



PROFESSIONAL SERVICES AGREEMENT
Design Services
DETROIT BASIN / GAZELLE MEADOWS PARK STORM SYSTEM IMPROVEMENTS
Project No. ST2101.201
Council Date: December 9, 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 **DETROIT BASIN / GAZELLE MEADOWS PARK STORM SYSTEM 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 **333** 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 **\$497,826** 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:	City of Chandler Public Works & Utilities Department Attn: Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782- Email: @chandleraz.gov
To Consultant:	Entellus, Inc. Mailing Address: 3033 N. 44 th St., Ste. 250, Phoenix, AZ 85018 Physical Address: same as above Statutory Agent Name: Tim Crall Statutory Agent Mailing Address: 3033 N. 44 th St., Ste. 250, Phoenix, AZ 85018 Statutory Agent Physical Address: same as above 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 ("Indemnatee") 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

TMB

ATTEST:

City Clerk

Seal

"CONSULTANT"

Entellus, Inc.

William A. Linck

Signature

11/9/21

Date

William A. Linck

Print Name

President

Title

linck@entellus.com

Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

**[ST2101.201: Detroit Basin / Gazelle Meadows Park
Storm System Improvements]**

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

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION

- 1.1 CONSULTANT will provide services for the design, permitting, development of construction documents, and specified construction administration for the development of storm drain improvements, located at the Detroit Basin / Gazelle Meadows Park, Chandler, Arizona, all as more specifically described herein below.
- 1.2 The facility design may include, but not be limited to, survey, storm drain and waterline design, restoration of affected existing park and street infrastructure, and CLOMR/LOMR FEMA submittals, A more detailed description of City's concept is included herein as part of Exhibit A.
- 1.3 The Intergovernmental Agreement No. IGA FCD 2021A001 between the Maricopa County Flood Control District (District) and the City of Chandler (City) (per Resolution No. 5451) for the Detroit Basin Area Drainage Improvements Project is for design, right-of-way acquisition, and utility relocations for storm drain improvements to collect stormwater along Galveston Street between Hamilton Street and Exeter Street, along Erie Street between Hamilton Street and Exeter Street, and along the east side of the railroad tracks between Ivanhoe Street and Galveston Street, and conveyance of the stormwater from this area to the existing Detroit Basin (also known as Gazelle Meadows Park, located at 500 North Exeter Street) and to collect stormwater where it exits at the southwest corner of the Detroit Basin and convey it to a connection with the existing Chandler Boulevard storm drain. Per the IGA, the City serves as lead agency, and the District will fund 50%, up to \$600,000, for a total current project budget of \$1,200,000, as estimated based on the best information available at the time of the IGA. All design services, right-of-way and easements acquisitions, and utility relocations, as well as a portion or all of construction costs will be completed within this budget. Project scope (types of improvements and project limits), and revised construction and total project costs will be re-confirmed as part of the Design Services under this Professional Services Agreement (PSA) with CONSULTANT. In the event project costs exceed the amount in the IGA, the City and District may agree to amend the amount in the IGA or enter into a new IGA.
- 1.4 CONSULTANT will provide all design services for the Project including, but not limited to, typical landscape, and civil engineering services.

2. DESIGN STANDARDS

2.1 The CONSULTANT will perform the project tasks as outlined in this scope of work and all work will conform to the latest additions and amendments of the following, unless specifically noted otherwise:

- City of Chandler Standard Details and Specifications
- City of Chandler Technical Design Manual #1 & 2: Water & Wastewater System Design
- City of Chandler Technical Design Manual #3: Storm Drainage System Design
- City of Chandler Technical Design Manual #4: Street Design and Access Control
- City of Chandler Technical Design Manual #5: Traffic Signal Design
- City of Chandler Technical Design Manual #6: Street Light Design
- City of Chandler Technical Design Manual #7: Traffic Barricade Design
- City of Chandler Technical Design Manual #8: Landscape and Irrigation Design of Right Of Ways, Retention Basins and Parks
- Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction
- City of Chandler Supplements to MAG
- Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD)
- AASHTO Policy on Geometric Design of Highways and Streets
- The Code of the City of Chandler
- Arizona Department of Transportation Utility and Railroad Engineering Section Utility Coordination Guide For Design Consultants (UCGDC)
- Americans with Disabilities Act (ADA) requirements
- Proposed Right Of Way Accessibility Guidelines (PROWAG) or ROWAG (if finalized during project duration)
- Arizona Utility Coordinating Committee (AUCC) Public Improvement Project Guide (PIPG)
- Arizona State Standard 1: Instructions For Organizing and Submitting Technical Support Data Notebooks (TSDN) for Flood Studies
- Flood Control District of Maricopa County Drainage Design Manual, Hydrology
- Flood Control District of Maricopa County Drainage Design Manual, Hydraulics
- Flood Control District of Maricopa County FLO-2D Verification Report
- City of Chandler Unified Development Manual

