



PROFESSIONAL SERVICES AGREEMENT
Design Services
WATER FACILITIES OPTIMIZATION IMPROVEMENTS
Project No. WA2105.201
Council Date: September 23, 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 **Water Works Engineers, LLC**, an Arizona limited liability company, ("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 **WATER FACILITIES OPTIMIZATION IMPROVEMENTS** 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 **370** 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 **\$1,263,410** 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:	Water Works Engineers, LLC Physical Address: 7500 N Dobson Rd, Ste 200, Scottsdale, AZ 85256 Mailing Address: (if different than physical address) Statutory Agent Name: n/a Statutory Agent Physical Address: n/a Statutory Agent Mailing Address: n/a (if different than physical address) Consultant's Authorized Project Representative Name: Rob Bryant or John Matta Title: Principal Phone: 602-909-8191 / 480-313-3501 Email: robb@wwengineers.com / johnm@wwengineers.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 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



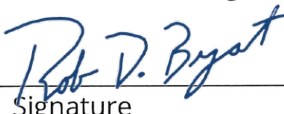
ATTEST:

City Clerk

Seal

"CONSULTANT"

Water Works Engineers, LLC



08/24/2021

Signature

Date

Rob D. Bryant

Print Name

Principal

Title

robb@wwengineers.com

Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

ATTACHMENT A-1
ENGINEER SCOPE OF WORK SUPPLEMENT

Engineer Scope of Work Supplement 2

Project Background..... 2

Owner Provided Elements 4

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ATTACHMENT A-1 ENGINEER SCOPE OF WORK SUPPLEMENT

This Engineer Design Scope of Work Supplement has been developed to describe the design tasks associated with Water Facilities Optimization Improvements, WA2105.201. Construction phase services will be provided via a separate scope.

PROJECT BACKGROUND

The City of Chandler (CITY) has completed a study that recommended several strategies to mitigate TTHM formation potential in the distribution system. The study identified high priority sites including Roosevelt Well, Frye Water Production Facility (WPF), Gilbert WPF, and a new pressure reducing valve (PRV) station to be located on southwest of the Cooper and Pecos Road intersection. The priority of these projects will be as follows.

Task 1 - Disinfection Technology Analysis and Comparison

Task 2 - Roosevelt Well

Task 3 - Frye Well

Task 4 - Gilbert WPF

Task 5 - Cooper/Pecos PRV

The project elements include the following:

Task 1 Disinfection Technology Analysis and Comparison

The task will perform a capital cost and 20yr present worth analysis (operating cost) to evaluate various disinfection alternatives for the water production facilities within this scope. Engineer will summarize capital costs, operating costs, replacement costs, operability, reliability, surrounding land use and develop a scoring matrix to include safety and other important factors in selecting an alternative. The CITY currently uses tablet chlorinators at each WPF. The Pecos Surface Water Treatment Plant uses ClorTec onsite hypochlorite generation system.

This evaluation needs to include operations input regarding the Reservoir Supply System (RSS) to understand flow routing.

The evaluation will be a study to develop a recommendation. The selected alternative(s) may be incorporated into the following designs at Roosevelt, Frye and Gilbert WPFs.

Task 2 Roosevelt Well

This site includes a well, arsenic treatment system, storage tank and a booster pump station. The existing well pumps to an onsite above grade steel tank. A portion of this well flow is treated through the arsenic system and the blend fills the reservoir. The booster pump station draws from the reservoir and feeds the distribution system.

This site is a high priority with construction anticipated to be completed between the months of November-March. The facility will be designed for the well to pump directly to the distribution system (Zone 1) and bypass the existing tank and booster pump station. Piping provisions will also be made to allow the well to feed the reservoir and booster station at the operator's discretion. The intent is to

preserve the system production capacity (flow and pressure) for both the well and the arsenic treatment system. This will require investigating the well pump with respect to pressure rating of the pump bowls. New vessels are not needed as they were recently rehabilitated and pressure rating of 150 psi. It is anticipated that the piping can be connected within the site boundary.

The technical memorandum will include a summary of arsenic levels from the well and after arsenic treatment.

An additional allowance has been added to provide upgraded controls, instrumentation and SCADA connectivity for the arsenic system at Roosevelt Well Site. This does not include any offsite design or programming/integration. It is anticipated that these control improvements will be coordinated with the SCADA improvements upgrade project that will be occurring at the Chandler Pecos Water Treatment Plant.

The tank and booster pumps will be off-line (long term) but will not be demolished. Operations would like to confirm system performance and operation.

Disinfection design modifications to occur within the same project. The discharge tie in connection is anticipated along Roosevelt Ave. The project may require coordination of the access with these new buildings.

Well pump will be modified to pump directly to the distribution system or deliver directly to the storage tank.

Task 3 Frye WPF

This site includes a production well, a buried storage tank and below grade booster pump station. The project will consist of modifying the well pump to pump directly into the Zone 1 distribution system or discharging to the existing reservoir.

The intent of the project is to maintain the pumping capacity (flow and pressures). The reservoir and booster pumps will be off-line (long term) but will not be demolished under this project. Operations would like to confirm system performance and operation. Disinfection system upgrades will also be included under this project. Engineer will evaluate the existing well pump and evaluate the performance for direct discharge to the distribution system. Should a different pump be required, this information will be included in the design.

It is anticipated that the piping connections can be accomplished within the site. The project will require potholing to locate and identify existing utilities and connection points.

Current operational issues include the condition of the well pump.

Well pump will be modified to pump directly to the distribution system or deliver directly to the storage tank.

