



PROFESSIONAL SERVICES AGREEMENT
Design Services
GERMANN ROAD WATERLINE CORRIDOR STUDY
Project No. WA2102.101
Council Date: August 26, 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 **Entellus, Inc.**, 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 **GERMANN ROAD WATERLINE CORRIDOR STUDY** 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 **345** 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 **\$442,400** 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:	Entellus, Inc. Physical Address: 3033 N. 44 th St., Ste. 250, Phoenix, AZ 85018 <i>Mailing Address: [Redacted] (if different than physical address)</i> Statutory Agent Name: Tim Crall Statutory Agent Physical Address: 3033 N. 44 th St., Ste. 250, Phoenix, AZ 85018 <i>Statutory Agent Mailing Address: [Redacted] (if different than physical address)</i>
	Consultant's Authorized Project Representative Name: Bill Linck Title: President Phone: 602-244-2566 Email: linck@entellus.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 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 Indemnatee from and against any and all Claims, except those arising solely from Indemnatee'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 Indemnatee 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 Agreement 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



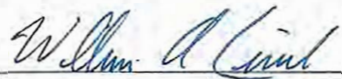
ATTEST:

City Clerk

Seal

"CONSULTANT"

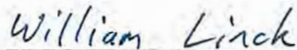
Entellus, Inc.



Signature

8/2/21

Date



Print Name



Title



Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

SCOPE OF SERVICES

Exhibit A

Corridor Study Scope and Project Objectives

The City of Chandler's water distribution system consists of two water treatment plants (WTPs), the Pecos WTP and Santan Vista WTP, that provide 84 MGD of treatment and booster pumping capacity and dual water sources for system reliability across two pressure zones. The Pecos WTP is located along Pecos Road, east of McQueen Road in the City of Chandler and mostly serves the north and western portions of the City in Zone 1. An existing 48-inch Prestressed Concrete Cylinder Pipe (PCCP) transmission main conveys water from the Pecos WTP to the western portion of the City that generally follows along Pecos Road and the Loop 202 alignment to Kyrene Road. Recent condition assessments of the 48-inch transmission main showed that portions of the main were in various states of deterioration prompting the City to begin evaluating the long-term solution and eventual replacement of the transmission main due to its criticality to the distribution system.

Entellus will perform an alignment study for a new transmission main connecting from the Pecos WTP to the area near the Loop 101 that will connect to future facilities that will be installed in the area and serve as the primary conveyance main line, with the existing 48-inch PCCP transmission main as backup. Based on recent discussions with the City and recent high-level modeling and risk assessment by Black & Veatch, it is understood that Germann Road is the preferred alignment for the transmission main going west to Price Road. Entellus will identify alternative alignments for the portion of the transmission main from the Pecos WTP to Germann Road and evaluate their feasibility based on factors including but not limited to; existing utility conflicts, right-of-way, coordination with various entities (SRP, UPRR, ADOT, etc.), scheduling with other planned City improvement projects, and its overall impact to the water system based on results from hydraulic modeling scenarios. Entellus previously completed design of the Germann Road Improvements from Dobson Road to Arizona Avenue and construction administration of the McQueen Road Improvements from Pecos Road to Queen Creek Road. Entellus will utilize information from those projects to assist in this Project. Entellus will contract with Black & Veatch to assist with the hydraulic modeling analysis associated with this Project. The Project will also include a separate water study for the portion of the City's distribution system adjacent to the Intel property located at Chandler Boulevard and Rural Road. Findings and recommendations from the alignment study and modeling analyses will be summarized in a report that will include detailed descriptions of the alignment alternatives evaluations, results of the hydraulic modeling analysis, construction cost estimates of the recommended improvements, and a detailed conceptual design exhibits of the transmission main along the preferred alignment identified in the study.

Task Series 100 – Project Management Services

The Engineer will perform project management services as described in the following subtasks:

Task 101 - Manage Sub-Consultants

The Engineer will select and secure services of those firms providing specific or specialized design services for the Project as accepted by the City in the Engineer's fee proposal. The Engineer will prepare the scope of services performed by each sub-consultant and monitor the sub-consultant's work for timeliness and that it meets Project requirements. The Engineer will coordinate and incorporate any analysis, drawings, specifications, or other associated documents that are prepared by the sub-consultant(s) into the Project documents. The Engineer will review sub-consultant's progress payments for accuracy and completeness and make payments as provided in the sub-consultant's agreement.

