUILDING PLAN REVIEW SERVICES**

For BUILDING PLAN REVIEW SERVICES of Architectural, Structural, Mechanical, Electrical, Plumbing, Accessibility and Model Energy performed for the Client, BROWN & ASSOCIATES shall be compensated at a lump sum rate of 75% of the Plan Check Fee determined by the current ICC Building Valuation Table and Permit Fee Table 1-A or the most current fee structure adopted by the Town of Paradise Valley for an initial review and one complete recheck of the project documents. Third and subsequent, Fire and Civil review, deferred submittals, and revisions to approved plans will be at BROWN & ASSOCIATES hourly rates for personnel provided. Expedited plan review services are available at a rate of twice the calculated or hourly rate as agreed upon at acceptance of project.

PROJECT TYPE / SIZE	STANDARD REVIEW	EXPEDITED REVIEW	SUBSEQUENT RECHECKS
Single & Multi-Family Residential	7 to 10	5	5
Commercial to 75,000 sq. ft.	10	5	5
Commercial 75,001 to 150,000 sq. ft.	15	7	7
Commercial greater than 150,000 sq. ft.	15	7	7
Warehouse 150,001 to 500,000 sq. ft.	20	10	10
Warehouse 500,001 to 1,000,000+ sq. ft.	30	15	15
Fire Protection Systems & Civil Review	SAME AS INITIAL REVIEW		
Deferred Submittals	SAME AS INITIAL REVIEW		
All review times are business days (excluding weekends and holidays). Brown & Associates observes holidays according to our client's Holiday Schedule			



### B&A PERMIT FEE TABLE 1-A

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$60.00
\$501.00 to \$2,000.00	\$59.88 for the first \$500.00 plus \$4.09 for each additional \$100.00, or fraction thereof
\$2,000.01 to \$25,000.00	\$121.26 for the first \$2000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof
\$25,001.00 to \$50,000.00	\$553.25 for the first \$25,000.00 plus \$13.54 for each additional \$1,000.00, or fraction thereof
\$50,001.00 to \$100,000.00	\$891.99 for the first \$50,000.00 plus \$9.39 for each additional \$1,000.00, or fraction thereof
\$100,001.00 to \$500,000.00	\$1,361.54 for the first \$100,000.00 plus \$7.50 for each additional \$1,000.00, or fraction thereof
\$500,001.00 to \$1,000,000.00	\$4,366.58 for the first \$500,000.00 plus \$6.38 for each additional \$1,000.00, or fraction thereof
\$1,000,001.00 and above	\$7,552.77 for the first \$1,000,000.00 plus \$4.90 for each additional \$1,000.00, or fraction thereof.

### HOURLY RATES

Building Official	\$125
Fire Marshal	\$125
Project Manager	\$125
Structural Engineer	\$125
Fire Protection Engineer	\$100
Civil Engineer	\$100
Senior Plans Examiner	\$100
Senior Building Inspector	\$100
Building Inspector	\$90
Assistant Inspector	\$80
Senior Permit Specialist	\$70
Clerical / Administration	\$60



## **RATE SCHEDULE FOR BUILDING INSPECTION SERVICES**

### **B. BUILDING INSPECTION SERVICES**

For BUILDING INSPECTION SERVICES performed under Exhibit A of this Agreement, BROWN & ASSOCIATES shall be compensated at hourly rates for personnel provided. A minimum of 2-hours will be assessed for inspections on a given day.

Normal hours of inspection services for determination of Brown & Associates fees is at a schedule of Monday through Friday from 7:00 AM- 3:00 PM Arizona time. Inspection times may be adjusted based on seasonal conditions and not to exceed an agreed upon 8-hour work day.

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**LINKING AGREEMENT  
FOR COOPERATIVE PURCHASE**

BROWN & ASSOCIATES CERTIFIED INSPECTION SERVICE, INC.

CIVIL PLAN REVIEW & INSPECTION SERVICES

**EXHIBIT C**  
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Notices: All notices required under the Linking Agreement shall be sent to:

Chad Weaver, Community Development Director  
Town of Paradise Valley  
6401 E. Lincoln Drive  
Paradise Valley, Arizona 85253

With mandatory copy to:

Town Attorney  
Town of Paradise Valley  
6401 E. Lincoln Drive  
Paradise Valley, Arizona 85253