Task 4 Gilbert WPF

The Gilbert WPF is located along Gilbert Road south of Riggs Road. This site includes an out-of-service production well (nitrates), an above ground steel storage tank and two booster pump stations. The project will consist of equipping the booster pump stations to maximize the quantity of water conveyed from this site. Review supply limitations from Santan Vista WTP. The reservoir will remain online.

The intent of the project is to upgrade the existing booster pumps to discharge into the South Chandler Zone 2 as much as existing piping allows. Water system modeling (Infowater Pro) will be conducted to determine if other options exist to increase capacity leaving this site. Prior studies have shown the potential to add 3 to 3.5 mgd (currently pumping 9-10 mgd through this site) within the existing lines – larger pipes would be needed to get more pumping capacity. Explore feasibility of placing Gilbert well back online and what will be required to properly blend the water with Santan/RSS water.

The project may require offsite improvements and the City would prefer to stay out of the Gilbert/Riggs intersection. However, the project is currently scoped that all of the piping/pump improvements will be assumed to occur within the site.

An evaluation of the onsite well will also be conducted. Via a subconsultant and contractor, the design team will remove the existing well clean and video the existing well. Additional pump tests may be performed in order to characterize the existing well to determine what improvements if any may all for increase in well capacity.

Task 5 Cooper /Pecos PRV

The design of this PRV shall be delayed until after the other site improvements have been constructed and operations has experienced how the new configurations perform. A pressure reducing station is proposed southwest of the intersection of Pecos and Cooper Roads. The purpose of the PRV station is to move water from the reservoir supply system to Zone 1. The City is reserving ROW that will be preserved for a (above or below) grade PRV. The Engineer will assist the City in developing legal descriptions and the lot split for this area.

Crossing Pecos with the two pipes will require close coordination with several utilities (SRP, sewer, water, gas, telecom, etc).

The intent is to develop a PRV template for this project that can be replicated to other sites within the City. Engineered controls and safety will be high priority. Currently, CITY has SCADA control and monitoring at their current PRVs.

This site will require landscaping of the area from the adjacent HOA landscaping area to the intersection. Xeriscape design with irrigation system will be required. No road modification are planned for the PRV access from Pecos. A roll curb or driveway approach will be provided.

The City will determine the configuration (above grade, below grade or some variation) and will conduct the lot split.

The site is within the Chandler Airport impact zone. Considerations for aerial photography and construction impacts will be considered due to this limitation.

OWNER PROVIDED ELEMENTS

It is anticipated that the following information and documents will be required from the CITY to complete the proposed Scope of Work.

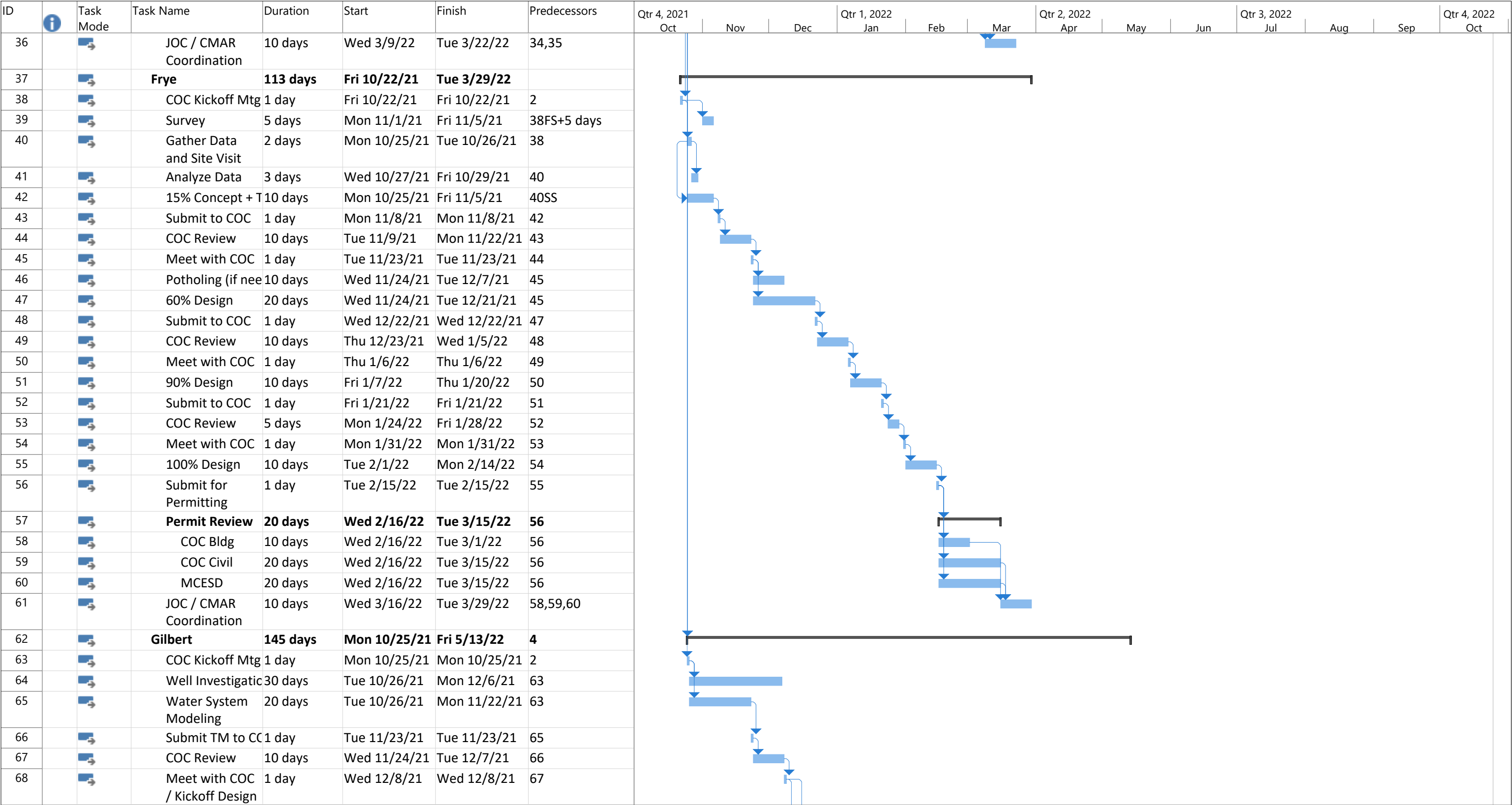
- CITY design or equipment preference guides specifically for water facilities (we have the online general water and sewer guidelines). Preferences to include pumps, motors, valves, PLCs, radios, etc.
- Asbuilts for all sites (Roosevelt, Frye, Gilbert, PRV)