Task 102 - Conduct Meetings

The Engineer will conduct meetings and/or workshops with City staff to discuss specific technical aspects of the design; progress in the development of the alignment study and hydraulic modeling analysis; and related issues that may affect Project results. The meetings or workshops will consist of the following:

- Kickoff Meeting
- Progress meetings with City staff
- Scheduled review meetings/workshops with City staff.
- Coordinate with Salt River Project (SRP), Arizona Department of Transportation (ADOT), and other stakeholders as necessary throughout the Project. It is anticipated that the Engineer will take the lead in coordinating with the various entities during the alignment Study. Permitting and approval from ADOT or others is not anticipated to be required as part of this Project.

The Engineer will prepare and distribute meeting agenda and document meeting results for each meeting and workshop.

Task 103 – Utility Coordination

The Engineer will obtain utility and as-built information from the City and other utility companies that are along the alignments included in the study for this Project. The Engineer may reach out to utility companies to obtain additional information on their facilities and discuss any impacts. Since this project is a study, plan submittals to utilities for conflict review is not anticipated. However, conceptual plans will be sent to utility companies to solicit input. Any meetings with utility companies are included in Task 102.

City Input:

The City will acknowledge the list of sub-consultants to be used by the Engineer and state any objection if necessary. The City will communicate with the sub-consultants through the Engineer.

The City will have representation at progress/review meetings and workshops and provide input and feedback.

Deliverables:

Meeting and workshop agenda and documentation of meeting results.

Task Series 200 – Alignment Study and Conceptual Design Services

This task series applies to the entire alignment of the transmission main from the Pecos WTP to the area near Germann Road and Price Road. An alignment study and conceptual design services will be performed for the proposed transmission main that will identify the transmission main's alignment, approximate number and locations of connections, valves and other appurtenances, property/easement needs, various requirements, constraints, criteria, options, decisions, and documentation.

Alignment study and conceptual design shall provide the following information:

- Proposed alignment and recommended locations for the proposed transmission main and its associated valves, appurtenances, and potential tie-in connections.
- Recommendation of the proposed transmission main's size, pipe material, depth, separation, and typical trench cross section.
- Identify potential crossings of the Loop 202 to Germann Road through existing or proposed sleeve casings.
- Property/easement requirements and costs for the proposed alignment, if applicable.
- Summary of basis of design, hydraulic modeling scenarios and analysis desired, and prior planning efforts supporting the Project.
- Evaluation of Project alignment alternatives and analysis of existing conditions.
- Determine tie-in connections of the transmission main along Germann Road at all major arterial intersections or as hydraulic modeling analysis recommends.
- Identify locations where the existing water lines connected to the 48-inch Pecos Road transmission main require rerouting.
- Conceptual design of the recommended transmission main alignment in plan and profile views with aerial backgrounds.
- Construction costs based on the recommendations identified in the study.
- Basis of Design Report showing above information, modeling results, exhibits, appendices, and other supporting documentation required to complete the Project.

The purpose for City review of the alignment study and conceptual design is to obtain agreement on the proposed alignment and define criteria, constraints, alternatives, property/easement needs, and any other special requirements for the Project and reserve the utility corridor.

Task 201 – Determine Existing Conditions

The proposed Project alignment will be analyzed through a series of investigations to understand the opportunities and constraints that may be imposed upon the future transmission main alignment and its conceptual design. The Engineer will conduct studies to evaluate existing conditions along the alignment including but are not limited to, geotechnical reports, land surveys, and utility surveys. Since the new transmission main is anticipated to be located within existing right-of-way, environmental reviews will be limited to identifying any special requirements during final design and construction. This effort should identify the alignment's general location and identify factors such as accessibility, existing utility conflicts, regulatory factors, etc., that are important considerations to the Project's alignment and modeling assumptions.

