



AGREEMENT FOR PROFESSIONAL SERVICES

PROVIDER: **Desert Services**
PHONE: **480-513-8986**
E-MAIL: **Jayson@desertservices.net**
ATTENTION: **Jayson Roti**

PROJECT: **AMS - Mesa**
JOB #: **24-057**
CC#: **17-624**
CONTRACT #: **24057-24PSA**
CONTRACT AMOUNT: **\$17,845.00**

This Professional Services Agreement ("Agreement") is made as of this January 13, 2026 by and between **Desert Services**, located at 800 N. Mary Street, Tempe, AZ 85281 ("Provider"); and **BC Construction Group, Inc.**, located at 9829 Spencer Road, Brighton, MI 48114 ("Client").

ARTICLE 1 - THE PROJECT

The services to be provided under this Agreement are for the following project ("Project"):

Project: **AMS Mesa**
221 W. 6th Avenue
Mesa, AZ 85210

Owner: **Math and Science Success, Inc.**
3002 S. Priest Drive
Temple, AZ 85282

ARTICLE 2 - PROVIDER'S RESPONSIBILITY

The Provider shall provide SWPPP Consulting services together with all other professional services normally, customarily, or incidentally furnished for completion of the services of this Agreement. The Provider shall perform its services in accordance with this Agreement, Client's prime contract with the Project Owner, and the Owner's Project Program, and in other respects always act with that degree of care, skill, and diligence usually exercised by and expected of a Licensed Professional Engineer with experience in providing such professional services on projects of similar size and complexity to the Project, practicing in the same or similar locality under the same or similar circumstances (Applicable Standard of Care). The Provider represents that it is authorized to do business and properly licensed in good standing in the location of the Project.

The Provider shall coordinate its services with those services provided by the Client and the Client's consultants (including, without limitation, design-build services provided by the Client). The Provider shall fully cooperate with the Client's separate consultants. Provider shall review information provided by Client, Client's separate consultants, and Owner for the completeness necessary to the performance of the Services. Notwithstanding any review or approval by Client or Owner, Provider shall remain solely responsible for the accuracy, consistency, completeness, adequacy, and buildability of its Construction Documents or other deliverables. If any of Provider's employees proves unsatisfactory to the Client, upon request from the Client such employee shall be promptly replaced by Provider.

The Provider shall review the program and other information furnished by the Client and the Owner, and shall review all applicable Federal, State, and local laws, codes, and regulations applicable to the Provider's services and the design of the Project (collectively, "Codes"), including, without limitation, all applicable building codes, fire codes, life safety codes, and zoning ordinances. The Provider shall comply with all applicable Codes in providing the Services. The Provider is solely responsible for ensuring that any recommendations made in connection with the Services comply with all applicable Codes.

ARTICLE 3 - SERVICES OF THE PROVIDER

The Provider shall perform the following services ("Services") to the satisfaction of Client and in accordance with the terms of this Agreement, the Codes, and any other applicable laws, codes, ordinances, rules or regulations:

Provide SWPPP Consulting services including:

- SWPPP Narrative.
- SWPPP Sign.
- Dust Control Sign.
- Fire Access Sign.
- Permit Filing.
- Spill Kit.
- Third Party Compliance, CCIP/OCIP/ Insurance portal fees.
- Install EPA approved filter socks.
- Concrete roll-off for discharge.
- SWPPP approved Entrance.
- Track out grate.
- Inlet Protection.
- Provide SWPPP Inspections every 14 days and after qualifying rain events.

Any review by Client or the Project Owner of the Provider's deliverables shall be for Client's and Owner's own general purposes and shall not, in any event, relieve Provider of its obligations hereunder, including but not limited to the obligation to produce complete, coordinated, and accurate plans and specifications in accordance with the applicable standard of care.

ARTICLE 4 - TIME OF PERFORMANCE

The Provider shall perform its Services as agreed upon by the parties to this Agreement.

Installation starting January 21st, 2026.

Time is of the essence for the Provider to provide the Services and the Provider agrees to work expeditiously and shall perform its services within the time periods established in the project schedule agreed upon by the parties.

The Provider shall promptly address and resolve any problematic design/engineering field related issues, including corrections to errors, omissions, ambiguities or inconsistencies in the documents prepared by the Provider or the Services. If a field problem is related to inaccurate or un-coordinated documents, or otherwise caused by the Provider's failure to meet the Applicable Standard of Care, then the cost for revising said documents and correcting the problem shall be the Provider's responsibility.

ARTICLE 5 - PROVIDER'S COMPENSATION

Not to exceed Seventeen Thousand Eight Hundred Forty Five and 00/100 Dollars (\$17,845.00) Provider's compensation shall not be increased without written authorization signed by Client.

