



PROFESSIONAL SERVICES AGREEMENT
Design Services
ALLEYWAY REHAB PM10 DUST EMISSIONS REDUCTION 2
Project No. ST2112.201
Council Date: June 10, 2021 Item No.

THIS AGREEMENT ("Agreement") is made and entered into on the ____ day of _____, 2021 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Premier Engineering, Corporation**, an Arizona corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Design Services for **ALLEYWAY REHAB PM10 DUST EMISSIONS REDUCTION 2** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **250** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **\$72,376.88** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

As part of Consultant's services under this Agreement, City will provide furnished items, services, or obligations as detailed in **Exhibit "D"**.

SECTION V--GENERAL CONDITIONS

5.1 Notices. Unless otherwise provided herein, demands under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	City of Chandler Public Works & Utilities Department Attn: CIP City Engineer P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3343 Email: andrew.goh@chandleraz.gov
With a Copy to:	Project Manager City of Chandler Public Works & Utilities Department P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
To Consultant:	Premier Engineering Corporation 6437 W. Chandler Blvd., Chandler AZ 85226 Statutory Agent Name: P Douglas Folk Statutory Agent Mailing Address: 14850 N. Scottsdale Rd., Ste. 500 Scottsdale AZ 85254 Statutory Agent Physical Address: (if different than mailing address) [REDACTED] Consultant's Authorized Project Representative: Name: C. Gnanasambanthan Title: President Mailing Address: 6437 W. Chandler Blvd., Chandler AZ 85226 Physical Address: [REDACTED] (if different than mailing address) Phone: 480-829-6000 Email: cg@pre-engr.com

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final contract payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its contracts with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the accuracy of all cost and pricing data. City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from Consultant following

Consultant following final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

5.3 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by City. However, before any modified work is started, a written amendment must be approved and executed by City and Consultant. Such amendment must not be effective until approved by City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to Consultant may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra services or materials furnished by Consultant will be allowed by City except as provided herein, nor must Consultant do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by Consultant without prior written authorization will be at Consultant's own risk, cost, and expense, and Consultant hereby agrees that without written authorization Consultant will make no claim for compensation for such work or materials furnished.

5.4 Termination. City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section III of this Agreement, and as mutually agreed upon by Consultant and City. If there is no mutual agreement on payment, the final determination will be made in accordance with the "Disputes" provision in this Agreement. However, in no event may the fee exceed the fee set forth in Section III of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.5 Indemnification. To the extent permitted by law, the Consultant ("Indemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("Indemnitee") from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Consultant must procure insurance under the terms and conditions and for the amounts of coverage set forth in **Exhibit "C"** against claims that may arise from or relate to performance of the work under this Agreement by Consultant and its agents, representatives, employees, and subconsultants. Consultant and any subconsultant must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits stated in **Exhibit "C"** are sufficient to protect Consultant from liabilities that might arise out of the performance of the work under this Agreement by Consultant, Consultant's agents, representatives, employees, or subconsultants. Consultant is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. Consultant agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.8 Successors and Assigns. City and Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Consultant may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and City.

5.9 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Consultant and City, the final determination at the administrative level will be made by City Engineer.

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for

the completeness and accuracy of Consultant's services, data, and other work prepared or compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

5.11 Reporting. Written monthly reports, along with updated work schedules, will be made by Consultant in the format prescribed by City. These reports will be delivered to City per schedule. When requested by City, Consultant will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Consultant. For this Agreement Consultant constitutes an independent contractor. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of accomplishing the work or to exercise a measure of control over the work means that Consultant must follow the wishes of City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, Consultant must submit to City detailed resumes of key personnel that will be involved in performing services prescribed in the Agreement. City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that Consultant desires to change key personnel while performing under the Agreement, Consultant must submit the qualifications of the new personnel to City for prior approval. Key personnel include, but are not limited to, principals-in-charge, project manager, and project Consultant. Consultant will maintain an adequate and competent staff of qualified persons, as may be determined by City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If City objects, with reasonable cause, to any of Consultant's staff, Consultant must take prompt corrective action acceptable to City and, if required, remove such personnel from the Project and replace with new personnel agreed to by City.

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding a contract to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees Consultant and each subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Consultant's or subconsultant's employee who provides services under this Agreement to ensure that Consultant and subconsultants comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof

must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section, of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other contract with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City

sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by Consultant must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or

circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in **Exhibit "A"**, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to Consultant, which are identified by City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Consultant secondary distribution, disclosure, copying, or duplication in any manner is prohibited without City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E - Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set

forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Consultant, subconsultants or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Consultant (including, but not limited to, all parts and labor) at Consultant's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to City on or before City's final acceptance of Consultant's services under this Agreement.

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

5.43 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

SIGNATURE PAGE TO FOLLOW

This Agreement will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY"

CITY OF CHANDLER

MAYOR

Recommended By:

Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney



ATTEST:

City Clerk

Seal

"CONSULTANT"

Premier Engineering Corporation

C. Gnanasambanthan 5/6/21

Signature

Date

C. Gnanasambanthan

Print Name

President

Title

cg@pre-engr.com

Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

March 18, 2021
Revised April 14, 2021

City of Chandler
Public Works & Utilities
215 E. Buffalo Street, Ste. 101
Chandler, AZ 85244-4008

Attn: Mr. Daniel Haskins, PE

Re: Alleyway Rehab PM10 Dust Emissions Reduction 2
City of Chandler Project No.: ST2112-201
Premier Proposal No. 2021-019-07

Dear Mr. Haskins:

Enclosed is our revised scope and fee proposal package to provide engineering design services for the Alleyway Rehab PM10 Dust Emissions Reduction 2 project for your review. The revisions are based on submittal review comments dated 4/5/21.

Our proposed revised lump sum per task fee for the attached scope of services is **\$72,377.00** (Seventy Two Thousand Three Hundred Seventy-Seven dollars only), which includes a fee of \$67,377.00 for basic design services and a fee of \$5,000.00 for allowances for additional design services as outlined below and in the attached scope of work.

- Basic Services\$67,377.00
- Allowance (Unforeseen Conditions)..... \$5,000.00

We appreciate the opportunity provided by the City of Chandler and look forward to working with you on this project. If you have any questions or need additional information, please do not hesitate to call me at 480-829-6000.

Sincerely,

Premier Engineering Corporation

C. Gnanasambanthan

C. Gnanasambanthan, PE
President

Encl: Exhibit A Scope of Services/Schedule
Exhibit B Fee Schedule

**ALLEYWAY REHAB PM10 DUST EMISSIONS REDUCTION 2
(FMA 16, 25, 39, and 40)
ST2112**

**EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE**

**March 18, 2021
Revised April 13, 2021**

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

- 1.1 The project description and scope of construction are based on a design Scoping Meeting held on February 25, 2021, and the subsequent meeting minutes prepared by the City. The project construction is funded with Federal Congestion Mitigation Air Quality (CMAQ) while the design is locally funded.
- 1.2 Consultant will provide services for the design, permitting, development of construction documents, and specified construction administration for the development of alleyway improvements for PM10 dust emissions reduction located at FMA Page 16, Page 25, Page 39, and Page 40 Chandler, Arizona, and as more specifically described herein below.
- 1.3 The facility design may include, but not be limited to, replacing the top four to six inches of dirt, gravel and older aggregate base course with crushed asphalt milling materials creating a more dust free driving surface for approximately 10.31 miles of alleys. The width of the millings will be 12-14 feet leaving 24 to 36 inches on both sides that are undisturbed and allow for above ground utility facilities (right-of-way widths are typically 16 feet wide with some 20 feet wide alleys adjacent to commercial properties).
- 1.4 The project design, construction, furnishing and equipping budget is \$1,481,596.00 (MAG TIP). All design, construction and furnishing of the project will be completed within this budget.
- 1.5 Consultant will provide design services for the Project including, but not limited to, civil engineering and environmental planning services.

2. ASSIGNMENT:

- 2.1 The design contract has been awarded to Premier Engineering Corporation (Premier) based on their proposed personnel and specified subconsultants. Any deviations or substitutions of these team members must be pre-approved in writing by the City. Those persons listed in Exhibit B will perform those portions of the work listed therein.

3. PROJECT SCHEDULE:

- 3.1 Once all contracts are signed after the Council Memo, the City will send out the NTP date. At that time, the City will reach out and schedule a Design Kickoff Meeting (virtual). The consultant PM will attend this meeting (2 hours).
- 3.2 Premier must perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference.
- 3.3 Premier must adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of City. Consultant must revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. Consultant must take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist Consultant.
- 3.4 City of Chandler will take 14 calendar days to review design submittals.

4. QUALITY CONTROL:

- 4.1 Premier must institute and comply with the Design Quality Control Plan and submit it to the City for approval.