Task 202 - Prepare Hydraulic Modeling Analysis

The Engineer will coordinate with its subconsultant for this scope. See attached scope of work.

Task 203 - Conceptual Design of Transmission Main

The Engineer will prepare conceptual design exhibits of the transmission main alternatives. The conceptual design exhibits will include at minimum; the transmission main alignment shown in plan view with an aerial background, street labels, and dimensioning of existing utilities and rights-of-way. The exhibits will cover the entire alignment from the Pecos WTP to the connection point near the Germann Road and Price Road intersection and will identify major constraints and potential conflicts along the alignment. The exhibits of possible alignment alternatives will be shown in plan view only. The conceptual design of the preferred alternative will be shown on 40 scale plan and profile sheets. Annotation of the preferred alternative will be limited to identify the proposed pipe location, appurtenances, potential conflicts, and other basic information. The conceptual design exhibits are anticipated to be included in the Basis of Design Report as an appendix.

Task 204 – Water System Analysis at Chandler Boulevard and Rural Road

As part of this Project, the City has requested that a separate water analysis be conducted on the existing water system adjacent to the Intel property located at Chandler Boulevard and Rural Road. The purpose of this study is to evaluate the existing water lines, most of which are Asbestos Cement Pipe (ACP), that serve the property and develop a plan to replace the existing ACP lines while still providing uninterrupted water service to Intel and improving system resiliency. The study will determine additional water line alignments, sizes, and tie-in connections based on hydraulic modeling, and include a conceptual utility relocation plan to create a utility corridor within Chandler Boulevard. An overview of the findings and recommendations for water improvements adjacent to the property will be summarized into a

technical memorandum and will include any associated tables, figures, and attachments. The proposed water lines are anticipated to be shown on strip map exhibits. The City has indicated that additional sewer capacity may be needed in this area. The Engineer will include possible alignments of relief or replacement sewers on the strip map exhibits. The size of any sewer mains will be provided by the City. Conducting a sewer capacity analysis is not part of this project. The technical memorandum for the Intel property water analysis is anticipated to be included in the Basis of Design Report as an appendix.

Task 205 - Prepare an Opinion of Probable Cost for Construction

The Engineer will prepare an opinion of construction cost based on the conceptual design exhibits and other preliminary design information. Quantities will be approximated from conceptual design exhibits to develop estimated construction costs. The estimate of cost will include an appropriate amount of contingency that can be revised as more information becomes known. The contingency amount will be a single line item and based on historical experience and the expected difficulty of the Project. The opinion of construction costs is anticipated to be included in the Basis of Design Report as an appendix.

The Engineer will also prepare a separate opinion of construction costs for extending the existing 24-inch water line in Dobson Road south of Germann Road to Queen Creek and/or Ocotillo Road. The opinion of construction costs is anticipated to be included in the Basis of Design Report as an appendix.

Task 206 - Prepare Basis of Design Report

The Engineer will document the basis of design including the primary thought processes and assumptions behind alignment alternatives, modeling scenarios, and design decisions and provide the explanations of the ideas, logic, evaluations, concepts, and criteria that are considered important to the City.

Design computations, details of connections, etc., are not required as part of the basis of design, but general computations supporting decisions should be made.

The report will document the following information through narrative, tables, figures, and appendices as required:

- General alignment route and existing conditions
- Description of design
- Alignment alternatives and evaluation
- Identify existing and required right-of-way and easements
- Hydraulic modeling assumptions and results
- Existing utility information
- Identify potential utility relocations
- City or regulatory requirements
- Pipe material
- Cathodic protection

- Valves (locations, number, and type)
- Joint restraints
- Special instruction from the City (modeling assumptions, alignment preferences, etc.)
- Connection to existing system
- Construction cost estimates
- Conceptual design exhibits

It is anticipated that there will be a separate water analysis performed for the existing water improvements adjacent to the Intel campus. Results of this separate water analysis will be included in the Basis of Design Report as an appendix.

City Input:

The City will provide input on the alignment alternatives and existing data on City facilities or records in the corridor, including GIS files and as-built records.

The City will provide comments on the review of the Basis of Design Report.