- Water quality for all three wells (Roosevelt, Frye, Gilbert)
- Post treatment water quality for Roosevelt (arsenic)
- GIS Maps (Roosevelt, Frye, Gilbert, PRV)
- Operating Pressures and Flows (12 mos of most recent data) for each site (Roosevelt, Frye, Gilbert, PRV)
- Equipment Data (submittals, O&M manuals, etc) for all three sites (Roosevelt, Frye, Gilbert).
- Current type of media at Roosevelt
- Latest PRV above grade concept that CITY prefers
- Water model – Infowater Pro
- Reclaimed Water model (if available) otherwise provide operating pressures of this system in the area of Gilbert WPF
- Electric meter number for each site (Roosevelt, Frye, Gilbert)
- Well 55 numbers for each well (Roosevelt, Frye, Gilbert)
- Permitted pump capacity for each well (Roosevelt, Frye, Gilbert)
- Bluestaking for onsite potholing activities

ALLOWANCES

The following allowances have been provided as follows:

- Roosevelt Arsenic System Upgrades
 - Design of adding valve automation, control wiring and upgraded design for site controls. SCADA programming and offsite communication by others.
- Miscellaneous survey tasks
 - Title Reports, Legal Descriptions and figures, Minor land division and consolidation
- Landscaping design at Pecos/Cooper PRV site
 - Xeriscape design to include an irrigation system
- MCESD permitting submittal payments
 - Estimated at \$5,000 per site
- Hydrogeology and well driller evaluation of Gilbert well
 - Review of existing data, video, clean (brush, bail and chemical), well testing, new source sampling and well report
- Owner's Allowance
 - +10% of the subtotal of proposed fees and allowances.



Project: COC Opt Schedule 081
Date: Wed 8/18/21

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

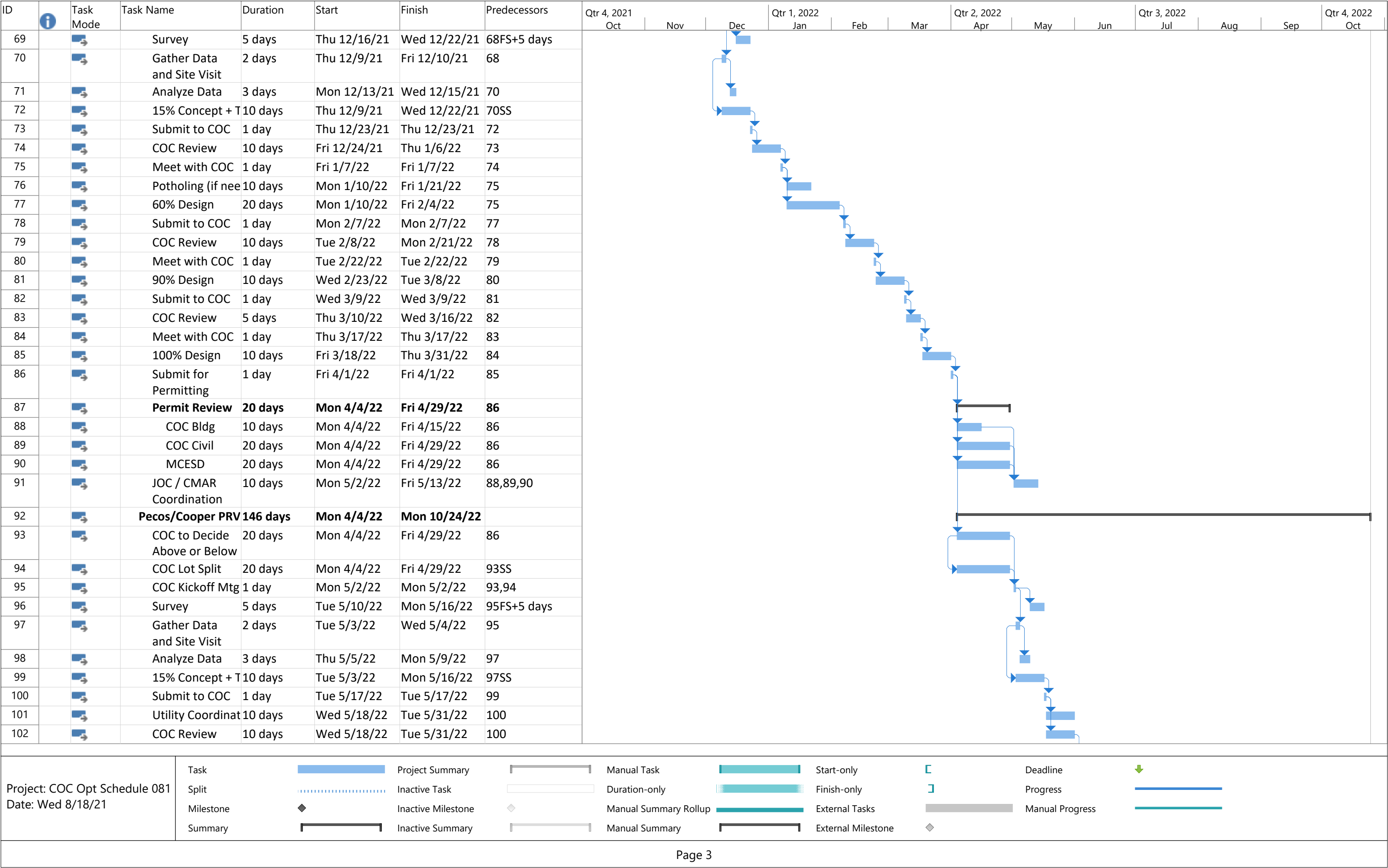
Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-onlyFinish-onlyExternal TasksExternal MilestoneDeadlineProgressManual Progress



ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors	Qtr 4, 2021 Oct	Nov	Dec	Qtr 1, 2022 Jan	Feb	Mar	Qtr 2, 2022 Apr	May	Jun	Qtr 3, 2022 Jul	Aug	Sep	Qtr 4, 2022 Oct
103			Meet with COC	1 day	Wed 6/1/22	Wed 6/1/22	102													
104			Potholing (if nee	10 days	Thu 6/2/22	Wed 6/15/22	103													
105			60% Design	20 days	Thu 6/2/22	Wed 6/29/22	103													
106			Submit to COC	1 day	Thu 6/30/22	Thu 6/30/22	105													
107			COC Civil Review	20 days	Thu 6/30/22	Wed 7/27/22	105													
108			Utility Coordinat	10 days	Fri 7/1/22	Thu 7/14/22	106													
109			COC Review	10 days	Fri 7/1/22	Thu 7/14/22	106													
110			Meet with COC	1 day	Fri 7/15/22	Fri 7/15/22	109													
111			90% Design	10 days	Mon 7/18/22	Fri 7/29/22	110,108													
112			Submit to COC	1 day	Mon 8/1/22	Mon 8/1/22	111													
113			COC Civil Review	20 days	Mon 8/1/22	Fri 8/26/22	111													
114			Utility Coordinat	10 days	Tue 8/2/22	Mon 8/15/22	112													
115			COC Review	5 days	Tue 8/2/22	Mon 8/8/22	112													
116			Meet with COC	1 day	Tue 8/9/22	Tue 8/9/22	115													
117			100% Design	10 days	Mon 8/29/22	Fri 9/9/22	116,113													
118			Submit for Permitting	1 day	Mon 9/12/22	Mon 9/12/22	117													
119			Permit Review	20 days	Tue 9/13/22	Mon 10/10/22	118													
120			COC Bldg	10 days	Tue 9/13/22	Mon 9/26/22	118													
121			COC Civil	20 days	Tue 9/13/22	Mon 10/10/22	118													
122			MCESD	20 days	Tue 9/13/22	Mon 10/10/22	118													
123			JOC / CMAR Coordination	10 days	Tue 10/11/22	Mon 10/24/22	120,121,122													