5. PRELIMINARY RESEARCH:

- 5.1 As for preliminary research before preparing the project design, Premier will:
 - a. Perform a Document search for rights-of-way.
 - b. Perform a Document search for City policies, regulations, standards, design manuals, and requirements, etc. relevant to project.
 - c. Research all utility companies/agencies and acquire all available as-built and utility records.
 - d. Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by City.
 - e. Obtain existing contour maps to determine existing drainage patterns.
 - f. Record a GoPro video of all fences and gates along the alleyways included in this project. The video will be copied to CD's and submitted to the City.

6. UTILITY/AGENCY COORDINATION:

- 6.1 The City of Chandler administers planning, permitting, and construction process in accordance with the Arizona Utility Coordinating Committee (AUCC) Public Improvement Project Guide.
- 6.2 The City of Chandler's Utility Coordinator is Leann Johnson.
- 6.3 The City of Chandler Utility Coordinator and Project Manager must be copied on any communications to utility companies.
- 6.4 Premier will provide plans (location maps) to utility companies and copy the City PM and Utility Coordinator.
- 6.5 Prepare utility clearance and conflict letters at the 100% design level per City of Chandler provided template.

7. PROJECT MANAGEMENT & ADMINISTRATION:

- 7.1 Premier shall coordinate with affected City Departments, Subconsultants, and other stakeholders as required, to administer the project. Premier shall prepare a project execution plan, setup the budget in our accounting system, and prepare monthly invoices and progress reports for submittal to the City PM.

8. SCOPING DOCUMENT (Project Assessment):

- 8.1 A draft and final project assessment will be submitted via email or FTP to the Chandler PM and include the following:
 - a. Overview and Project Background
 - b. Project Scope of Work
 - c. Project Development Considerations
 - d. Environmental Considerations (see Logan Simpson scope of work)
 - e. Typical Alley Cross Section
 - f. Drainage
 - g. Right-of-way Requirements (none)
 - h. Utilities
 - i. Construction Impacts
 - j. Estimated Project Costs
 - k. Estimated Project Schedule
 - l. Other Requirements
 - m. Appendices including typical section, maps of alleys, and selected alley photographs
- 8.2 After City review of the draft PA, comments will be sent to the consultant and a comment review meeting will be held virtually and attended by the Consultant PM.

Premier will prepare an agenda and meeting summary.

9. CONSTRUCTION DOCUMENTS (90% Document Review):

- 9.1 Based on the approved project assessment documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by City, Premier must prepare, for approval by City, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. When the design is approximately ninety percent (90%) complete Consultant must do the following:
- a. Prepare plans, sections, schedules, notes, technical specifications, and federal provisions as required, to be able to bid and construct the project in its entirety.
 - b. Project Specific Special Provisions will be prepared by the City's PM.
 - c. General Conditions will be provided by the City.
 - d. Technical specifications will include 16 bid items – 10 bid items have standard specifications, 3 bid items were created on project ST1909.401 and can be revised, and 3 bid items will be created from scratch.
 - e. Plan sheets will include cover sheet, general notes with typical sections, environmental requirements, and four map sheets (one area per sheet).
 - f. Cover sheet to be provided by City on diskette (AutoCAD 2014).
 - g. Provide City of Chandler with a copy of the AutoCAD files.
 - h. Biological resources, hazardous materials, agency scoping and cultural resources (Logan Simpson).
 - i. Prepare draft Categorical Exclusions (ADOT).
 - j. PISA, Biological Evaluation, Cultural Resources reports (Logan Simpson).
 - k. Conduct a limited document set (plans & Specs) review in the presence of all consultants and City's representatives. Premier will document this review.
 - l. Submit to City's PM using the City's electronic plan review process. The Consultant will create an account under the website <https://developmentpermits.chandleraz.gov/clics/> to include original redline drawings and comments received from previous review along with a review summary indicating action taken.

10. CONSTRUCTION DOCUMENTS (100% Document Review):

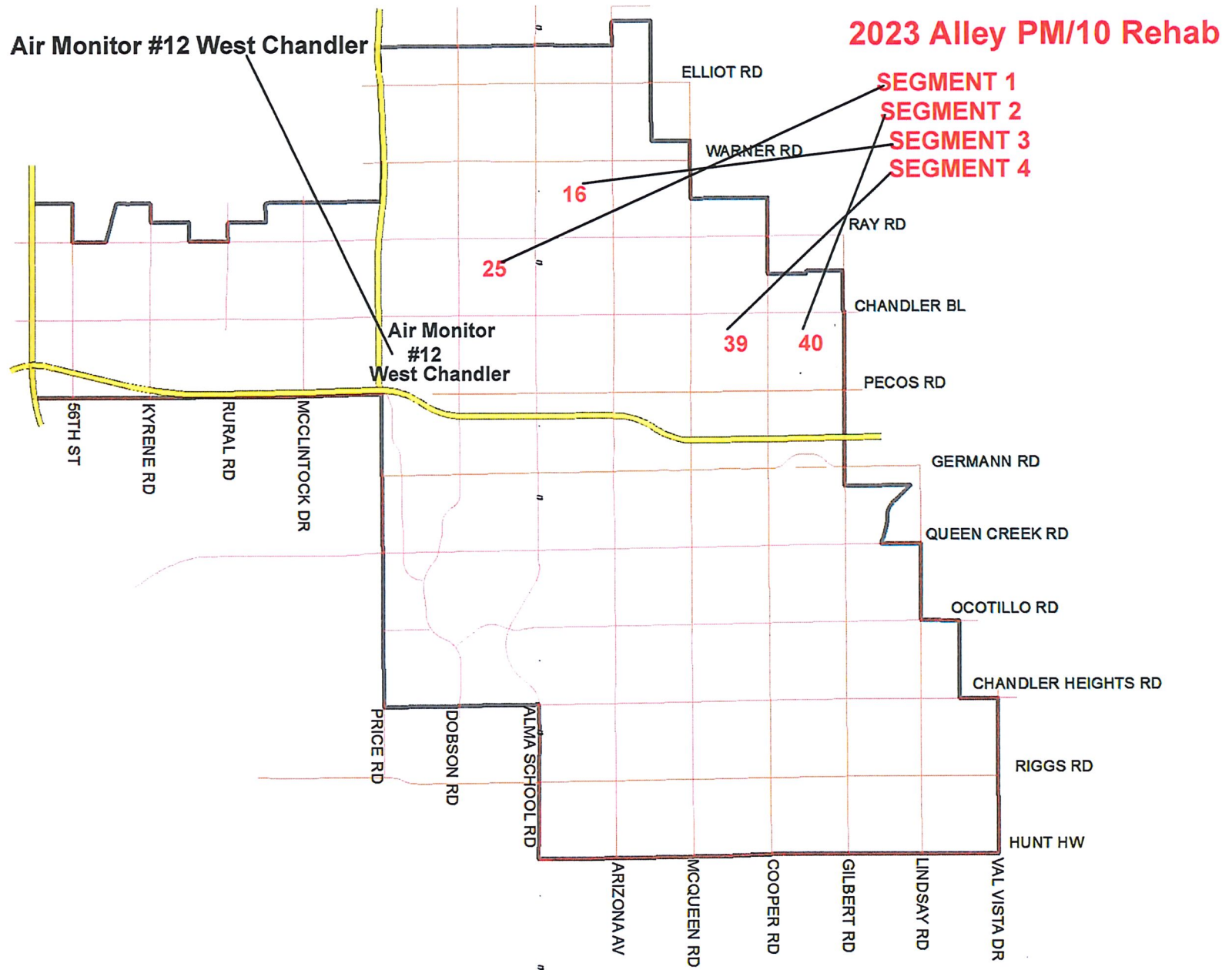
- 10.1 Premier will submit bid documents to Development Services for building permit using the City's electronic plan review process. All plans, calculations and specifications will be stamped. The specifications will be 8-1/2" x 11" and in electronic format in Microsoft Word 2010. Plans will be pdfs as well as on diskette Auto CAD release 14 or R2000. Include original redline drawings and comments received from previous review along with a review summary indicating action taken. Also, include final environmental documents.