Deliverables:

Conceptual Design Exhibits

Engineer's opinion of probable cost for construction from the conceptual design exhibits

Basis of Design Report

Task Series 300 – Allowances

Task 301 – Hydraulic Modeling

Entellus will utilize Black and Veatch to provide hydraulic modeling to support the development of the Basis of Design Report and alignment analysis. These services will be in accordance with the scope of services attached.

Task 302 – Potholing Allowance

The Engineer may perform utility potholes. During the conceptual design phase of the transmission main, the Engineer shall develop a suggested pothole list that identifies stationing and offset. The Engineer will provide the list to the City for review and concurrence. City approved potholes will be reimbursed from this Allowance.

Task 302 – Owner's Allowance

The Engineer will provide miscellaneous services as requested by the City for additional work as required to revise project limits, modify deliverables, conduct additional investigations, or provide additional information as needed to complete this scope of services.

Task 303 – Reimbursable Expenses

Reimbursable expenses have been identified for this assignment as follows:

- Mail and Courier
- Reproduction
- Scanning/Digitizing
- Special Meeting/Presentation
- Permit Review Fees

These items are considered project expenses that can be reimbursed by the City with a paid invoice or proof of purchase. Reimbursements will contain no markups.

END OF DOCUMENT

CITY OF CHANDLER – WA2102 GERMANN WATERLINE CORRIDOR STUDY

EXHIBIT “A”

SCOPE OF SERVICES

The City of Chandler (City) has requested Entellus, Inc. (Prime) and Black & Veatch (Consultant) to use the results of the Consultant’s high-level analysis study of installing a new transmission main in Germann Road to complete a more detailed sensitivity analysis to optimize how best to convey Pecos WTP supply to southwest Chandler to meet potential additional large industrial customer demands.

Additionally, the City has requested the Prime and Consultant to evaluate other areas of the system including near the Rural WPF, Dobson and Queen Creek, and multiple connections along Pecos Road.

Task 100: Development of Alignment Alternatives Meeting

Consultant will meet with City and Prime to discuss potential alignment routes. It is assumed the results of the high-level study will be used as the starting point for this detailed analysis (new pipeline in Germann Road of similar diameter to that of the existing main in Pecos Road with connections at the mile streets OR at Price Road). It is anticipated that two alignment alternatives will be further evaluated in this study:

- Germann Road: East along Willis Road to McQueen Road, south along McQueen Road to Germann Road west to Price Road
- Germann Road: East along Willis Road crossing the freeway, south along Hamilton Street to Germann Road west to Price Road

Consultant will discuss the demands and distribution operating parameters to be evaluated in system modeling scenarios. It is anticipated the hydraulic analysis will evaluate the proposed Germann Road transmission main under the following conditions:

- Proposed transmission main will be constructed in Germann Road and will originate from the Pecos WTP (exiting the plant from the south) and will terminate at Price Road.
- Except for the removal of the Roosevelt and Frye Reservoirs from service and direct connection of the associated wells to the distribution system, no significant modifications to current system configurations will be included (i.e. modified Zone boundary or new RSS PRV(s)).
- All scenarios will be conducted under Buildout Maximum Day Demands with Large Industrial User Demand at current usage (10.4 mgd) and selected usage identified during high-level study.
- City will provide any information related demand adjustments at any other Industrial Users
- Sun Lakes emergency connections each at 1000 gpm at Alma School Road & Arizona Ave will be included.
- Between two to four southwest water production facilities (WPFs) will be in operation (Basha, Dobson South, Price South and Bush Way).

At the meeting, Consultant will create a matrix of potential modeling scenarios for existing and buildout conditions. City will approve the initial desired modeling scenarios to be completed as part of Task 200. It is assumed that the meetings will be teleconference held over Teams or Webex.



Task 200: Germann Road Transmission Main Model Updates and Hydraulic Performance Assessment

Consultant will update the City's current InfoWater model to include alignment alternatives not already included in the hydraulic model. The hydraulic model results will be used to confirm pipe sizes, pressures, flow rates, velocities, or impacts to water age in the transmission main and recommended connections to existing mains.