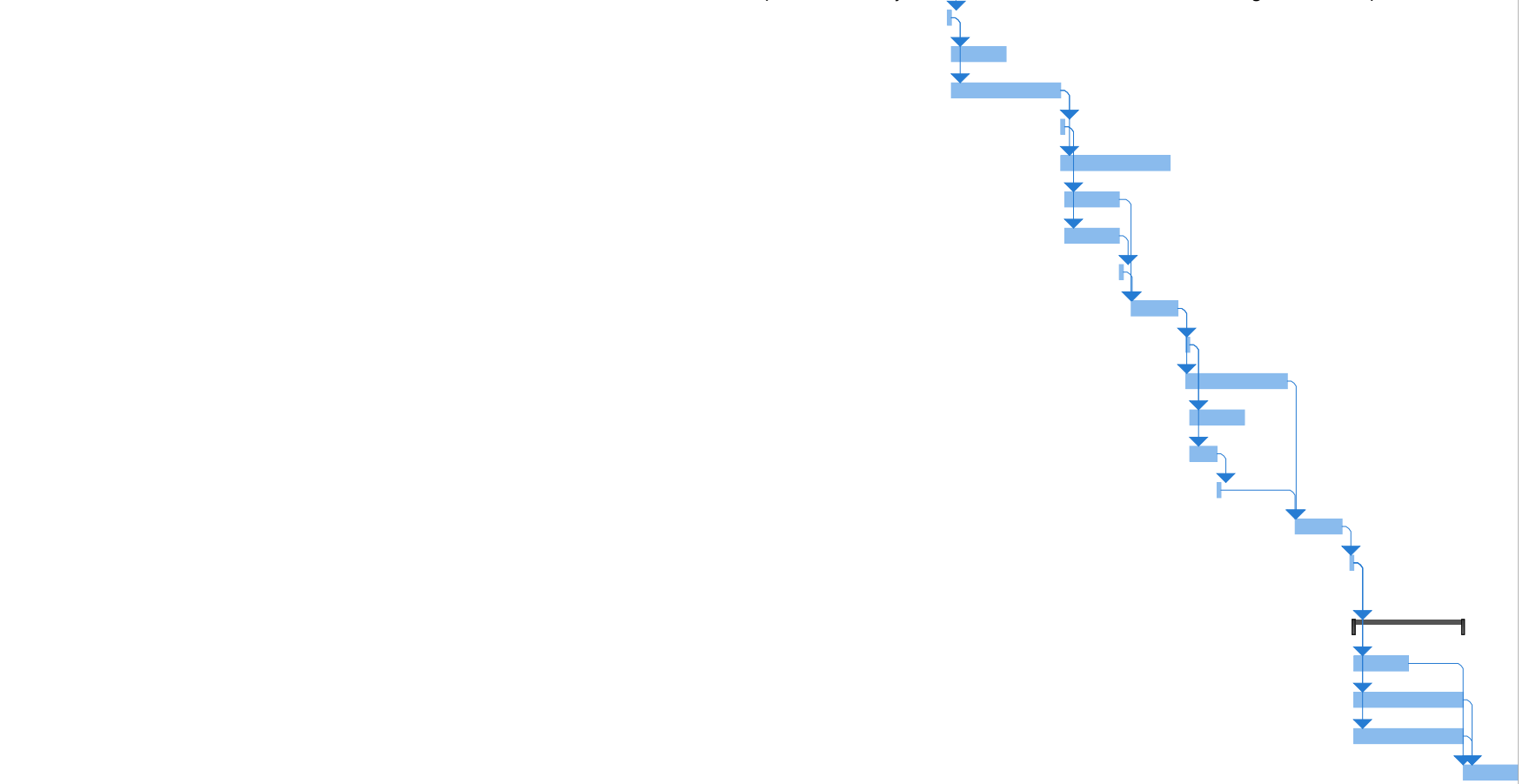


EXHIBIT "B"
COMPENSATION AND FEES



WATERWORKS ENGINEERS

EXHIBIT "B-1"

Lump Sum Cost Per Task

TASK DESCRIPTION		SUBTOTAL
Task 1.0 Project Description & Scope of Construction		
Task 2.0 Assignment		
Task 3.0 Project Schedule		\$ 10,500.00
3.1	Production Schedule	\$ 10,500.00
Task 4.0 Quality Control		\$ 28,130.00
4.1	Quality Control Plan	\$ 28,130.00
Task 5.0 Preliminary Research		\$ 69,970.00
5.1	Perform Document Search and Research	\$ 14,510.00
5.2	Investigate Existing Conditions	\$ 29,710.00
5.3	Survey	\$ 25,750.00
Task 6.0 Utility/Agency Coordination		\$ 107,350.00
6.1	Survey (ALTA, topo and aerial drone photos)	\$ 9,560.00
6.2	Identify Utility Conflicts	\$ 67,380.00
6.3	Coordination Design of Utilities	\$ 30,410.00
Task 7.0 Conceptual Design (15% Document Review)		\$ 91,800.00
7.1	Site Investigation & Information Gathering	\$ 21,000.00
7.2	Prepare CAD Base Plans	\$ 39,000.00
7.3	Prepare 30% SD & ROM Cost Estimate	\$ 21,900.00
7.4	CofC Review/Meeting/Site Visit	\$ 9,900.00
Task 8.0 Design Development (60% Document Review)		\$ 150,690.00
8.1	Prepare 60% CAD Base Plans	\$ 24,950.00
8.2	Coordinate Preliminary MP&E Engineering	\$ 44,900.00
8.3	Prepare 60% Plans & Outline Specs	\$ 57,800.00
8.4	Coordinate 60% Cost Estimate	\$ 14,000.00
8.5	60% CofC Review/Meeting/Site Visit	\$ 9,040.00
Task 9.0 Const Docs (90% & 100% Review)		\$ 322,250.00
9.1	Prepare 90% CAD Base Drwgs	\$ 29,250.00
9.2	Coordinate MP&E Engineering	\$ 63,775.00
9.3	Prepare 90% Plans & Draft Tech Specs	\$ 69,695.00
9.4	Coordinate 90% Cost Estimate	\$ 16,550.00
9.5	90% CofC Review/Meeting/Site Visit	\$ 9,310.00
9.6	Coordinate 100% MP&E Engineering	\$ 52,650.00
9.7	Prepare 100% Plans & Final Tech Specs	\$ 20,700.00
9.8	100% Deliverables, Plan Review & Permit	\$ 50,120.00
9.9	100% Engineer's Cost Estimate	\$ 10,200.00
Task 10.0 Contractor Coordination / Bidding		\$ 47,720.00
10.1	Coordinate & Issue Bid Documents	\$ 14,440.00
10.2	RFIs / Substitution Requests	\$ 14,440.00
10.3	Issue Addenda as required	\$ 18,840.00
Task 11.0 Allowances		\$ 435,000.00
11.1	Roosevelt As System Controls Design	\$ 30,000.00
11.2	Survey Misc (Title Reports, Legal Desc, Lot Split)	\$ 15,000.00
11.3	Landscaping / Irr Design at Pecos/Cooper PRV	\$ 30,000.00
11.4	MCESD Permit Fees (\$5k/site with blending plans)	\$ 20,000.00
11.5	Hydrogeology Review of Gilbert Well	\$ 220,000.00
11.6	Owner's Allowance (10%) - COC Approval	\$ 120,000.00
TOTAL COST:		\$ 1,263,410.00