- City of Chandler General Plan
- City of Chandler Transportation Master Plan
- 2011 National Electrical Code

3. BACKGROUND

3.1 The City of Chandler Project ST2101.201: Detroit Basin / Gazelle Meadows Park Storm System Improvements, will provide storm drain design services in the vicinity of the Detroit Basin. Several studies have been completed in the area including:

- Downtown Chandler Drainage Improvements Candidate Assessment Report Amendment (ST0818), 2009 (2009 CAR)
- Chandler / Gilbert Floodplain Delineation Study, Phase 3, UPRR/Arizona Avenue Watershed, 2010 (2010 FPDS)
- City of Chandler Stormwater Management Master Plan Update (ST1606), 2017 (2017 SWMMP)

The Detroit Basin area was studied in all three, and in the 2009 and 2017 studies, alternatives were explored to improve the drainage conditions in the area. Subsequently, in 2021 the City of Chandler entered into an Intergovernmental Agreement with the Flood Control District of Maricopa County, (IGA FCD 2021A001) for drainage improvements to the Detroit Basin area. Additional improvements will also be conducted in the area. This scope of work will include the following tasks:

- Drainage analysis for the Detroit Basin area
- Coordination with the District
- Coordination with the Union Pacific Railroad (UPRR)
- Topographic survey of existing land features
- Topographic survey of the finished floor elevation of 35 lots
- Storm drain design for East Galveston Street
- Storm drain design for East Erie Street
- Storm drain outfall from the Detroit Basin to the existing 54-inch storm drain in East Chandler Boulevard
- Channel / collection area improvements along the UPRR north of Galveston Street
- Retention basin modifications to the Detroit Basin
- Restoration of existing landscape, irrigation, and park infrastructure for the Detroit Basin

Note: Park enhancements or expansion (beyond restoration of existing), ADA improvements, waterline improvements, or other non-storm related

improvements are to be under separate plan set, permit(s), and separate Professional Services Agreement No. ST2101.202. This PSA is for design services for the IGA storm improvements only.

4. ASSIGNMENT

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

5. PROJECT SCHEDULE AND PROJECT MANAGEMENT

- 5.1 CONSULTANT must perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference.
- 5.2 CONSULTANT must adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of City. CONSULTANT must revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. CONSULTANT must take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist CONSULTANT.
- 5.3 The CONSULTANT will prepare monthly progress reports, perform monthly budget and schedule monitoring, process sub-consultant invoices, and perform other general administrative tasks.

6. QUALITY CONTROL

- 6.1 CONSULTANT must institute and comply with the Design Quality Control Plan attached hereto and made a part hereof by reference.

7. PROJECT MEETINGS

For project meetings, the CONSULTANT will distribute electronic meeting invitations to appropriate attendees prior to each meeting. CONSULTANT will prepare and distribute agenda and meeting minutes with action items for each meeting. Anticipated project meetings are as follows:

- 7.1 Monthly Progress Meetings

The CONSULTANT will participate in up to four (4) progress meetings. It is anticipated that the maximum of three (3) personnel from the CONSULTANT will

participate in the progress meetings and that half of the progress meetings will be held virtually. The CONSULTANT will prepare and distribute meeting minutes for each progress meeting, including action items to be reviewed and updated at each progress meeting.

7.2 Project Kickoff Meeting

The CONSULTANT will hold one (1) Project Kickoff Meeting. It is anticipated that this meeting will be held virtually.