Consultant will evaluate up to twenty-four (24) scenarios of the system's performance of each pipeline alignment with the future Germann Road Transmission Main at various pipe diameters (24-inch, 36-inch, 42-inch and 48-inch) for the following system configurations. Each of the pipeline sizes alternatives will evaluate system performance under the above demand conditions following system configurations:

- Connecting the new transmission main at each mile street
- Connection only near the Pecos WTP and Price Road
- With the existing Pecos Road transmission main in service
- With the existing Pecos Road transmission main out of service
- With the existing Pecos Road transmission main at reduced diameter (i.e. assume Pecos Road transmission main has been slip lined)
- Extending the 24-inch main in Dobson Road that currently terminates near the Chuparosa Park incrementally to Queen Creek Road and ultimately to Ocotillo Road
- With different combinations of the four southwest water production facilities in operation (Basha, Dobson South, Price, South, and Bush Way); original high-level study assumed only two of the four in operation.

Consultant will determine the maximum demand that can be conveyed to the Large Industrial User under various system configurations above (German Transmission Main at 24-inch, 36-inch, 42-inch and 48-inch) without significantly impacting system performance.

Consultant will meet monthly (up to five (5) meetings anticipated) with City and Prime to review results of the hydraulic analysis. It is assumed that the meetings will be teleconference held over Teams or Webex. The model results will be summarized in graphical format. Consultant will provide figures to City for review. Based on feedback provided by City, Consultant will develop recommended alignments and sizing for the new Germann Road transmission main. Consultant will prepare graphic exhibits to illustrate proposed improvements.

Task 250: Miscellaneous Model Updates and Hydraulic Performance Assessment

Consultant will assist the Prime with additional miscellaneous hydraulic modeling support needed to identify recommended modifications or connections to the distribution. Initial additional modeling was identified, but not limited to, the following area:

- Potential alternative pipeline alignment, pipe sizing and connections near the Rural WPF
- Connection of the 24-inch line in Dobson at Queen Creek
- Connections along Pecos Road that will enable pipe currently connecting the Pecos Transmission Main to remain in service in the event the 42-inch or 48-inch main needs to be removed from service.

All scenarios will be run under Buildout Maximum Day Demand conditions. Discussion of results will occur during monthly meetings described in Task 200.



Additional hydraulic modeling scenarios beyond the anticipated effort may be performed as a supplemental service.

Task 300: Technical Memorandum

Consultant will prepare a Technical Memorandum documenting the modeling results. This memorandum will include a summary of the system evaluation and identified improvements / recommendations. The Technical Memorandum will be provided to City and Prime for review and comment.

After comments are received, Consultant will incorporate agreed upon comments and make necessary changes to the water system analysis and confirmed with the City. Full resolution of the City and Prime's comments will be made when the information from this Technical Memorandum is incorporated in the final report.

Task 400: General Management & Administration

Consultant will be responsible for coordination with the Prime's Project Manager and personnel to ensure the project schedule and budget is met. Consultant will review project progress and prepare and issue monthly progress reports as required for invoicing.

SCHEDULE

The overall schedule is anticipated to take up to 32 weeks from Notice to Proceed (NTP).

- Modeling Scenarios Development Meeting – two (2) weeks after NTP
- Hydraulic Model Updates & Hydraulic Performance Assessment – twenty (20) weeks after scenario development meeting
- Draft Letter Memorandum – four (4) weeks after hydraulic modeling completion
 - City review period of draft memo – two (2) weeks
- Final Letter Memorandum – four (4) weeks after receipt of City comments

BUDGET

See attached Level of Effort, Exhibit B.

SUPPLEMENTAL SERVICES

Any additional work requested by City that is not included in this scope of services will be treated as supplemental services. The scope and fee associated with these additional supplemental services shall be agreed upon by City, Prime, and Consultant generally before the work is performed.