WATERWORKS ENGINEERS

EXHIBIT "B-2" - Disinfection Study Hours and Rates

Rob Bryant Ben Lee Michael Jermaine / Makenzi Beltran Guillermo Rojas DJ Lewchanin Stefanie Haggemuller

	PM	Sr. Engr.	PE/Prof	Engr / Designer	Tech	Admin	< PROJECT ROLE < HOURLY RATES	
	\$ 215.00	\$ 190.00	\$ 175.00	\$ 125.00	\$ 100.00	\$ 75.00		
TASK DESCRIPTION							TOTAL HOURS PER TASK	
Task 1.0 Project Description & Scope of Const								
Task 2.0 Assignment								
Task 3.0 Project Schedule	4	0	8	0	0	8	20	
3.1 Production Schedule	4		8			8		
Task 4.0 Quality Control	8	8	8	0	0	0	24	
4.1 Quality Control Plan	8	8	8					
Task 5.0 Preliminary Research	8	0	32	0	0	0	40	
5.1 Perform Document Search and Research	4		16					
5.2 Investigate Existing Conditions	4		16					
5.3 Survey (ALTA, topo and aerial drone photos)								
Task 6.0 Utility/Agency Coordination	0	0	0	0	0	0	0	
6.1 Coordination with Utilities (PIPG)								
6.2 Identify Utility Conflicts								
6.3 Coordination Design of Utilities								
Task 7.0 Conceptual Design (15% Doc Review)	12	0	40	24	0	4	80	
7.1 Site Investigation & Information Gathering	8		16			4		
7.2 Prepare CAD Base Plans			24	24				
7.3 Prepare 30% SD & ROM Cost Estimate								
7.4 CofC Review/Meeting/Site Visit	4							
Task 8.0 Design Development (60% Doc Review)	0	0	0	0	0	0	0	
8.1 Prepare 60% CAD Base Plans								
8.2 Coordinate Preliminary MP&E Engineering								
8.3 Prepare 60% Plans & Outline Specs								
8.4 Coordinate 60% Cost Estimate								
8.5 60% CofC Review/Meeting/Site Visit								
Task 9.0 Const Docs (90% & 100% Review)	20	0	52	0	0	0	72	
9.1 Prepare 90% CAD Base Drwgs								
9.2 Coordinate MP&E Engineering								
9.3 Prepare 90% Plans & Draft Tech Specs	8		24					
9.4 Cordinate 90% Cost Estimate								
9.5 90% CofC Review/Meeting/Site Visit	4		4					
9.6 Coordinate 100% MP&E Engineering								
9.7 Prepare 100% Plans & Final Tech Specs								
9.8 100% Deliverables, Plan Review & Permit	8		24					
9.9 100% Engineer's Cost Estimate								
Task 10.0 Contractor Coordination / Bidding	0	0	0	0	0	0	0	
10.1 Coordinate & Issue Bid Documents								
10.2 RFIs / Substitution Requests								
10.3 Issue Addenda as required								



WATERWORKS ENGINEERS

EXHIBIT "B-3" - Roosevelt Hours and Rates

Rob Bryant Ben Lee Michael Jermaine /
Makenzi Beltran Guillermo Rojas DJ
Lewchanin Stefanie
Haggemuller

	PM	Sr. Engr.	PE/Prof	Engr / Designer	Tech	Admin	< PROJECT ROLE < HOURLY RATES	
	\$ 215.00	\$ 190.00	\$ 175.00	\$ 125.00	\$ 100.00	\$ 75.00		
TASK DESCRIPTION							TOTAL HOURS PER TASK	
Task 1.0 Project Description & Scope of Const								
Task 2.0 Assignment								
Task 3.0 Project Schedule	4	0	4	0	0	4	12	
3.1 Production Schedule	4		4			4		
Task 4.0 Quality Control	8	24	16	0	0	0	48	
4.1 Quality Control Plan	8	24	16					
Task 5.0 Preliminary Research	0	0	40	0	0	2	\$ 5,400	42
5.1 Perform Document Search and Research			16					
5.2 Investigate Existing Conditions			16					
5.3 Survey (ALTA, topo and aerial drone photos)			8			2	\$ 5,400	
Task 6.0 Utility/Agency Coordination	4	0	40	20	16	2	\$ 5,150	82
6.1 Coordination with Utilities (PIPG)	2		8				\$ 150	
6.2 Identify Utility Conflicts (potholing)	1		8	4	8		\$ 5,000	
6.3 Coordination Design of Utilities	1		24	16	8	2		
Task 7.0 Conceptual Design (15% Doc Review)	12	0	72	16	16	6	122	
7.1 Site Investigation & Information Gathering	8		16			2		
7.2 Prepare CAD Base Plans			8	16	16	2		
7.3 Prepare 30% SD & ROM Cost Estimate			40			2		
7.4 CoC Review/Meeting/Site Visit	4		8					
Task 8.0 Design Development (60% Doc Review)	4	0	116	48	64	8	240	
8.1 Prepare 60% CAD Base Plans			8	16	16	2		
8.2 Coordinate Preliminary MP&E Engineering			40	16	16	2		
8.3 Prepare 60% Plans & Outline Specs			40	16	32	4		
8.4 Coordinate 60% Cost Estimate			20					
8.5 60% CoC Review/Meeting/Site Visit	4		8					
Task 9.0 Const Docs (90% & 100% Review)	39	0	144	80	144	18	425	
9.1 Prepare 90% CAD Base Drwgs	4		8	16	16	2		
9.2 Coordinate MP&E Engineering	8		30	16	32	4		
9.3 Prepare 90% Plans & Draft Tech Specs	8		30	16	32	4		
9.4 Cordinate 90% Cost Estimate	4		10					
9.5 90% CoC Review/Meeting/Site Visit	2		8					
9.6 Coordinate 100% MP&E Engineering	4		20	16	32	4		
9.7 Prepare 100% Plans & Final Tech Specs	3		20					
9.8 100% Deliverables, Plan Review & Permit	3		10	16	32	4		
9.9 100% Engineer's Cost Estimate	3		8					
Task 10.0 Contractor Coordination / Bidding	12	0	24	24	8	4	72	
10.1 Coordinate & Issue Bid Documents	4		8	8				
10.2 RFIs / Substitution Requests	4		8	8				
10.3 Issue Addenda as required	4		8	8	8	4		