11. BID & AWARD (Mylar Bid Submittal):

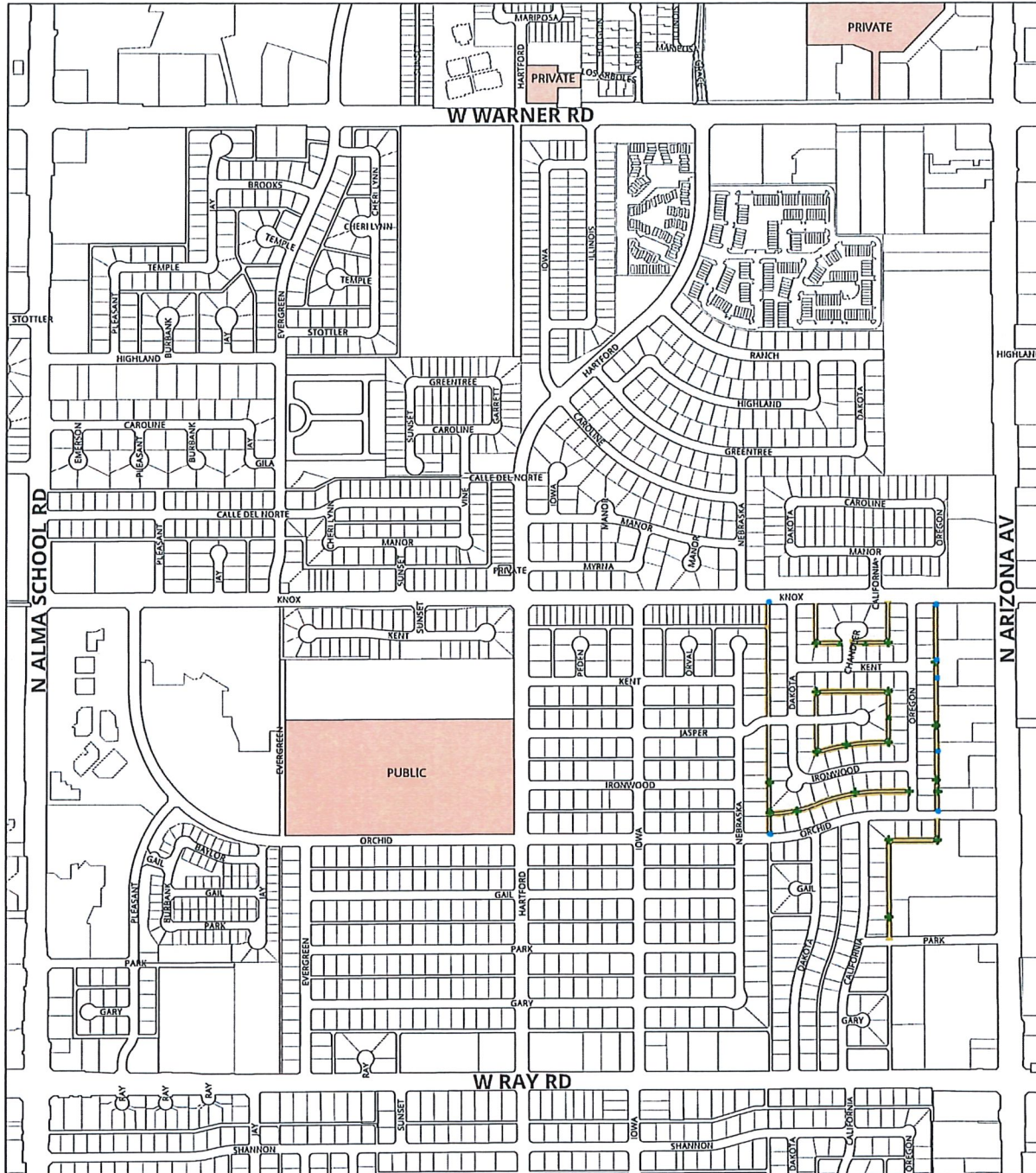
- 11.1 Premier will pick-up plan review final comments and prepare one full size stamped

Mylar cover sheet for reproduction and 3 full size black bond copies, along with an electronic copy of the PS&Es. City will have the bid sets reproduced from these Mylar's.

- 11.2 Premier will assist City in the preparation of the Bid Form.
- 11.3 Premier will attend and participate at the pre-bid conference for the purpose of answering technical questions from potential bidders.
- 11.4 Premier will prepare addenda for review and approval by City. City will distribute.
- 11.5 If bids are 10% over or under the "engineers estimate", Premier will be required to provide a detailed evaluation explaining differences. Then the documents will be modified and re-bid.



2023 ALLEY PM/10 REHAB SEGMENT 3



- ◆ 2023/2024 SURVEY MONUMENT
- ◆ 2023/2024 BRASS CAP
- 2023/2024 WATER VALVE
- ▲ 2023/2024 SEWER CLEANOUT
- ✚ 2023/2024 SEWER MANHOLE
- 2023/2024 STORM DRAIN
- 2023/2024, ALLEY PM10 REHAB
- SCHOOL SITE

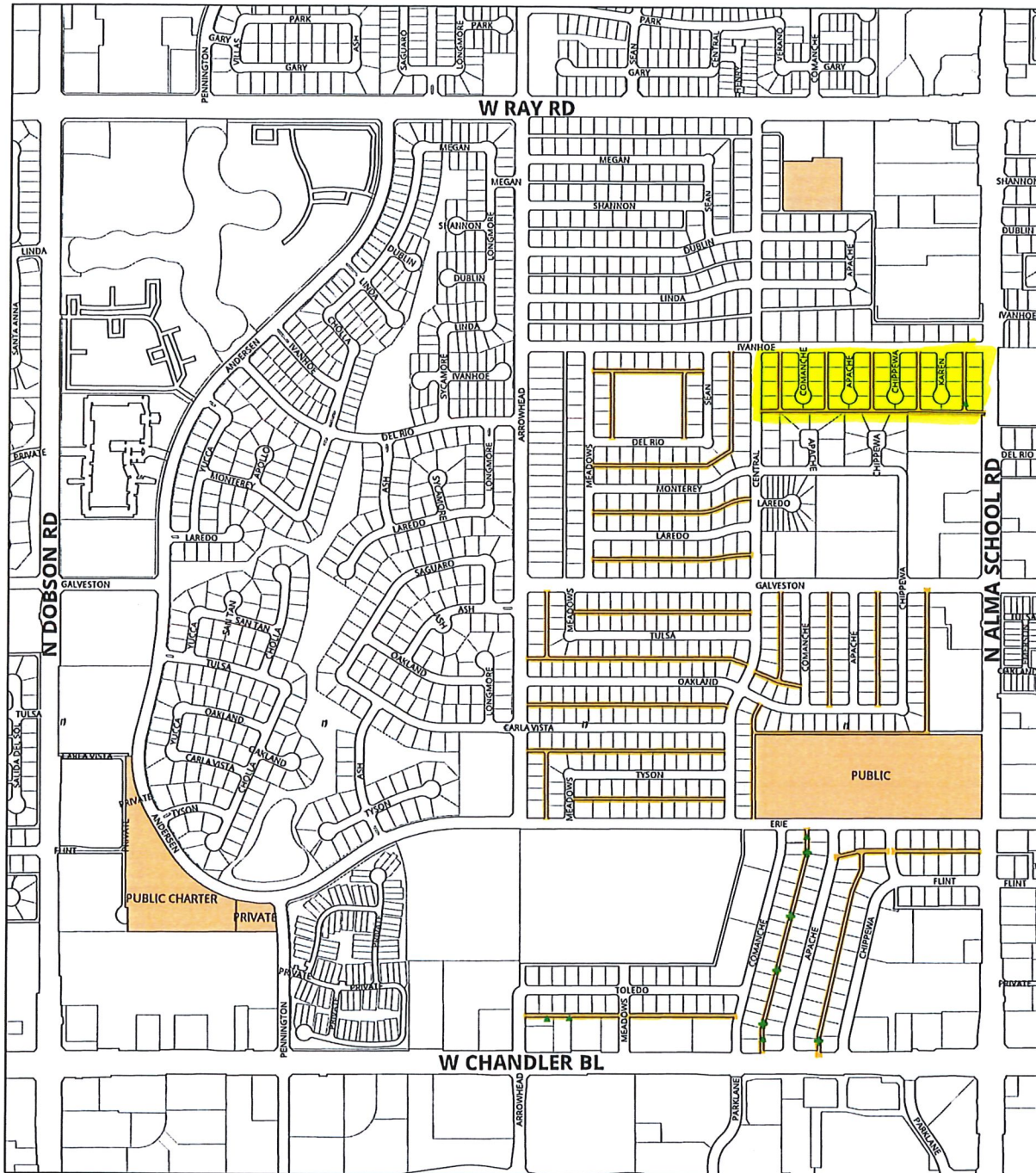
FMA PAGE 16	
FEATURE	COUNT
SURVEY MONUMENT	0
BRASS CAP	0
SEWER MANHOLE	19
SEWER CLEANOUT	3
STORM DRAIN	0
WATER VALVES	9

NOTE:
THE CITY OF CHANDLER IS NOT RESPONSIBLE
FOR EXACT UTILITY REPRESENTATION
OR LOCATIONS PROVIDED ON THESE MAPS.