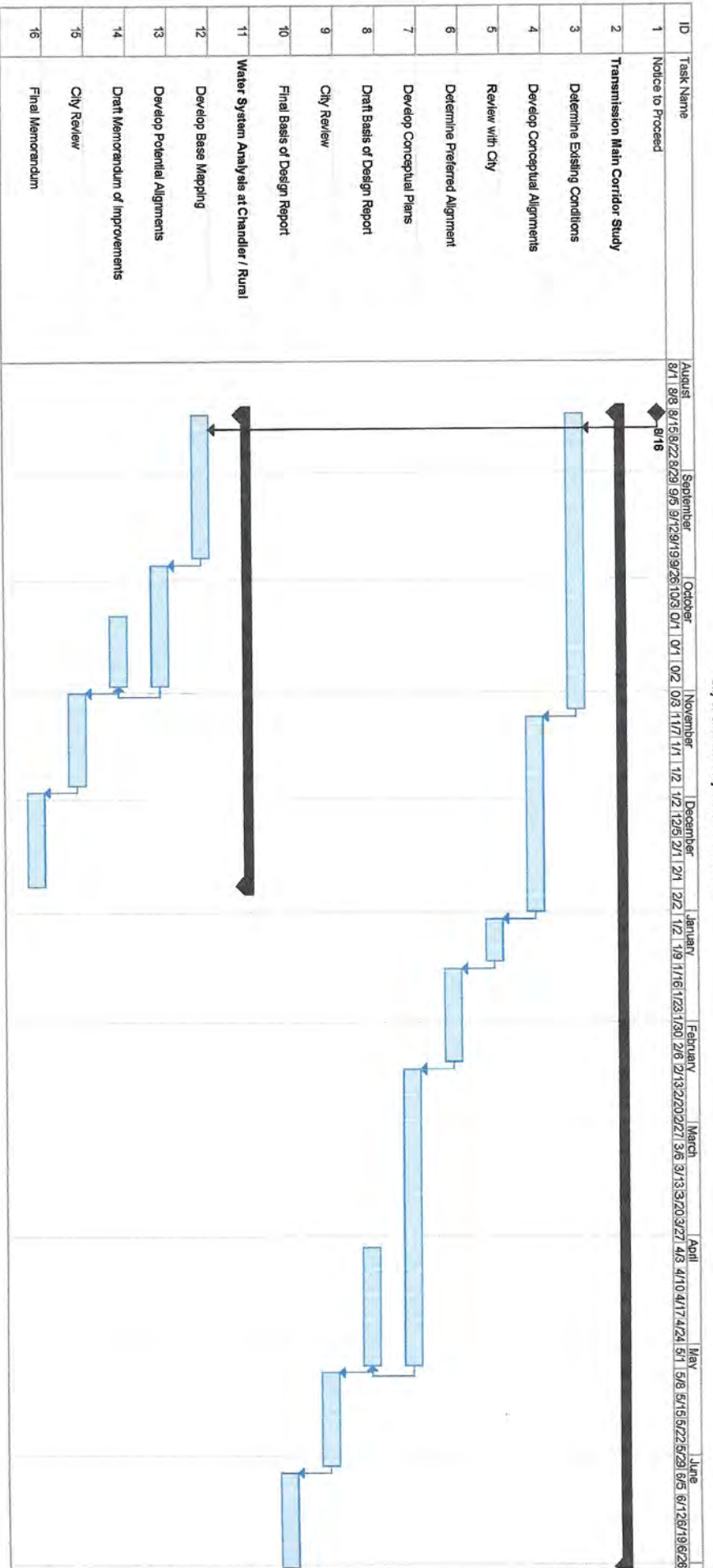


EXHIBIT "B"
COMPENSATION AND FEES

EXHIBIT "B-1"
Lump Sum Cost Per Task

<u>TASK DESCRIPTION</u>		<u>SUBTOTAL</u>
Task 100 Project Management Services		\$ 39,055.00
101	Manage Sub-Consultants	\$ 9,280.00
102	Conduct Meetings	\$ 25,915.00
103	Utility Coordination	\$ 3,860.00
Task 200 Alignment Study and Conceptual Design Services		\$ 237,990.00
201	Determine Existing Conditions	\$ 82,560.00
202	Hydraulic Modeling Analysis	\$ -
203	Transmission Main Conceptual Design	\$ 81,250.00
204	Water System Analysis at Chandler and Rural	\$ 30,980.00
205	Opinion of Probable Cost for Construction	\$ 14,100.00
206	Basis of Design Report	\$ 29,100.00
Task 300 Allowances		\$ 165,355.00
301	Hydraulic Modeling	\$ 105,355.00
302	Potholing Allowance	\$ 20,000.00
303	Owner's Allowance	\$ 35,000.00
304	Reimbursable Expenses	\$ 5,000.00
TOTAL COST:		\$ 442,400.00