7.3 Additional Project Coordination

Additional coordination with the City outside of meetings will be maintained through the project duration. Interim communications will be maintained via telephone or e-mail transmission.

7.4 Comment Resolution Meetings (3)

Following the 30%, 60%, and 95% submittals to the City, the CONSULTANT will participate in a comment resolution meeting. These meetings are to be held no later than one week after receiving redline comments to discuss any issues that may have been identified. External project stakeholders (District and others) will be invited to the comment resolution meeting.

7.5 Utility Coordination Meetings (5)

Following the 30%, 60%, 95%, 100%, and FINAL submittals to the City, the CONSULTANT will participate in a utility coordination meeting.

8. PUBLIC AND STAKEHOLDER MEETINGS

- 8.1 It is anticipated that there will not be any public outreach or public meetings as part of this project. However, an allowance is included for possible public meetings or the preparation of exhibits to be used in presenting the project to the public.

9. PRELIMINARY RESEARCH AND DATA COLLECTION

9.1 Collect and Review Existing Records and Site Conditions

As and for preliminary research before preparing the project design, CONSULTANT will:

- a. Obtain and review existing applicable record drawings, design studies and reports, geotechnical investigations, maintenance records, development plans, drainage reports, and other relevant documents.
- b. Obtain and review documents for rights-of-way easements, and any other types of public property related rights for City and county.

- c. Perform AZ 811 (Blue Stake) records request, contact utility representatives, obtain utility records drawings, utility records, along with City and other agencies record drawings.
- d. Perform a Document search for survey ties and benchmarks.
- e. Perform a Document search for City policies, regulations, standards, design manuals, and requirements, etc., relevant to the project.
- f. Investigate existing site conditions, review topographic survey data, assess general conditions of the Detroit Basin and storm drainage alignments, the existing roadway, and the drainage and irrigation features, take photos, make measured drawings, and verify accuracy of drawings or other information furnished by City and others.
- g. CONSULTANT must provide a survey of the project area that includes complete topographical and property data of the immediate site. Design must utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans. Clearly define the benchmark location and elevation that will be utilized for construction of this facility.
- h. It is believed that the pipe material of some of the older storm drain pipes in the area are not correctly shown in the City's GIS. Some of these are believed to be corrugated metal pipes that are near the end of their life cycle. As part data collection, the existing storm drain infrastructure in the immediate area of the basin will be identified, including the pipe material. The pipes condition will be visually inspected and documented. This visual identification will only be done where the pipe is accessible (ie headwalls, manholes, etc). Additionally, it is believed that the City's GIS may be missing some pipes and chambers within the park itself. These will be identified based on field investigations and information provided from City staff.
- i. The CONSULTANT will maintain a log and copy of all information collected throughout the duration of the project, including photos, as-builts, reports, and other documents provide by the City, stakeholders, utility companies, external agencies, and developers.

9.2 Site Visit

The CONSULTANT will conduct a site visit to review topographic survey data, assess general conditions of the Detroit Basin and storm drain alignments, the existing roadway, and the drainage and irrigation features, and take photos.

- 9.3 The District recently acquired LiDAR mapping in preparation for the future Gilbert/Chandler Area Drainage Master Study. This mapping is currently being finalized. The CONSULTANT, with assistance from the City and the District, will acquire this LiDAR data for use in the drainage study portion of this project.

10. UTILITY/AGENCY COORDINATION

- 10.1 Coordination with utility companies and agencies must be in accordance with the

latest version of the "Public Improvement Project Guide" (PIPG).