Alley Mileage: 1.20 Miles

FMA Page 16

2023 ALLEY PM/10 REHAB SEGMENT 1



- ◆ 2023/2024 SURVEY MONUMENT
- ◆ 2023/2024 BRASS CAP
- 2023/2024 WATER VALVE
- ▲ 2023/2024 SEWER CLEANOUT
- ✚ 2023/2024 SEWER MANHOLE
- 2023/2024 STORM DRAIN
- 2023/2024, ALLEY PM10 REHAB
- SCHOOL SITE

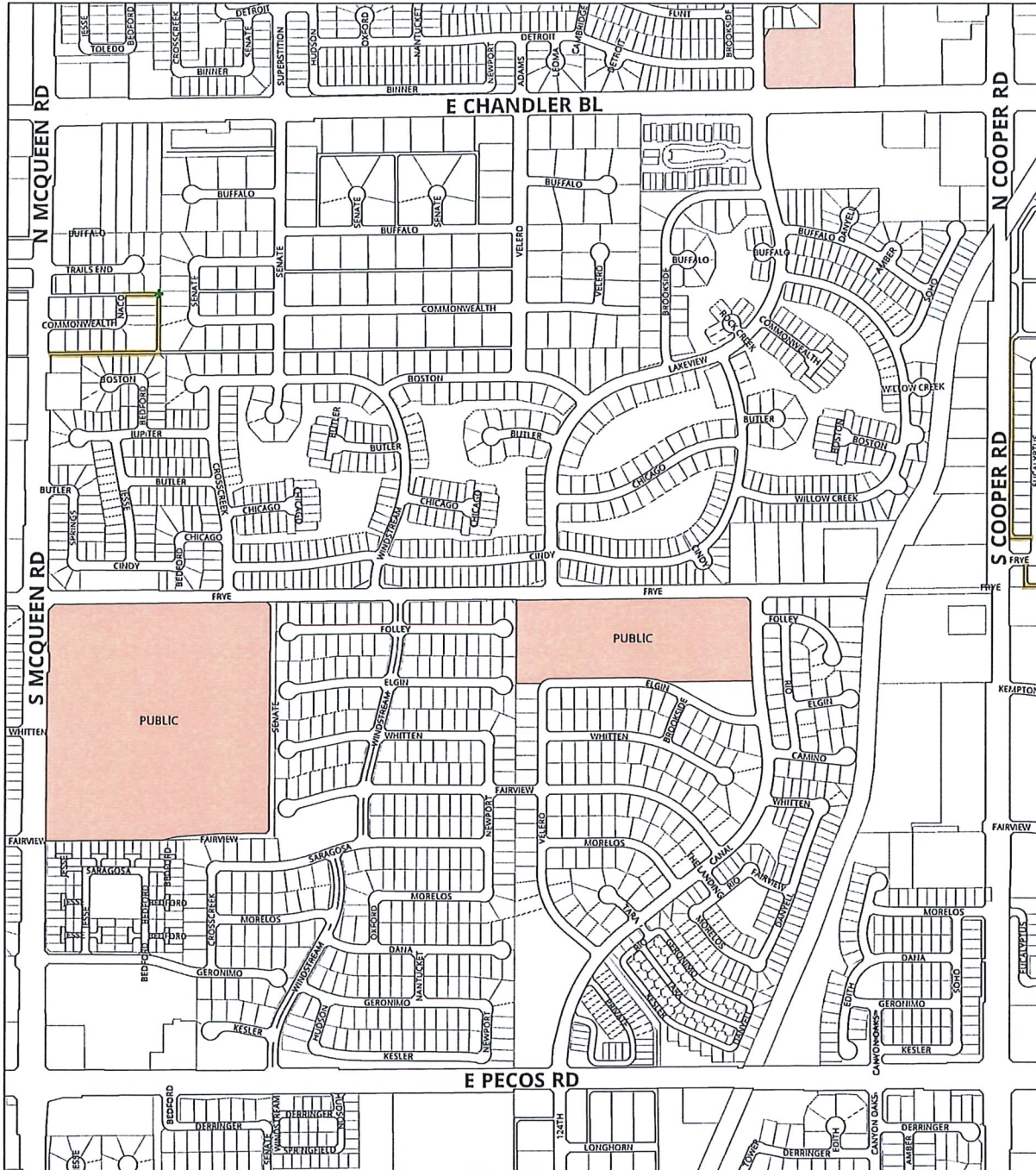
FMA PAGE 25	
FEATURE	COUNT
SURVEY MONUMENT	0
BRASS CAP	0
SEWER MANHOLE	6
SEWER CLEANOUT	6
STORM DRAIN	0
WATER VALVES	0

NOTE:
THE CITY OF CHANDLER IS NOT RESPONSIBLE
FOR EXACT UTILITY REPRESENTATION
OR LOCATIONS PROVIDED ON THESE MAPS.

Alley Mileage: 4.21 Miles

FMA Page 25

2023 ALLEY PM/10 REHAB SEGMENT 4



- ◆ 2023/2024 SURVEY MONUMENT
- ◆ 2023/2024 BRASS CAP
- 2023/2024 WATER VALVE
- ▲ 2023/2024 SEWER CLEANOUT
- ✚ 2023/2024 SEWER MANHOLE
- 2023/2024 STORM DRAIN
- 2023/2024, ALLEY PM10 REHAB
- SCHOOL SITE

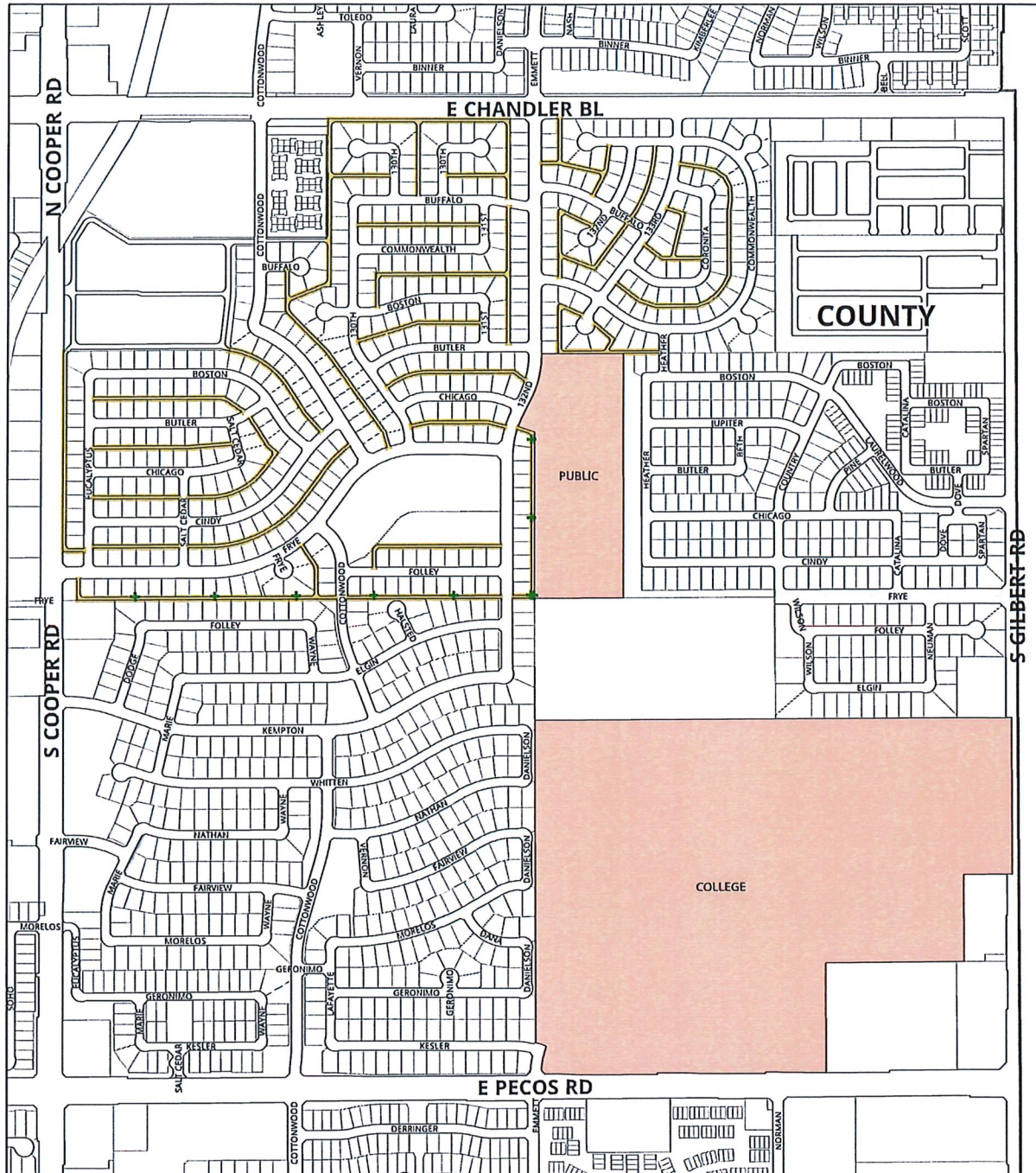
FMA PAGE 39	
FEATURE	COUNT
SURVEY MONUMENT	0
BRASS CAP	0
SEWER MANHOLE	1
SEWER CLEANOUT	0
STORM DRAIN	0
WATER VALVES	0

NOTE:
THE CITY OF CHANDLER IS NOT RESPONSIBLE
FOR EXACT UTILITY REPRESENTATION
OR LOCATIONS PROVIDED ON THESE MAPS.