German Waterline Corridor Study Fee Proposal

Work Item Description	Project Principal	Sr. Project Manager	Project Engineer	EIT	Sr. Designer	CAD Tech	Project Coord/ Admin	Survey Manager	Survey RLS	Survey Crew	TOTAL HOURS	DIRECT COSTS	TOTAL COST
Project Management Services													
Manage Sub-Consultants	Tim Crail	Bill Linck	Mark Slater	Nicole Calabrese	Jesse Emel	Jan Bloon	Patti Aquila	Dan Francetic	Erick Welch	Vega / Poore	276		\$39,065.00
Conduct Meetings	\$225	\$200	\$150	\$115	\$135	\$85	\$75	\$175	\$120	\$150	68		\$9,280.00
Project Kickoff Meeting											8		\$1,150.00
Progress Meetings (assume 5 meetings)											43		\$6,295.00
Review Meetings / Workshops (assume 2 meetings)											22		\$3,070.00
Coordination with ADOT / SRP / other stakeholders											44		\$6,000.00
Interim Coordination with City (assume 6 hours per month)											56		\$9,400.00
Utility Coordination													
Obtain Utility Maps / As-Built											24		\$2,440.00
Submit Conceptual Plans to Utility Companies											11		\$1,420.00
Alignment Study and Conceptual Design Services											2010		\$237,990.00
Determine Existing Conditions													
Control Survey											88		\$12,670.00
Above Ground Utility Survey											132		\$19,080.00
Develop Base Mapping											243		\$24,900.00
Determine Existing Right-of-Way / Easements											195		\$20,380.00
Geotechnical / Soils Review											30		\$3,900.00
Environmental / Cultural / Historic Conditions Review											12		\$1,620.00
Hydraulic Modeling Analysis (See attached proposal)											0		\$0.00
Transmission Main Conceptual Design													
Develop Potential Alignments											130		\$15,950.00
Develop Conceptual Plan & Profile Sheets of Preferred Alternative											564		\$65,300.00
Water System Analysis at Chandler Boulevard and Rural Road													
Develop Base Mapping											86		\$8,690.00
Identify Connections											92		\$10,320.00
Develop Memorandum of Proposed Improvements											30		\$3,600.00
Option of Probable Cost for Construction											62		\$8,370.00
Transmission Main Estimates											60		\$7,080.00
ACP Waterline Replacement Estimates											32		\$3,880.00
Dobson Road Waterline Extension Estimates											26		\$3,140.00
Basics of Design Report											228		\$29,100.00
Allowances											0		\$165,365.00
Hydraulic Modeling											0		\$105,365.00
Polishing Allowance											0		\$20,000.00
Owner's Allowance											0		\$35,000.00
Reimbursable Expenses											0		\$5,000.00
TOTAL TIME	16	176	237	404	372	780	49	28	82	142	2286		\$277,045.00
TOTAL BASE FEE (Subtotal)													\$165,365.00
TOTAL ALLOWANCES (Subtotal)													\$35,000.00
TOTAL FEE													\$442,400.00