- 10.2 The CONSULTANT will obtain utility and as-built information from the City and other utility companies for the Detroit Basin and that are along the storm drain alignments of this Project. The CONSULTANT may reach out to utility companies to obtain additional information on their facilities and discuss any impacts.
- 10.3 CONSULTANT must identify utility conflicts during the initial stages of the design process.
- 10.4 CONSULTANT must coordinate with each utility company to determine if the utilities have any need to upgrade their facilities before or during the project's construction.
- 10.5 CONSULTANT must coordinate the design and installation of the utilities, which includes, but is not limited to, services for electric, communications, water, storm drainage, irrigation and sanitary systems, etc.
- 10.6 Easements for these utilities must be identified early in the design stage of the project and necessary information provided to City's Real Estate Department to allow City to complete acquisition during the design phase.
- 10.7 The CONSULTANT will provide legal descriptions for utility easements, such as for natural gas, electrical, and irrigation services per TASK 23 LEGAL DESCRIPTIONS (ALLOWANCE).
- 10.8 CONSULTANT must submit preliminary plans, specifications, and design calculations to utilities/agencies for review and use during their design for their service improvements or any necessary relocations.
- 10.9 CONSULTANT will conduct utility meetings to coordinate relocations with utility/agency and establish relocation schedules. The CONSULTANT will work with the City to facilitate utility coordination meetings following each submittal (30%, 60%, 95%, 100%, FINAL), and to facilitate utility land coordination meetings. This task includes up to five (5) general utility coordination meetings. Refer to TASK 7.5 Utility Coordination Meetings (5).
- 10.10 CONSULTANT must send Utility Conflict Review letters to each utility company notifying them of the project and defining the project scope and timeline along with Project Plans at each submittal (30%, 60%, 95%, 100%, and Final) for their review along with a request for written response from each company to determine if the disposition of their utility as it relates to the planned improvements.
- 10.11 The CONSULTANT must field verify the horizontal locations of all utilities within the project limits prior to the Preliminary (30%) design submittal. CONSULTANT will prepare base maps and transmit them to the utility companies for verification and comment concerning the utility location. CONSULTANT will incorporate the utility company comments into the base maps.

- 10.12 The CONSULTANT will coordinate with the utilities to facilitate the design to relocate their facilities. The CONSULTANT will request a letter from each utility impacted by the planned improvements identifying a timeline for relocating their facilities.
- 10.13 The CONSULTANT will specifically identify utility conflicts, with input from utility companies and the City, which might affect alignment or grade and recommend alternatives.
- 10.14 The CONSULTANT will assist the City's utility coordinator to obtain a clearance letter from each utility company defining the utility relocation scope, design schedule and construction schedule prior to submittal of Final Sealed construction documents. The CONSULTANT will prepare a utility clearance letter summarizing all utility relocations and schedules and submit to City's utility coordinator.
- 10.15 CONSULTANT must follow-up with the final design submittal for utility construction and coordination with the bid documents.
- 10.16 CONSULTANT must incorporate the utility/agency private developer construction requirements into the bid documents.
- 10.17 CONSULTANT may need to obtain approval for crossings of the Union Pacific Railroad. The CONSULTANT will submit permit applications for approval. This work is included as an allowance and is described in TASK 0
- 10.18 UPRR COORDINATION (ALLOWANCE).

11. GEOTECHNICAL INVESTIGATION

- 11.1 CONSULTANT must perform all soil and pavement borings necessary to complete their work.
- 11.2 Sub-surface soil conditions, established by the geotechnical investigations, must be incorporated into the bid documents in a manner usable to the excavation and foundation bidding and construction.
- 11.3 See TASK 20 GEOTECHNICAL INVESTIGATION (ALLOWANCE) for additional details.

12. RIGHT OF WAY COORDINATION:

- 12.1 The CONSULTANT will prepare a right-of-way strip map overlain on an aerial image showing existing right-of-way. The right-of-way strip map is for the purpose of identifying property boundaries to prepare legal descriptions and exhibits for road right-of-way, drainage easements, temporary construction easements, sight triangle easements, and utility easements. The CONSULTANT will provide the City with a list of properties requiring title reports for acquisitions, if necessary.
- 12.2 If necessary, the CONSULTANT will provide legal descriptions and exhibits as described under TASK 23 LEGAL DESCRIPTIONS (ALLOWANCE). The City will

provide title search documents with Schedule "B" attachments for each parcel requiring new right of way or easement.