WATERWORKS ENGINEERS

EXHIBIT "B-4" - Frye Hours and Rates

Rob Bryant Ben Lee Michael Jermaine /
Makenzi Beltran Guillermo
Rojas DJ
Lewchanin Stefanie
Haggenmuller

	PM	Sr. Engr.	PE/Prof	Engr / Designer	Tech	Admin	< PROJECT ROLE < HOURLY RATES	
	\$ 215.00	\$ 190.00	\$ 175.00	\$ 125.00	\$ 100.00	\$ 75.00		
TASK DESCRIPTION							TOTAL HOURS PER TASK	
Task 1.0 Project Description & Scope of Const								
Task 2.0 Assignment								
Task 3.0 Project Schedule	4	0	4	0	0	4	12	
3.1 Production Schedule	4		4			4		
Task 4.0 Quality Control	4	16	8	0	0	0	28	
4.1 Quality Control Plan	4	16	8					
Task 5.0 Preliminary Research	0	0	40	0	0	2	\$ 4,500	42
5.1 Perform Document Search and Research			16					
5.2 Investigate Existing Conditions			16					
5.3 Survey (ALTA, topo and aerial drone photos)			8			2	\$ 4,500	
Task 6.0 Utility/Agency Coordination	4	0	40	20	16	2	\$ 5,240	82
6.1 Coordination with Utilities (PIPG)	2		8				\$ 240	
6.2 Identify Utility Conflicts (potholing)	1		8	4	8		\$ 5,000	
6.3 Coordination Design of Utilities	1		24	16	8	2		
Task 7.0 Conceptual Design (15% Doc Review)	12	0	44	16	16	6	94	
7.1 Site Investigation & Information Gathering	8		8			2		
7.2 Prepare CAD Base Plans			8	16	16	2		
7.3 Prepare 30% SD & ROM Cost Estimate			20			2		
7.4 CofC Review/Meeting/Site Visit	4		8					
Task 8.0 Design Development (60% Doc Review)	4	0	66	48	64	8	190	
8.1 Prepare 60% CAD Base Plans			8	16	16	2		
8.2 Coordinate Preliminary MP&E Engineering			20	16	16	2		
8.3 Prepare 60% Plans & Outline Specs			20	16	32	4		
8.4 Coordinate 60% Cost Estimate			10					
8.5 60% CofC Review/Meeting/Site Visit	4		8					
Task 9.0 Const Docs (90% & 100% Review)	39	0	94	80	144	18	375	
9.1 Prepare 90% CAD Base Drwgs	4		8	16	16	2		
9.2 Coordinate MP&E Engineering	8		15	16	32	4		
9.3 Prepare 90% Plans & Draft Tech Specs	8		15	16	32	4		
9.4 Coordinate 90% Cost Estimate	4		10					
9.5 90% CofC Review/Meeting/Site Visit	2		8					
9.6 Coordinate 100% MP&E Engineering	4		10	16	32	4		
9.7 Prepare 100% Plans & Final Tech Specs	3		10					
9.8 100% Deliverables, Plan Review & Permit	3		10	16	32	4		
9.9 100% Engineer's Cost Estimate	3		8					
Task 10.0 Contractor Coordination / Bidding	12	0	24	24	8	4	72	
10.1 Coordinate & Issue Bid Documents	4		8	8				
10.2 RFIs / Substitution Requests	4		8	8				
10.3 Issue Addenda as required	4		8	8	8	4		



WATERWORKS ENGINEERS

EXHIBIT "B-5" - Gilbert

Hours and Rates

Rob Bryant Ben Lee Michael Jermaine / Makenzi Beltran Guillermo Rojas DJ Lewchanin Stefanie Haggemuller