7/16/2021

**BLACK & VEATCH****EXHIBIT "B"****WA2102 - Germann Waterline Corridor Study
FEE SCHEDULE**

Task	Description	Cost
1 Development of Alignment Alternatives Meeting		
1.1	Development of Alignment Alternatives Meeting	\$ 4,640.00
SUBTOTAL TASK 1:		\$ 4,640.00
2 Model Updates and Hydraulic Performance Assessments		
2.1	Germann Road TM Model Updates and Hydraulic Performance Assessment	\$ 51,470.00
2.2	Miscellaneous Model Updates and Hydraulic Performance Assessment	\$ 13,015.00
SUBTOTAL TASK 2:		\$ 64,485.00
3 Technical Memorandum		
3.1	Technical Memorandum	\$ 30,215.00
SUBTOTAL TASK 3:		\$ 30,215.00
4 Project Management & Administration		
4.1	Project Management & Administration	\$ 6,015.00
SUBTOTAL TASK 4:		\$ 6,015.00
SUBCONSULTANTS		
(none)		\$ -
SUBTOTAL SUBCONSULTANTS:		\$ -
ALLOWANCES		
Direct Expense Allowance		\$ -
Owner's Allowance		\$ -
SUBTOTAL ALLOWANCES:		\$ -
PROJECT TOTAL, with Allowances:		\$ 105,355.00

Notes:

- Expenses include delivery such as courier, Fed Express / UPS, travel costs, including meals, lodging, and travel mileage at IRS approved rates, reproduction (printing, reproduction of deliverables).
- The level of effort estimate is based on data currently provided by the City. Unforeseen conditions which require additional Engineer / subconsultant services will be considered as supplemental services that will be performed following scopes of services and level of effort negotiations as required and approval by the City.

Owner: Entellus - City of Chandler

Project: WA2102 - Germann Waterline Corridor Study

PHASE/Task		Sr. Project Director	Sr. Project Manager	Sr. Specialist / QM/QC	Planning Sr. Engineer	Planning Engineer	Admin	SUBTOTAL, hours	SUBTOTAL, Billings \$	SUBTOTAL, EXPENSES	SUBTOTAL, SUBS	TOTAL Billings
(Billing Rate, \$\$/Hr.)												
WORK BREAKDOWN STRUCTURE												
	PHASE											
Development of Alignment Alternatives Meeting	0100	-	4	-	-	8	16	28	\$ 4,640	\$ -	\$ -	\$ 4,640
Germann Road TMI Model Updates and Hydraulic Pol	0200	2	32	-	-	72	216	322	\$ 51,470	\$ -	\$ -	\$ 51,470
Miscellaneous Model Updates and Hydraulic Pol	0250	1	6	-	-	16	60	83	\$ 13,015	\$ -	\$ -	\$ 13,015
Technical Memorandum	0300	1	22	8	44	96	16	187	\$ 30,215	\$ -	\$ -	\$ 30,215
Project Management & Administration	0400	1	12	-	8	-	16	37	\$ 6,015	\$ -	\$ -	\$ 6,015
Total Hours		5	76	8	148	388	32	657				
Total Billings		\$ 1,275	\$ 16,720	\$ 1,720	\$ 28,120	\$ 54,320	\$ 3,200		\$ 105,355	\$ -	\$ -	\$ 105,355

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 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; 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

Standard Details and Specifications. Consultant must be familiar with City's latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of City's Unified Development Manual, may be found and downloaded from City's website at <http://www.chandleraz.gov/udm>.

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, field notes, tracings, studies, investigations, design analyses, original drawings, original mylars, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of City and are to be delivered to the Project Manager before the final payment is made to Consultant. In the event these Documents are altered, modified or adapted without the written consent of Consultant, which consent Consultant must not unreasonably withhold, City agrees to hold Consultant harmless to the extent permitted by law from the legal liability arising out of City's alteration, modification or adaptation of the Documents.

Re-use of Documents. The parties agree the documents, drawings, specifications and designs, although the property of City, are prepared for this specific project and are not intended nor represented by Consultant to be suitable for re-use for any other project. Any re-use without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

Patent Fees and Royalties. Consultant must pay all license fees and royalties and assume all costs incidental to the use, in the performance of the work or the incorporation in the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Agreement for use in the performance of the work and if, to the actual knowledge of City, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed by City in the Agreement. Consultant must defend, indemnify and hold harmless City and anyone directly or indirectly employed by City from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incidental to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Agreement, and must defend all such claims in connection with any alleged infringement of such rights.

License to City for Reasonable Use. With this Agreement, Consultant and its subconsultants hereby grant a license to City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works.

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.

Work within City's Right-of-Way. All work performed within City's Right-of-Way by Consultant and Consultant's subconsultants must comply with City of Chandler requirements.