Alley Mileage: 0.25 Miles

FMA Page 39

2023 ALLEY PM/10 REHAB SEGMENT 2



- ◆ 2023/2024 SURVEY MONUMENT
- ◆ 2023/2024 BRASS CAP
- 2023/2024 WATER VALVE
- ▲ 2023/2024 SEWER CLEANOUT
- ✚ 2023/2024 SEWER MANHOLE
- 2023/2024 STORM DRAIN
- 2023/2024, ALLEY PM10 REHAB
- SCHOOL SITE

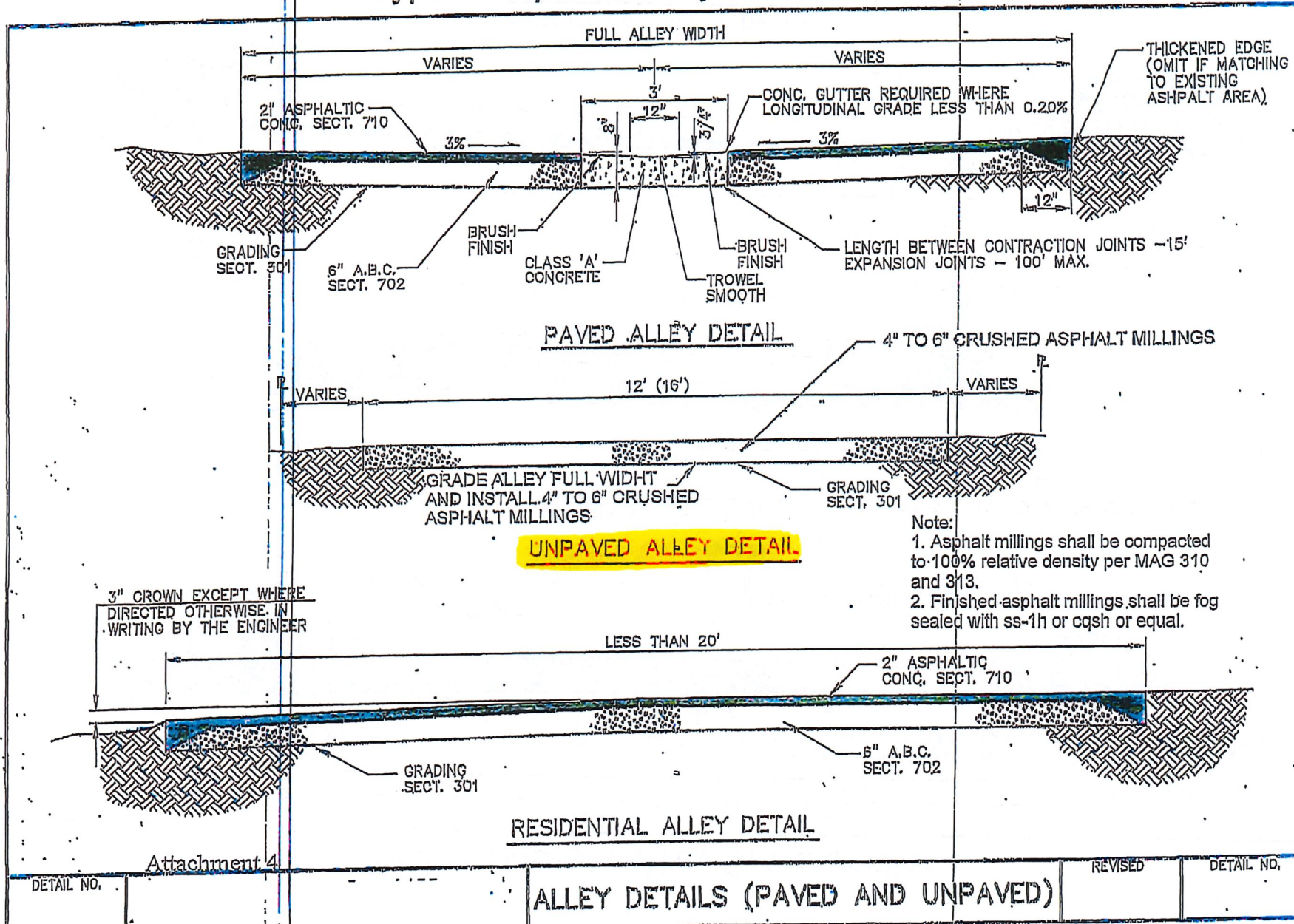
FMA PAGE 40	
FEATURE	COUNT
SURVEY MONUMENT	0
BRASS CAP	0
SEWER MANHOLE	9
SEWER CLEANOUT	0
STORM DRAIN	0
WATER VALVES	0

NOTE:
THE CITY OF CHANDLER IS NOT RESPONSIBLE
FOR EXACT UTILITY REPRESENTATION
OR LOCATIONS PROVIDED ON THESE MAPS.

Alley Mileage: 4.70 Miles

FMA Page 40

Typical Unpaved Alley Cross Section



Alley Rehab PM10 Emissions Reduction (ST2112)
--

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors													2022																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
							Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
1		Fee Proposal	51 days	Wed 3/17/21	Fri 5/28/21																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											



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

March 16, 2021

Mr. Roger Miles
Project Manager
Premier Engineering
6437 West Chandler Boulevard, Suite 1
Chandler, AZ 85226

Re: City of Chandler Project No. ST2112
Logan Simpson Project No. 213143
Alleyway Rehab PM10 Dust Emissions Reduction 2

Dear Mr. Miles:

Logan Simpson is pleased to submit this Scope of Work and Fee Estimate for the anticipated work to complete the environmental clearance and associated technical resources reports for the above-referenced project.

The Environmental Planner in our office that has been assigned to this project is Marshall Hayes. Should you have any questions please do not hesitate to contact Marshall at (480) 967-1343 or via e-mail at mhayes@logansimpson.com. We look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Patricia R. McCabe".

Patricia R. McCabe
Principal Environmental Planner

Attachments: (1) Scope of Work; (2) Task Order Worksheet; (3) Terracon Scope of Work



SCOPE OF WORK

ALLEYWAY REHAB PM10 DUST EMISSIONS REDUCTION 2
LOGAN SIMPSON PROJECT NO.: 213143

GENERAL

The City of Chandler (City), in coordination with the Arizona Department of Transportation (ADOT) is planning a dust emissions reduction project on approximately 10.31 miles of alleys within Chandler, Maricopa County, Arizona. The project includes replacing 4 to 6 inches of dirt and gravel with crushed asphalt milling materials within 4 separate segments throughout the City. The alleys are currently used by homeowners, utility companies, and garbage trucks to access backyards, utility boxes, and garbage cans on a daily basis. The project will improve the alleyway surface, improve the air quality and recycle material that would have been discarded from other street resurfacing projects.

The contractor/City will move solid waste cans to the front of houses and remove bulk trash placed in the alley prior to construction. It is assumed that the contractor would be responsible for public involvement and would notify all residents, businesses, and schools by flyer in advance of any street restriction or construction that may affect access to any property. The project is federally funded and will therefore require compliance with all federal requirements. The project area consists of City owned lands. No new right-of-way or easements are anticipated to be necessary. No detours will be necessary, but utility relocations may occur. Construction is anticipated to begin in Fiscal Year 2022/2023.

Logan Simpson will conduct the environmental investigations and prepare technical resource documentation to support the National Environmental Policy Act (NEPA) compliance for the project. It is anticipated that a Categorical Exclusion (CE) is the appropriate level of NEPA documentation for the project. The CE is anticipated to be prepared by ADOT Environmental Planning (EP) in the CE Checklist format in accordance with 23 U.S.C. 326 and a Memorandum of Understanding dated January 3, 2018, as executed by the Federal Highway Administration (FHWA) and ADOT. It is anticipated that ADOT EP will also prepare the Environmental Commitments and that ADOT will coordinate any necessary reviews of the draft CE Checklist with the City and other ADOT EP staff.