ARTICLE 6 - MODIFICATION AND TERMINATION

This Agreement may be modified or amended only by written instrument signed by the parties hereto, and the Provider's compensation and time of performance of the Agreement may be adjusted if they are materially affected by such modification or amendment.

This Agreement may be terminated by Client at any time upon seven (7) days' written notification to the Provider.

This Agreement may be terminated by the Provider upon seven (7) days' written notice if Client is in substantial breach of any of its provisions, or if the Project is suspended for sixty (60) days or more.

If either the Provider or Client terminates the Agreement, Provider shall immediately cease all activities and promptly give Client all work produced and files developed by Provider and all documents provided by Client under the Agreement. Under such circumstances, Client will reimburse Provider all fees, costs and expenses properly incurred to the date of the termination (and those which cannot reasonably be avoided though incurred after such date) consistent with the Agreement (but less any set-off amounts caused by Provider's breach of the Agreement or other error, omission, or negligence).

ARTICLE 7 - INSURANCE

Provider hereby agrees to purchase and maintain through an insurance company with an A.M. Best A-VIII or better and acceptable to Client, throughout the progress of the Project, and to provide evidence of coverage for the following insurance:

- **Provider shall comply with the more stringent of the insurance requirements as set forth in the contract documents prior to commencing Services on the Project.**

- Client and Owner (see first page for Owner name), as required, shall be endorsed as a named additional insured on General Liability and Auto Liability policies using endorsements CG 2010 and CG 2037 or equivalent.
- Waiver of Subrogation required for General Liability, Auto Liability and Workers Compensation.
- 30-Day Written Notice of Cancellation in favor of Client.
- Certificates shall be Acord 25 forms (latest version).

Commercial General Liability

General aggregate for this project	\$2,000,000
Products/Completed Operations aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each occurrence	\$1,000,000

Coverages to be included: Contractual liability, Explosion, Collapse and Underground (XCU), Independent Contractors Coverage, Personal Injury (Agreements A, B, and C), including coverage for suits brought by employees of Provider's consultants (if any).

In the event a General Liability claim is made, if the Provider is determined to be at fault, the deductible associated with the claim shall be paid for by this Provider.

Coverage shall be written on an occurrence basis. Provider's insurance shall be primary. Completed operations coverage shall remain in effect for at least two (2) years after substantial completion of the project.

Professional Liability (Errors and Omissions Insurance) shall be provided with the following minimum limits:

*All design builder trades to carry E & O insurance

Professional Liability Insurance	\$2,000,000 per occurrence/annual aggregate
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Automobile Liability

Coverages to be included are any auto, hired autos and non-owned autos.

Bodily Injury and Property Damage	\$1,000,000 combined single limit
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Umbrella Liability or Excess Liability

Umbrella or Excess Policies are subject to all of the terms and conditions of the primary general liability, automobile liability and employer's liability policies beneath it. In the event of conflict, it is the underlying policy provisions that take precedence.

Aggregate for this project	\$1,000,000
Each occurrence	\$1,000,000

Workers Compensation

Coverage must include statutory limits prescribed in the state in which the Project is located, as well as:

<i>Employers Liability Insurance</i>	
Each accident	\$500,000
Disease – Each employee	\$500,000
Disease – Policy limit	\$500,000

Provider shall furnish evidence satisfactory to Client that all employees at the job site in any way under the direction and control of Provider are covered by Provider's insurance, including leased employees, sole proprietors, partners, corporate officers, working partners, individual employers, or consultants of Provider.

ARTICLE 8 - INDEMNIFICATION

Provider agrees that injuries to any person or damage to any property incurred due to its negligent error, omission, or act is the responsibility of Provider. Provider represents and assures that Client's and/or the Owner's use of products, process, techniques and methodologies recommended by the Provider or developed by the Provider will not infringe upon the copyright, patent, or other proprietary rights of others. It is understood and agreed that, to the fullest extent permitted by law, the Provider shall defend, indemnify, and hold harmless Client, the Project Owner, and their respective successors and assigns, from all claims, costs, losses, expenses, damages, and judgments, including court costs and attorneys' fees, which arise out of the Provider's breach of this Article, willful misconduct, or negligent errors, omissions, or acts under or in connection with the Agreement and/or the Services.

ARTICLE 9 - DISPUTE RESOLUTION

Should any claim arise between the Client and the Provider, the parties agree to submit such claim to mediation, as a condition precedent to binding dispute resolution. A mutually agreeable mediator or mediation service shall be agreed upon by both parties. The parties shall share the mediator's fee and any filing fees equally.