	PM	Sr. Engr.	PE/Prof	Engr / Designer	Tech	Admin	< PROJECT ROLE < HOURLY RATES	
	\$ 215.00	\$ 190.00	\$ 175.00	\$ 125.00	\$ 100.00	\$ 75.00		
TASK DESCRIPTION							TOTAL HOURS PER TASK	
Task 1.0 Project Description & Scope of Const								
Task 2.0 Assignment								
Task 3.0 Project Schedule	4	0	4	0	0	4	12	
3.1 Production Schedule	4		4			4		
Task 4.0 Quality Control	4	16	8	0	0	0	28	
4.1 Quality Control Plan	4	16	8					
Task 5.0 Preliminary Research	0	80	48	0	0	4	\$ 6,800	132
5.1 Perform Document Search and Research			20					
5.2 Investigate Existing Conditions (modeling)		80	20					
5.3 Survey (ALTA, topo and aerial drone photos)			8			4	\$ 6,800	
Task 6.0 Utility/Agency Coordination	4	0	40	20	16	2	\$ 18,210	82
6.1 Coordination with Utilities (PIPG)	2		8				\$ 150	
6.2 Identify Utility Conflicts	1		8	4	8		\$ 18,060	
6.3 Coordination Design of Utilities	1		24	16	8	2		
Task 7.0 Conceptual Design (15% Doc Review)	12	0	104	16	32	12	176	
7.1 Site Investigation & Information Gathering	8		16			4		
7.2 Prepare CAD Base Plans			40	16	32	4		
7.3 Prepare 30% SD & ROM Cost Estimate			40			4		
7.4 CofC Review/Meeting/Site Visit	4		8					
Task 8.0 Design Development (60% Doc Review)	4	0	228	64	128	16	440	
8.1 Prepare 60% CAD Base Plans			20	16	32	4		
8.2 Coordinate Preliminary MP&E Engineering			80	16	32	4		
8.3 Prepare 60% Plans & Outline Specs			80	32	64	8		
8.4 Coordinate 60% Cost Estimate			40					
8.5 60% CofC Review/Meeting/Site Visit	4		8					
Task 9.0 Const Docs (90% & 100% Review)	69	0	408	144	288	36	945	
9.1 Prepare 90% CAD Base Drwgs	8		20	16	32	4		
9.2 Coordinate MP&E Engineering	16		80	32	64	8		
9.3 Prepare 90% Plans & Draft Tech Specs	16		80	32	64	8		
9.4 Coordinate 90% Cost Estimate	8		40					
9.5 90% CofC Review/Meeting/Site Visit	4		8					
9.6 Coordinate 100% MP&E Engineering	8		60	32	64	8		
9.7 Prepare 100% Plans & Final Tech Specs	3		60					
9.8 100% Deliverables, Plan Review & Permit	3		40	32	64	8		
9.9 100% Engineer's Cost Estimate	3		20					
Task 10.0 Contractor Coordination / Bidding	12	0	48	24	8	4	96	
10.1 Coordinate & Issue Bid Documents	4		16	8				
10.2 RFIs / Substitution Requests	4		16	8				
10.3 Issue Addenda as required	4		16	8	8	4		



WATERWORKS ENGINEERS

EXHIBIT "B-6" - Pecos and Cooper PRV Hours and Rates

Rob Bryant Ben Lee Michael Jermaine / Makenzi Beltran Guillermo Rojas DJ Lewchanin Stefanie Haggennmuller

	PM	Sr. Engr.	PE/Prof	Engr / Designer	Tech	Admin	< PROJECT ROLE < HOURLY RATES	
	\$ 215.00	\$ 190.00	\$ 175.00	\$ 125.00	\$ 100.00	\$ 75.00		
TASK DESCRIPTION							TOTAL HOURS PER TASK	
Task 1.0 Project Description & Scope of Const								
Task 2.0 Assignment								
Task 3.0 Project Schedule	4	0	6	0	0	2	12	
3.1 Production Schedule	4		6			2		
Task 4.0 Quality Control	4	10	6	0	0	0	20	
4.1 Quality Control Plan	4	10	6					
Task 5.0 Preliminary Research	0	0	24	0	0	4	\$ 3,250	28
5.1 Perform Document Search and Research			10					
5.2 Investigate Existing Conditions			10					
5.3 Survey (ALTA, topo and aerial drone photos)			4			4	\$ 3,250	
Task 6.0 Utility/Agency Coordination	4	0	70	32	32	4	\$ 21,810	142
6.1 Coordination with Utilities (PIPG)	2		16				\$ 300	
6.2 Identify Utility Conflicts (potholing)	1		30	16	16		\$ 21,510	
6.3 Coordination Design of Utilities	1		24	16	16	4		
Task 7.0 Conceptual Design (15% Doc Review)	12	0	56	16	32	12	128	
7.1 Site Investigation & Information Gathering	8		8			4		
7.2 Prepare CAD Base Plans			20	16	32	4		
7.3 Prepare 30% SD & ROM Cost Estimate			20			4		
7.4 CofC Review/Meeting/Site Visit	4		8					
Task 8.0 Design Development (60% Doc Review)	4	0	68	64	64	16	216	
8.1 Prepare 60% CAD Base Plans			10	16	16	4		
8.2 Coordinate Preliminary MP&E Engineering			20	16	16	4		
8.3 Prepare 60% Plans & Outline Specs			20	32	32	8		
8.4 Coordinate 60% Cost Estimate			10					
8.5 60% CofC Review/Meeting/Site Visit	4		8					
Task 9.0 Const Docs (90% & 100% Review)	33	0	120	144	144	36	477	
9.1 Prepare 90% CAD Base Drwgs	4		10	16	16	4		
9.2 Coordinate MP&E Engineering	8		20	32	32	8		
9.3 Prepare 90% Plans & Draft Tech Specs	8		20	32	32	8		
9.4 Coordinate 90% Cost Estimate	4		10					
9.5 90% CofC Review/Meeting/Site Visit	2		8					
9.6 Coordinate 100% MP&E Engineering	4		16	32	32	8		
9.7 Prepare 100% Plans & Final Tech Specs	1		16					
9.8 100% Deliverables, Plan Review & Permit	1		10	32	32	8		
9.9 100% Engineer's Cost Estimate	1		10					
Task 10.0 Contractor Coordination / Bidding	12	0	24	24	8	4	72	
10.1 Coordinate & Issue Bid Documents	4		8	8				
10.2 RFIs / Substitution Requests	4		8	8				
10.3 Issue Addenda as required	4		8	8	8	4		

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.