The following activities are excluded from this Scope of Work:

- ▶ Preparation of a Project Data and Field Review Form
- ▶ Preparation of the CE Checklist or Environmental Commitments
- ▶ Public meeting attendance or public scoping efforts
- ▶ Class III survey; flagging of cultural resources sites for avoidance; evaluation of the built environment; inventory of traditional cultural properties; separate historic road documentation; preparation of Section 106 agreement documents or treatment plans; or archaeological monitoring, testing, and/or data recovery
- ▶ Preparation of a detailed Biological Evaluation or Biological Assessment
- ▶ Formal Section 7 consultation with the US Fish and Wildlife Service (USFWS)
- ▶ Management Indicator Species Report or Migratory Bird Analysis Report
- ▶ Species-specific surveys
- ▶ Wild and scenic river coordination
- ▶ No business demographic surveys will be required.
- ▶ Sole source aquifer coordination with the US Environmental Protection Agency

- ▶ Clean Water Act Section 404 jurisdictional delineation, individual permit, or pre-construction notification for geotechnical investigations or project construction
- ▶ Clean Water Act Section 401 Individual Water Quality Certification for geotechnical investigations or project construction
- ▶ Visual field visit, coordination, technical analysis or report, or simulations
- ▶ Natural Resources Conservation Service Farmland Conversion Impact Rating Corridors form
- ▶ Section 4(f) consultation letters or Individual Section 4(f) evaluation document
- ▶ Phase I Environmental Site Assessment, lead-based paint testing, asbestos testing or hazardous materials monitoring
- ▶ Quantitative noise or air analyses
- ▶ Environmental Justice Evaluations

TASK 1 PROJECT MANAGEMENT, COORDINATION, AND MEETINGS

One Logan Simpson staff member will prepare for and attend a virtual project kick-off meeting and then perform an in-person field review. Additionally, one Logan Simpson staff member will prepare for and attend up to two, 1-hour progress meetings anticipated to occur via teleconference. Logan Simpson will review design plans for compliance and prepare the scope of work description for ADOT's completion of the CE checklist. Logan Simpson will provide ADOT EP with copies of environmental compliance documentation for the CE, as needed (e.g., project description, biological document, and hazardous materials reports).

Logan Simpson will provide Premier and the City with schedule updates and project coordination efforts over the course of the 6-month NEPA process, and will coordinate with ADOT EP. If project coordination efforts for the project exceed this estimation, a Task Order Revision will be necessary. At the completion of the project, Logan Simpson will complete project close out and submit records to Premier, the City, and ADOT EP.

TASK 2 ENVIRONMENTAL CONSIDERATIONS

Logan Simpson will compile the technical resources investigations and prepare environmental considerations which will include a brief summary of various resources preliminary findings and any recommendations for future action or associated mitigation measures. This memorandum will be submitted to Premier and the City for their use. We anticipate one round of review of the memorandum may be necessary.

TASK 3 BIOLOGICAL RESOURCES

A detailed Biological Evaluation is not anticipated to be necessary for this project based on its location and limited scope; therefore, a Biological Evaluation Short Form (BESF) will be completed for submittal to ADOT EP. Logan Simpson will conduct an on-site reconnaissance-level survey of the project area; utilize the Arizona Game and Fish Department's (AGFD) Online Review Tool Report and USFWS Information for Planning and Consultation (IPaC) species list provided by ADOT EP; conduct a literature review and access GIS-based natural resource data to obtain current information regarding threatened, endangered, and sensitive (TES) species occurrences in the project area; and document the absence of suitable or

occupied habitat for TES species in the BESF. Upon completion of the BESF, an electronic copy of the draft document will be provided to ADOT EP and the City for review. Following incorporation of review comments, an electronic copy of the final report will be provided to ADOT and the City.

TASK 4 HAZARDOUS MATERIALS

Terracon, as a subconsultant to Logan Simpson, will prepare a Preliminary Initial Site Assessment (PISA) (refer to attached Terracon Scope of Work). The PISA will consist of a records search and site visit to determine if hazardous materials concerns are located within the project area. Logan Simpson will review the report and provide any edits to Terracon for revision prior to submitting to the City and ADOT. Any mitigation measures for the project identified in the PISA will be included by ADOT EP in the Environmental Commitments, as needed.

Assumptions:

- No lead-based paint or asbestos testing is necessary.

TASK 5 AGENCY SCOPING

Agency scoping will be conducted in accordance with ADOT EP Guidelines for Agency and Public Scoping for Projects with Categorical Exclusions and Biological Scoping Guidelines (April 2019). Logan Simpson will prepare and submit draft agency scoping letters and the distribution list to ADOT, the City, and Premier for review and approval. The scoping letters will be prepared on City letterhead with City signature. Preparation of the scoping letters will occur following team approval of the project description. Logan Simpson will prepare the list of agencies according to ADOT EP guidelines.

Prior to mailing, electronic copies of the draft scoping letters and distribution list will be provided to the ADOT EP NEPA planner assigned to this project for their review and approval. Following incorporation of up to two rounds of review comments, Logan Simpson will mail the approved agency scoping letters and assumes no more than 40 letters will be mailed. Logan Simpson will coordinate with ADOT and the City regarding comments received from agencies and will provide up to 3 comment responses via phone or email. Logan Simpson will provide a record of all scoping materials to ADOT EP and the City for the project record.

Assumptions:

- Only agency scoping is included in this scope of work and no public scoping efforts are included.

TASK 6 CLASS L CULTURAL RESOURCES RECORDS SEARCH

This project is federally funded; therefore it will require compliance with Section 106 of the National Historic Preservation Act. Section 106 dictates the need for federal agencies to identify National Register of Historic Places (NRHP)-eligible and listed properties, consider any effects the project may have on historic properties, and conduct consultation with the State Historic Preservation Office (SHPO), Native American Tribes, land-managing agencies, and other interested parties.

Due to the disturbed nature of the currently in-use alleyways, the potential for finding cultural resources on the surface is highly unlikely. Therefore, a cultural resource survey is not warranted. Logan Simpson

will complete a Class I cultural resources records search of each of the four project segments. The literature review will include the project area and a half-mile buffer at each location. The literature review will examine relevant records from the National Register Information System, an online database of properties that have been listed on the National Register of Historic Places (NRHP); AZSITE, an online database of documented cultural resources within the state; and records at the Arizona State Museum's Archaeological Records Office. Additionally, historical documents, such as General Land Office (GLO) and United State Geologic Survey (USGS) maps, will be evaluated for potentially undocumented cultural properties.

Findings from the records search will be included in a Class I cultural resources assessment report to provide further information about the cultural history of the project area. The Class I report will determine the potential for subsurface deposits at each of the project locations in order to make recommendations for archaeological monitoring during ground-disturbing activities. We anticipate submitting the draft report within three weeks (15 business days) after receiving notice to proceed (NTP) for this project. An electronic copy of the draft report will be submitted to the client for review. Logan Simpson will address all comments on the survey report, then submit final deliverables to the client.

Logan Simpson will assist with Section 106 consultation by drafting consultation cover letters to be submitted to consulting parties and Native American Tribes with the draft technical report. Logan Simpson will provide the draft cover letter as a Microsoft Word file that can be modified as needed and add the proper letterhead and signatures.



March 16, 2021

Mr. Marshall Hayes
Environmental Planner
Logan Simpson
51 West Third Street, Suite 450
Tempe, Arizona 85281

Re: Scope & Cost Proposal
Preliminary Initial Site Assessment
City of Chandler Alley Rehab
Southwest of Knox Road and Arizona Avenue
Southwest of Ivanhoe Street and Alma School Road
East of Commonwealth Place and McQueen Road
Northeast of Frye Road and Cooper Road
Chandler, Maricopa County, Arizona
Logan Simpson Project No. TBD
ADOT TRACS No. TBD
Federal No. TBD
Terracon Proposal No. P65217233-revised

Dear Mr. Hayes:

Terracon is pleased to submit this cost proposal for providing environmental services for the subject project. The proposed services include a Preliminary Initial Site Assessment (PISA). This proposal includes an outline of the project information provided to us, the proposed scope of services, our fee, and the proposed schedule.

A. PROJECT INFORMATION

As we understand, Logan Simpson is undertaking environmental services for the City of Chandler (City) and Arizona Department of Transportation (ADOT) for an alley improvement project. A description of the project has been provided to Terracon by Logan Simpson:

The City, in coordination with the ADOT is planning a dust emissions reduction project on approximately 10.31 miles of alleys within Chandler, Maricopa County, Arizona. The project includes replacing 4 to 6 inches of dirt and gravel with crushed asphalt milling materials within 4 separate segments throughout the City. The alleys are currently used by homeowners, utility companies, and garbage trucks to access backyards, utility boxes, and garbage cans on a daily basis. The project will improve the alleyway surface, improve the air quality and recycle material that would have been discarded from other street resurfacing projects.



Proposal for PISA

City of Chandler Alley Rehab ■ Chandler, Arizona
March 16, 2021 ■ Terracon Proposal No. P65217233



The City will move solid waste cans to the front of houses and remove bulk trash placed in the alley prior to construction. The project is federally funded and will therefore require compliance with all federal requirements. No new right-of-way or easements are necessary. No detours will be necessary, but utility relocations may occur. Construction is anticipated to begin in Fiscal Year 2022/2023.

We understand that ADOT will require a PISA for the project.

B. SCOPE OF SERVICES

Terracon estimates that the field studies for the PISA site reconnaissance may be conducted during one site visit over a period of one working day by one field person. We assume that the ADOT will provide necessary site access and traffic control for assessment and sampling activities performed by Terracon.