Arbitration shall be the method for binding dispute resolution for any claims, disputes, or other matters in controversy arising out of or related to the Agreement. If mediation fails to resolve the dispute, the claim(s) may be submitted to binding arbitration. Any arbitration shall be commenced within a reasonable time after the parties fail to resolve a claim in Mediation. In no event shall demand for arbitration be made or permitted after the date when the institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations. All arbitration proceedings shall be conducted in accordance with the procedure established by the Construction Industry Rules of the American Arbitration Association then in effect. Such arbitration shall take place at the American Arbitration Association's Southfield, Michigan, office or within 20 miles thereof. Any arbitration proceeding may include all relevant parties; hence, the parties consent to the inclusion, by consolidation or joinder or in any other reasonable manner, of other persons involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. In the event that the dispute between Client and Provider in any way involves the Owner, Provider shall submit to the jurisdiction of, and participate in all proceedings between Owner and Client, should Client so demand. The agreement herein among the parties to arbitrate shall be specifically enforceable in any court having jurisdiction thereof. Any award rendered by the arbitrator(s) pursuant to any arbitration shall be final and binding upon the parties hereto, and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

ARTICLE 10 - PAYMENT OF SERVICES

Our intent is always to pay for services rendered in a 30-40 day period from the date Client receives Provider's invoice. We are subject to customers and their agreements and can only pay for services rendered when we have been paid by our customers. To the extent permitted by applicable law, it is understood and agreed that Client's receipt of payment from the Project Owner for Provider's Services shall be a condition precedent of Client's obligation to make payment to Provider for such services. All subcontractors are required to submit all contract billing requirements through gcpay.com.

ARTICLE 11 - MISCELLANEOUS PROVISIONS

All intellectual property of any kind, such as drawings, specifications, reports, supporting data, and other deliverables, however stored or presented, furnished by Provider to Client and/or Owner, or developed by Provider in connection with the delivery of the Services under this Agreement, are Instruments of Service that shall become the property of Client upon payment in full of all monies due Provider for the Services, exclusive of monies which are the subject of a good faith dispute. Upon request, Provider shall execute whatever documentation Client deems necessary or appropriate to confirm or validate Client's ownership of such intellectual property.

All notices or other communication under this Agreement shall be deemed to have been given when received by the party to whom sent at the addresses set forth below:

BC Construction Group, Inc.
Attn: John Eliuk
9829 Spencer Road
Brighton, MI 48114
810-360-412
John@bccgp.com

Desert Services
Attn: Jayson Roti
800 N. Mary Street
Tempe, AZ 85281
480-513-8986
Jayson@desertservices.net

Any such notice or communication shall be transmitted by overnight delivery to the physical address shown, or by email to the email address shown with a contemporaneous copy to the physical address shown and mailed via first class mail, postage prepaid (or certified mail, return receipt requested).

No claim for changed or extra work or services ("Additional Services") shall be recognized except on written authorization signed by Client.

The terms and conditions of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions continues to be valid and enforceable.

This Agreement shall be governed by the law in effect at the location of the Project.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter, and this Agreement supersedes all prior negotiations. Any conflicting or supplemental terms and conditions of the Provider will not be accepted, and notice of objection thereto is hereby given. The Provider may not assign or transfer the Agreement or any interest or claim under the Agreement without prior written approval of Client.

The provider agrees to comply with all of Client's safety policies in place for the Project while on the Project site.

ARTICLE 12 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except for liability for liquidated damages, consequential damages, and/or special damages incurred per the terms of the prime contract between the Project Owner and Client, and except for consequential or special damages for which liability is incurred under Article 8, Provider and Client waive all other consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Agreement or the Services provided by Provider, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct, or negligent act or omission of either of them or their employees, agents, consultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Agreement.

ARTICLE 13 – PROVIDER'S OBLIGATIONS DERIVATIVE.

Client and Provider are mutually bound by the terms of this Agreement. To the extent that the terms of the prime contract between the Project Owner and Client apply to the performance of Provider's Services, then Client assumes toward Provider all the obligations, rights, duties, and remedies that Project Owner assumes toward Client. In an identical way, Provider assumes toward Client all the same obligations, rights, duties, and remedies that Client assumes toward the Project Owner. In the event of an inconsistency among the documents, Provider shall comply with the more stringent requirement or conform to the higher standard.

In witness whereof, the parties hereto have executed this Agreement as of the date first written above.

Desert Services

By: _____

Signature: _____

Title: _____

Date: _____

BC Construction Group, Inc.

By: _____

Signature: _____

Title: _____

Date: _____



Project Information