13. TOPOGRAPHIC SURVEY

- 13.1 The CONSULTANT will perform ground survey to establish horizontal and vertical control. Existing roadway centerlines will be established through Maricopa County Recorder's maps and land surveys in conjunction with existing street monuments.
- 13.2 Horizontal control will be per the City's datum.
- 13.3 Vertical control will be per the City's datum.
- 13.4 The CONSULTANT will perform topographic survey of existing features including curb and gutter, catch basins, scuppers, culverts, box culverts, water meter boxes, water and gas valves, manholes, utility poles and guy wires, traffic signal poles, utility boxes, fences, trees, mailboxes, public and private irrigation, plants and shrubs. Survey limits will be as follows:
 - Galveston Street from 300 feet west of Delaware Street to 300 feet east of Hamilton Street
 - Erie Street from 300 feet west of Delaware Street to 300 feet east of Hamilton Street
 - Exeter Street from Galveston Street to Erie Street
 - Delaware Street from Erie Street to Chandler Boulevard
 - Delaware Street from Ivanhoe Street to Galveston Street including the right-of-way east of the UPRR
 - The Detroit Basin area, including the UPRR and the alley just west of the UPRR between Galveston Street and Erie Street.
- 13.5 The topographic survey will include the survey of all curb returns and extending 25 feet beyond the intersection.
- 13.6 CONSULTANT will take elevations at the inverts of catch basins, manholes, and water valve nuts within the project limits.
- 13.7 Many of the homes within the vicinity of the Detroit Basin were constructed as slab on grade. The CONSULTANT will provide a finished floor survey for homes in the vicinity of the Detroit Basin that are also within the effective floodplain. It is anticipated that this will include the survey of 35 structures. This will not include survey of mobile homes including the Chandler Gardens Mobile Home Park south of Erie Street.

14. PRE-DESIGN DRAINAGE ANALYSIS

- 14.1 The CONSULTANT will perform a drainage study to assess the extent of the

improvements that are necessary for the Detroit Basin area. The analyses that were performed as part of the 2009 CAR and the 2017 SWMMMP will be used as the basis for the analysis. The 2017 SWMMMP recommended a 2D analysis be performed because it was not easy to determine flows for individual catch basins with the available modeling data and analysis. Additionally, it is possible that the original HEC-1 modeling could be conservative regarding the run-off volume that gets to the Detroit Basin. Modeling the area in FLO-2D could potentially reduce the necessary improvements to the basin and decrease the water surface elevation, and thus the effective FEMA AH floodplain.

- 14.2 This study will model the contributing area as shown in the 2017 SWMMMP using FLO-2D, with the main objective being to determine the inflows at each catch basin location and to model the impacts on the downstream Detroit Basin. It is anticipated that the District will provide surface feature characterization (SFC) for the study area and the CONSULTANT will provide a check on the accuracy of the SFC. If the SFC are not available, the CONSULTANT will develop them for the study area. FLO-2D grid elevations will be modified to match the surveyed elevations for catch basins, scuppers and culvert inverts. The performance of the existing storm drain system will be analyzed using the SWMM storm drain component within FLO-2D. This will include 2 alternative FLO-2D model runs.
- 14.3 The CONSULTANT will perform a 2-dimensional existing condition drainage analysis for the Detroit Basin area utilizing FLO-2D. The FLO-2D model input data will be developed following District guidelines with the current approved version of the FLO-2D QGIS Plug-in. The model will be executed using the current District approved version of the FLO-2D executable.
- 14.4 The LiDAR topographic mapping as described under TASK **Error! Reference source not found.** will be utilized for this analysis.
- 14.5 Models will be run for the 10-year and the 100-year controlling storms. It is anticipated that the storm drain design will be for the 10-year event, but the floodplain re-delineation will require the 100-year event.
- 14.6 The CONSULTANT will calibrate the FLO-2D models following the guidance provided in the District FLO-2D Verification Report.
- 14.7 A drainage study report will be generated documenting the analysis and the results. A plan view exhibit with the proposed improvements will be provided as part of the drainage study. These results will be utilized for the design of the drainage improvements.

15. PLANS, REPORT, SPECIFICATIONS, ESTIMATES

15.1 Plan Design Criteria

The CONSULTANT will prepare plans for the project in accordance with City

Standards. Plans will be submitted in AutoCAD, DWG format and exports of each plan sheet and reference files and PDF of each plan sheet and PDFs of complete plans set at the 30%, 60%, 95%, 100%, and Final submittals.