Preliminary Initial Site Assessment

Terracon will prepare a PISA for the areas identified by the client. The PISA will include a site reconnaissance, site photographs, and review of a regulatory database report. Field work for the PISA will be performed by staff that is 40-hour OSHA HAZWOPER certified, and that meets the definition of an Environmental Professional by the ASTM E1527-13 standard. The report will include a completed ADOT PISA Form. We anticipate that the draft PISA will be issued within approximately five weeks after receiving written authorization to proceed and access to the site.

C. COMPENSATION

The cost for our services, including all field work, database reports, and report preparation have been based on the scope of work outlined above, estimates of time required to complete the various services. The total cost estimate is **\$4,970.81** and a derivation of the cost proposal summary is attached.

We appreciate your consideration of Terracon for this work, and look forward to working as your environmental consultant on this and future projects.

Sincerely,

Terracon

A handwritten signature in black ink, appearing to read "Eric Lyding".

Eric Lyding, P.E.

Project Environmental Engineer

A handwritten signature in black ink, appearing to read "David M. Matson".

David M. Matson, CHMM

Principal

Enclosure: Derivation of Cost Proposal Summary

Eric Lyding
Terracon
4685 South Ash Avenue
Suite H-4
Tempe, AZ 85282

RE: Radius Map with GeoCheck

Dear Eric:

Environmental Data Resources, Inc. (EDR) is pleased to submit this proposal to Terracon to perform searches of our government environmental records.

SCOPE OF SERVICES

EDR proposes to search federal, state and local government records to produce an EDR Radius Map Report for the proposed area. The EDR Radius Map Report will provide a color map of the customer specified area. Federal, state and local databases will be searched to the minimum distances required by the ASTM Standard for Phase I site assessments, unless custom distances are requested by Terracon.

The date of order counts as first business day provided the order is received by 1:00 p.m. EST. The prices quoted below include U.S. Mail delivery. Federal Express delivery is available at the expense of Terracon.

We at EDR appreciate the opportunity to serve your environmental information needs and look forward to a mutually beneficial working relationship with Terracon. Please do not hesitate to contact me at **(800) 241-6476** with any questions or comments.

Sincerely,

Kim Gagnon, Customer Care Account Manager



Cc: Jennifer Hardy

COST ESTIMATE

Product*	Price**	Shipping Schedule
EDR Radius Map Report (No Geo)	\$105.00	6-8 business hours

EXHIBIT "B"
COMPENSATION AND FEES



ALLEYWAY REHAB PM10 DUST EMISSIONS REDUCTION 2
(FMA 16, 25, 39, 40)
ST2112

EXHIBIT "B-1"
Lump Sum Cost Per Task

<u>TASK DESCRIPTION</u>		<u>SUBTOTAL</u>
Task 1.0 Project Description & Scope of Construction		
Task 2.0 Assignment		
Task 3.0 Project Schedule		\$ 1,227.78
3.1	Prepare and Update Project Schedule	\$ 1,227.78
Task 4.0 Quality Control		\$ 1,227.78
4.1	Quality Control Plan	\$ 1,227.78
Task 5.0 Preliminary Research		\$ 5,607.88
5.1	Perform Document Search for Utility Maps and As-builts	\$ 1,635.03
5.2	Investigate Existing Conditions	\$ 1,165.35
5.3	Video All Fences and Gates Along Alleyways	\$ 2,807.50
Task 6.0 Utility/Agency Coordination		\$ 2,734.67
6.1	Coordination with Utilities (AUCC)	\$ 2,039.00
6.2	Prepare Utility Clearance Letters	\$ 695.67
Task 7.0 Project Management and Administration		\$ 5,231.18
7.1	Project Setup and Monthly Invoices	\$ 2,775.62
7.2	Coordination	\$ 2,455.56
Task 8.0 Scoping Document (Project Assessment)		\$ 10,229.50
8.1	Typical Alley Cross Section	\$ 681.43
8.2	Alley Maps	\$ 1,124.46
8.3	Drainage	\$ 1,663.51
8.4	Estimated Construction Costs	\$ 926.95
8.5	Draft Report	\$ 2,291.64
8.6	QA/QC	\$ 1,011.47
8.7	Review Meeting	\$ 1,391.34
8.8	Final Report	\$ 1,138.70
Task 9.0 Design Development (90%)		\$ 13,629.53
9.1	Prepare 90% CAD Base Plans	\$ 722.32
9.2	Prepare 90% Plans	\$ 6,269.78
9.3	Prepare 90% Technical Specifications and Federal Provisions	\$ 3,601.20
9.5	Prepare Construction Cost Estimate	\$ 688.55
9.6	QA/QC	\$ 1,454.50
9.7	Document Review with City (Over-the-Shoulder)	\$ 893.18
Task 10.0 Construction Documents (100%)		\$ 2,818.27
10.1	Prepare 100% Plans & Final Tech Specs	\$ 1,601.26
10.2	Final Environmental Documents (LSD)	\$ -
10.3	100% Engineer's Cost Estimate	\$ 323.83
10.4	Submit to City Development Services	\$ 893.18
Task 11.0 Bid & Award (Mylar Bid Submittal)		\$ 2,891.29
11.1	Incorporate Development Services Comments	\$ 1,131.58
11.2	Pre-Bid Conference	\$ 613.89
11.3	Issue Addenda as required	\$ 1,145.82
ALLOWANCES		\$ 5,000.00
	Allowance for Printing Expenses at Direct Cost	\$ -
	Owner's Allowance	\$ 5,000.00
LOGAN SIMPSON		\$ 21,779.00
	Environmental Services (see attached fee proposal and scope)	\$ 21,779.00
TOTAL COST:		\$ 72,376.88



ALLEYWAY REHAB PM10 DUST EMISSIONS REDUCTION 2
(FMA 16, 25, 39, 40)
ST2112

EXHIBIT "B-2"
Hours and Rates

	PM	Sr. Engr.	PE/Prof	CADD / Designer	Admin	< PROJECT ROLE	
	<i>Roger Miles</i>	<i>Bob Hansman</i>	<i>Michael Schoen</i>	<i>Abern Hayes</i>	<i>Joan McIntire</i>	< NAME OF PERSON	
	\$ 204.63	\$ 201.71	\$ 122.76	\$ 119.20	\$ 96.74	< HOURLY RATES	
TASK DESCRIPTION						TOTAL HOURS PER TASK	
3.0 Project Schedule	6	0	0	0	0	6	
3.1 Prepare and Update Project Schedule	6						
4.0 Quality Control	6	0	0	0	0	6	
4.1 Quality Control Plan	6						
5.0 Preliminary Research	4	0	6	34	0	44	
5.1 Perform Document Search for Utility Maps	1			12			
5.2 Investigate Existing Site Conditions	1		2	6			
5.3 Video All Fences and Gates	2		4	16			
6.0 Utility/Agency Coordination	5	0	12	2	0	19	
6.1 Coordination with Utilities (AUCC)	4		8	2			
6.2 Prepare Utility Clearance Letters	1		4				
7.0 Project Management and Administration	18	0	0	0	16	34	
7.1 Project Setup and Monthly Invoices	6				16		
7.2 Coordination	12						
8.0 Scoping Document (Project Assessment)	14	4	34	20	0	72	
8.1 Develop Typical Alley Cross Section	1			4			
8.2 Prepare Alley Maps	2			6			
8.3 Analyze Existing Drainage	1		8	4			
8.4 Prepare Construction Cost Estimate	1		2	4			
8.5 Prepare Draft Project Assessment Report	4		12				
8.6 Complete QA/QC Review	1	4					
8.7 Conduct Review Meeting	2		8				
8.8 Prepare Final Report	2		4	2			
9.0 Design Development (90%)	19	4	32	42	0	97	
9.1 Prepare 90% CAD Base Plans			2	4			
9.2 Prepare 90% Plans (7)	6		10	32			
9.3 Prepare 90% Technical Specs and Federal Provisions	8		16				
9.5 Prepare 90% Construction Cost Estimate	1		2	2			
9.6 Complete QA/QC Review	2	4		2			
9.7 Document Review with City (Over-the-Shoulder)	2		2	2			
10.0 Construction Documents (100%)	5	0	2	13	0	20	
10.1 Prepare 100% Plans and Tech Specs	2			10			
10.3 Prepare 100% Engineer's Cost Estimate	1			1			
10.4 Submit to City Development Services	2		2	2			
11.0 Bid & Award (Mylar Bid Submittal)	7	0	8	4	0	19	
11.1 Incorporate Development Services Comments	2		2	4			
11.2 Pre-bid Conference	3						
11.3 Issue Addenda as Required (2)	2		6				
TOTAL HOURS:	84	8	94	115	16	317	



Logan Simpson Design Inc.
 Project Name: Alleyway Rehab
 PM10 Dust Emissions Reduction 2
 LSD # 213143
 Date: 3/16/2021
 PM: Marshall Hayes
 Math check done by:

Tasks	Principal Environmental Planner	Environmental Planner, Associate	Permitting Specialist, Sr.	Biologist, Sr.	Biologist, Associate	Principal Archaeologist, Investigator	Archaeologist IV	Archaeologist III	Archaeologist II	GIS Analyst, Associate	GIS Technician	Subtotal Hours	Subtotal Costs	Direct Expenses		Total Labor and Exp.
														Terracon	Total	
														4,970.810		
Task 1. Project Management, Coordination, and Meetings																
Prepare for and attend project kick-off meeting and field review		1	3									4	\$ 501		\$ -	\$ 501
Prepare for and attend two, 1-hour progress meetings via teleconference			4									4	\$ 384		\$ -	\$ 384
Coordination		2	20									22	\$ 2,346		\$ -	\$ 2,346
Closeout			3									3	\$ 288		\$ -	\$ 288
Subtotal Task 1 Labor		3	30	0	0	0	0	0	0	0	0	33	\$ 3,519	0	\$ -	\$ 3,519
Task 2. Environmental Considerations																
Prepare considerations		2	20	1	2			2		2		29	\$ 3,165		\$ -	\$ 3,165
Revisions		1	2									3	\$ 405		\$ -	\$ 405
Subtotal Task 2 Labor		3	22	1	2	0	0	2	0	2	0	32	\$ 3,570	0	\$ -	\$ 3,570
Task 3. Biological Resources																
Prefield/travel/site visit (1 biologist)					6							6	\$ 702		\$ -	\$ 702
Prepare/QC technical report (BESF)					12							12	\$ 1,404		\$ -	\$ 1,404
Subtotal Task 3 Labor		0	0	0	18	0	0	0	0	0	0	18	\$ 2,106	0	\$ -	\$ 2,106
Task 4. Hazardous Materials																
Prepare PISA, LBP, and ACM reports												0	\$ -	1	\$ 4,971	\$ 4,971
Review reports			3									3	\$ 288		\$ -	\$ 288
Subtotal Task 4 Labor		0	3	0	0	0	0	0	0	0	0	3	\$ 288	1	\$ 4,971	\$ 5,259
Task 5. Agency Scoping																
Prepare letters		1	12									13	\$ 1,365		\$ -	\$ 1,365
Prepare distribution list		1	5									6	\$ 693		\$ -	\$ 693
Review and mailings			4									4	\$ 384		\$ -	\$ 384
Subtotal Task 5 Labor		2	21	0	0	0	0	0	0	0	0	23	\$ 2,442	0	\$ -	\$ 2,442
Task 6. Cultural Resources																
Coordination							2	2				4	\$ 427		\$ -	\$ 427
Background Research (AZSITE, ARO)									16	1	4	21	\$ 1,491		\$ -	\$ 1,491
Report								20			4	24	\$ 2,122		\$ -	\$ 2,122
Consultation letters								4			1	5	\$ 437		\$ -	\$ 437
QAQC						1	2					3	\$ 405		\$ -	\$ 405
Subtotal Task 6 Labor		0	0	0	0	0	1	4	26	1	9	57	\$ 4,882	0	\$ -	\$ 4,882
Subtotal Labor Hours		8	76	1	20	0	1	6	26	3	9	166	\$ 16,808	1	\$ 4,971	\$ 21,779
Subtotal Labor Costs		\$1,705	\$7,296	\$123	\$2,340	\$0	\$165	\$720	\$2,431	\$1,128	\$333	\$567	\$ 16,808	\$ 4,971	\$ 4,971	\$ 21,779
													Labor	\$ 16,808		
													Expenses	\$ 4,971		
													Total Fee	\$ 21,779		



**DERIVATION OF COST PROPOSAL
SUMMARY**

DIRECT LABOR:

Classification	Estimated Man-hours	Labor Rate	Cost
Environmental Coordinator	4	\$99.70	\$398.80
Engineer	2	\$73.31	\$146.62
Geologist	13	\$64.51	\$838.63
CADD Technician	2	\$51.61	\$103.22
Administrative	1	\$36.36	\$36.36

Total Labor Rate Cost:			\$1,523.63
Overhead Cost, CT PAO 19.24 (170.52%):			\$2,598.09
Labor Cost:			\$4,121.72
Fee (10%):			\$412.17
Total Labor	22		\$4,533.90

DIRECT EXPENSES:

Mileage -- (38 miles at \$0.445 per mile)	\$16.91
Asbestos Field Sampling Kit	-
Lead Paint Sampling Kit	-
Meals	-
Total Direct Expenses	\$16.91

OUTSIDE SERVICES:

Total Outside Services	-----	\$420.00

<u>TOTAL COST:</u>		<u>\$4,970.81</u>



Dave M. Matson, Principal

3/15/2021

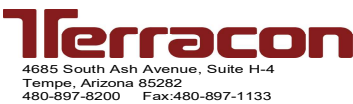
Date



Federal Aid No.:
LS Project No.: TRACS No: TBD
Project Name: Task Name: City of Chandler-Alley Rehab

	Environmental Coordinator	Geologist	Engineer	HAZMAT Specialist	CADD Technician	Administrative	Total
<u>Mobilization/ Demobilization</u>							
Travel to and from site	-	1	-	-	-	-	0
Mobilization/ Demobilization Total	0	1	0	0	0	0	0
<u>Utility Coordination, Permitting and Right of Entry Coordination</u>							
Traffic Safety Coordination	-	1	-	-	-	-	0
Bluestake Clearance Coordination	-	-	-	-	-	-	0
Miscellaneous Permits (ADWR, Local Government, Flood Control, Railroad, etc.)	-	-	-	-	-	-	0
Utility Coordination, Permitting and Right of Entry Coordination Total	0	1	0	0	0	0	0
<u>Field Study</u>							
General Data Review	1	1	1	-	-	-	1
Site Reconnaissance	-	4	-	-	-	-	0
General Test Pit Sampling & Logging	-	-	-	-	-	-	0
Fissure Data Review, Trench Logging & Mapping	-	-	-	-	-	-	0
Fissure Reconnaissance	-	-	-	-	-	-	0
Field Study Total	1	5	1	0	0	0	1
<u>Project Management, Meetings, & Scheduling</u>							
Project & Miscellaneous Management	1	1	1	-	-	-	1
ADEQ Records Review	-	-	-	-	-	-	0
Coordinate Field Study	-	1	-	-	-	-	0
Miscellaneous Design Meetings	-	-	-	-	-	-	0
Project Management, Meetings, Scheduling, & Site Visits Total	1	2	1	0	0	0	1
<u>Design & Reporting</u>							
Preliminary Initial Site Assessment & Asbestos/Lead Paint Survey Reports	1	4	-	-	2	1	3
Initial & Final gINT Boring Logs & Laboratory Data Tables	-	-	-	-	-	-	0
Geotechnical & Pavement Design	-	-	-	-	-	-	0
Initial & Final Geotechnical Report, Pavement Design Summary & Materials Memorandum	-	-	-	-	-	-	0
Stamped Foundation Data Sheets	-	-	-	-	-	-	0
QC/ QA Review	1	-	-	-	-	-	0
Design & Reporting Total:	2	4	0	0	2	1	3
Grand Total	4	13	2	0	2	1	22
Percent of Total	18%	59%	9%	0%	9%	5%	100%

Federal ID No.:
TRACS No.:
Task Name:



Lab Testing

TEST	ASTM DESIGNATION	PROPOSED UNITS	UNIT RATE	TOTAL PROJECT
Database Report (EDR)		4	\$ 105.00 /ea	\$420.00
Lead Based Paint (Flame AA Analysis)		0	\$ 10.23 /ea	\$0.00
Asbestos Analysis		0	\$ 6.14 /ea	\$0.00
SUBTOTAL COSTS FOR LAB TESTING				<u>\$420.00</u>
TOTAL COSTS FOR LAB TESTING				<u>\$420.00</u>

COST ESTIMATE

Product*	Price**	Shipping Schedule
EDR Radius Map Report (No Geo)	\$105.00	6-8 business hours

EXHIBIT "C"

INSURANCE REQUIREMENTS

1. General.

- 1.1 At the same time as execution of this Agreement, Consultant must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.
- 1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- 1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- 1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.
- 1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- 1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written contract with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

- 2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must 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 whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability 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 must extend for 3 years past completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

2.2 *Commercial General Liability-Occurrence Form.* Consultant must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.3 *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* Consultant must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Consultant owned, hired, and non-owned vehicles assigned to or used in the performance of Consultant's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

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

3. Additional Policy Provisions Required.

3.1 *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by City. If not approved, City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to City, its officers, officials, agents, employees, and volunteers.

3.1.1. Consultant's insurance must contain broad form contractual liability coverage.

3.1.2. Consultant's insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by Consultant and must not contribute to it.

3.1.3. Consultant's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- 3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City.
- 3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
- 3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Contract/Agreement.*

- 3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.
- 3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

3.3 *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

- 3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant including City's general supervision of Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.

- 3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

N/A