15.2 Plan Review

Following each review, the CONSULTANT will review the City's comments and complete the comment resolution forms. The CONSULTANT will provide a matrix that summarizes the comments and indicates whether the comment was incorporated or provides justification for not implementing the change noted in the plan review comments. The CONSULTANT will provide the comment matrix to the City one week prior to the Comment Resolution Meeting. All comments shall be incorporated unless otherwise authorized by the City.

15.3 General Sheets, Storm Drain Plans, Basin Design

The CONSULTANT will prepare general sheets, storm drain sheets, and basin design sheets, and it is anticipated that the plan set will contain the following:

- Cover Sheet (1 sheet)
- General Notes Sheet, Design Data (2 sheets)
- Key Map (1 sheet)
- Detail Sheets (4 sheets)
- Survey Control Sheet (1 sheet)
- Storm Drain Sheets (1"=20') (10 sheets)
- Storm Drain Lateral Sheets (3 sheets)
- Basin Grading Sheets (1"=20') (5 sheets)
- Basin Demolition Sheets (1"=20') (5 sheets)
- Basin Hardscape Restoration Sheets (1"=20') (5 sheets)
- Landscape and Irrigation Restoration Sheets (1"=20') (12 sheets)

15.4 Basin and Storm Drain Sheets

It is anticipated that the basin and storm drain design plans will include the following (to be verified as part of the pre-design drainage analysis):

- Approximately 1,100 feet of storm drain along Galveston Street from Hamilton Street to outfall into the Detroit Basin.
- Approximately 1,100 feet of storm drain along Erie Street from Hamilton Street to outfall into the Detroit Basin.
- Approximately 1,200 feet of storm drain along the east side of the UPRR from the Harrison Street alignment to outfall into the Detroit Basin.
- Basin sheets encompassing the entirety of the Detroit Basin, and will include design and demolition.

15.5 Landscape and Irrigation Restoration Sheets

With the potential grading of the Detroit Basin, the basin will require landscape restoration to some portion of the basin to maintain access and amenities.

The City has planned park features, including a basketball court. Coordination with the City's parks group will be necessary.

Additionally, limited parking adjacent to the Detroit Basin is a known issue. The City may be looking at potential options to remedy this. If the City identifies a solution for parking, this project will coordinate with that solution so that the future parking improvements can be incorporated without negatively impacting the flood control function of the basin.

Landscape and irrigation restoration design will be provided by EPG. See attached scope for detailed information.

15.6 Lighting and Electrical Restoration Sheets

With the potential grading of the Detroit Basin, the park will require lighting and electrical restoration to some portion of the park. This will be provided by Wright Engineering. See attached scope for detailed information.

15.7 Project Specifications and Cost Estimate

The CONSULTANT will prepare technical specifications and special provisions for the design at the 60%, 95%, 100% and final submittals.

The CONSULTANT will prepare an opinion of probable costs at the 30%, 60%, 95%, 100%, and final submittals.

15.8 30% Plan Submittal

The CONSULTANT will provide the following at the 30% submittal to the City:

- City Plan review and construction permit applications
- One (1) full size and four (4) half size sets as well as a PDF of 30% preliminary plans
- Two (2) copies and a PDF of the 30% construction cost estimate
- PDF of the sealed geotechnical report
- PDF of the right-of-way strip map

15.9 60% Plan Submittal

The CONSULTANT will provide the following at the 60% submittal to the City:

- City Plan review and construction permit applications
- 30% redlines and comments
- One (1) full size and four (4) half size sets as well as a PDF of 60% plans

- Two (2) copies and a PDF of the 60% technical specifications
- Two (2) copies and a PDF of the 60% construction cost estimate
- PDF of the draft drainage design report
- PDF of the right-of-way strip map

15.10 95% Plan Submittal

The CONSULTANT will provide the following at the 95% submittal to the City:

- City Plan review and construction permit applications
- 60% redlines and comments
- One (1) full size and four (4) half size sets as well as a PDF of 95% plans
- Two (2) copies and a PDF of the 95% technical specifications
- Two (2) copies and a PDF of the 95% construction cost estimate
- PDF of the draft final drainage design report
- PDF of the right-of-way strip map

15.11 100% Plan Submittal

The CONSULTANT will provide the following at the 100% submittal to the City:

- City Plan review and construction permit applications
- 95% redlines and comments
- One (1) full size and four (4) half size sets as well as a PDF of 95% plans
- Two (2) copies and a PDF of the final technical specifications
- Two (2) copies and a PDF of the final construction cost estimate
- PDF of the final sealed drainage design report
- PDF of the right-of-way strip map

15.12 Final Plan Submittal

The CONSULTANT will provide the following at the final plan submittal to the City:

- Three (3) full size and four (4) half size sets as well as a PDF of final plans
- Four (4) copies and a PDF of the final technical specifications
- Four (4) copies and a PDF of the final construction cost estimate and bid schedule
- Utility Clearance Letter

15.13 Stormwater Pollution Prevention Plan

The CONSULTANT will prepare a Storm Water Pollution Prevention Plan (SWPPP)

meeting most current Arizona Pollutant Discharge Elimination System (AZPDES) General Permit for Discharge from Construction Activities to Waters of the United States. The SWPP will include a completed checklist that identifies the location of the required SWPPP components outlined in the Construction General Permit.

15.14 Basis of Drainage Design Report

The CONSULTANT will perform hydraulic analyses to quantify storm water runoff. Analysis will establish size and location of the storm water drainage system of inlets, catch basins, pipes, and size of any improvements to the Detroit Basin. This analysis will be an update or addendum to the study analysis discussed in TASK 14 PRE-DESIGN DRAINAGE ANALYSIS.

16. BID & AWARD (100% Documents)

- 16.1 Submit bid documents to Development Services for building permit. All plans, calculations and specifications will be stamped. The specifications will be 8-1/2" x 11" and in electronic format on diskette in Microsoft Word 98. Plans will be black line prints as well as on diskette Auto CAD release 14 or R2000. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.
- 16.2 Pick-up plan review final comments and prepare stamped Mylar documents for reproduction. City will have the bid sets reproduced from these Mylar's.
- 16.3 Assist City in the preparation of the Bid Form.
- 16.4 Attend and participate at the pre-bid conference for the purpose of answering technical questions from potential bidders.
- 16.5 Assist City in the evaluation of "substitutions and or-equals" and make a recommendation to accept or decline.
- 16.6 Prepare addenda for review and approval by City. City will distribute.
- 16.7 If bids are 10% over or under the "engineers estimate", CONSULTANT will be required to provide a detailed evaluation explaining differences. Then the documents will be modified and re-bid at no additional cost to City.

17. CLOMR REPORT

- 17.1 Based on the 95% design drawings, the CONSULTANT will generate a CLOMR for submittal to FEMA. The CLOMR report will follow State Standards for Technical Support Data Notebooks (TSDN).
- 17.2 The hydraulic analysis will be performed using FLO-2D and the proposed improvements. The proposed storm drain will be incorporated into the FLO-2D model using SWMM, and model documentation will follow District guidelines.
- 17.3 As part of the hydraulic analysis, the proposed floodplain will be re-delineated. It

is anticipated that the proposed floodplain will remain a detailed Zone AH with a single water surface elevation, similar to the effective floodplain.

- 17.4 As part of the required CLOMR submittal documentation, the CONSULTANT will perform an Endangered Species Act compliance as required for the CLOMR submittal. It is anticipated that the effort for this compliance documentation will be minimal.
- 17.5 The CLOMR report will be submitted to the City and to the District for technical review. For each submittal, the CONSULTANT will run the District's post-processing program on the submitted models and fill out the District's Reviewers Checklist to expedite the review process.
- 17.6 FEMA requires fees for the submittal of CLOMRs. It is estimated that the CLOMR review fee will be \$6,500.
- 17.7 The CONSULTANT will address the District and FEMA comments related to the CLOMR submittal. The CONSULTANT will notify the City if there is a request from FEMA that is outside of the scope of work of this project.

18. PERIOD OF SERVICE (MILESTONES)

- 18.1 Following receipt of a "Notice to Proceed" with the design work, CONSULTANT must complete the design and have all documents ready for bidding within 333 calendar days of the date indicated on the Notice to Proceed.
- 18.2 CONSULTANT must complete all services specified herein in accordance with the Production Schedule and progress milestones included in Exhibit A attached herein. In the event delays are experienced beyond the control of CONSULTANT, the completion date may be extended as mutually agreed upon by City and CONSULTANT.

ALLOWANCES

19. DETROIT BASIN OUTFALL DESIGN

- 19.1 Depending on the results of TASK 14 PRE-DESIGN DRAINAGE ANALYSIS, an upsizing of the existing outfall of the Detroit Basin to the Chandler Boulevard storm drain may be required. This allowance item is for the additional design of the following:
- Approximately 1,600 feet of storm drain as the outfall to the Detroit Basin beginning from the southwest corner of the Detroit Basin to Delaware Street, along Delaware Street to connect to the existing storm drain in Chandler Boulevard.

20. GEOTECHNICAL INVESTIGATION (ALLOWANCE)

- 20.1 Ninyo and Moore will perform a geotechnical investigation into the soil conditions in and around the Detroit Basin and along the storm drain alignments.
- 20.2 It is anticipated that there will be two (2) borings for each of the four storm drains, and 2 borings at the park site (8 total borings).
- 20.3 It is anticipated that two (2) double ring infiltrometer percolation tests at the proposed finished grade of the Detroit Basin will be performed.
- 20.4 The CONSULTANT will obtain City and Maricopa County Encroachment permits, as necessary, to conduct work in the Right-of-Way. If needed, the CONSULTANT will arrange for and compensate for off-duty police officers.
- 20.5 It is anticipated that Phase I Site Assessments may be required, for up to 5 parcels.
- 20.6 The CONSULTANT will establish test locations in the field and arrange for the mark-out of underground utilities through Arizona Blue Stake.
- 20.7 See attached scope and fee proposal for more detailed information.

21. PUBLIC OUTREACH (ALLOWANCE)

21.1 Public Meetings

CONSULTANT may participate in up to two (2) Public Information Meetings (60% and 100%) and be responsible for the following:

- Develop display boards showing proposed improvements
- Prepare a meeting sign-in sheet
- Prepare and make available a public comment sheet
- Provide snack foods and beverages for up to 50 attendees

City shall be responsible for the following:

- Secure a meeting location and time
- Prepare and distribute mailers/flyers to residents within and adjacent to the project
- Prepare newspaper notice of meeting

21.2 Exhibit Preparation

The CONSULTANT will prepare up to four (4) exhibits for distribution to the public. It is anticipated that this will be of the proposed improvements in the area.

22. POTHOLING (ALLOWANCE)

- 22.1 The CONSULTANT may perform utility potholes. During the design phase of the project, the CONSULTANT will develop a suggested pothole list that identifies stationing and offset. The CONSULTANT will provide this list to the City for review and concurrence. City approved potholes will be reimbursed from this allowance.
- 22.2 Pertinent pothole data will be presented in spreadsheet format that includes the utility found, depth, horizontal and vertical location, size and material composition, and top and bottom elevation of the utility line exposed. It is anticipated that initial potholes will be provided prior to the 60% submittal and be included on the 60% plans. Additional potholes requested after plan reviews of the 60% plans may be obtained and included in the 95% plans. Potholes will be patched back with hot mix and backfilled with half sack slurry per MAG Detail 212.
- 22.3 The CONSULTANT will be responsible for field survey to initially stake the pothole location in white paint or white flagging for Blue Stake notification and as a reference point for the surveyed location of each pothole. The CONSULTANT will identify the pothole number, northing, easting and elevation of the staked location. The CONSULTANT will measure and record adjustments from the surveyed location to the steel reference pin set above the centerline of each exposed utility.
- 22.4 The CONSULTANT will conduct Subsurface Utility Engineering (SUE) per American Society of Civil Engineering (ASCE) publication CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" at a "Quality Level C" for public water, sewer, reclaimed water and overhead utilities.
- 22.5 The CONSULTANT will conduct Subsurface Utility Engineering (SUE) per ASCE publication CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" at a "Quality Level A" for locatable existing underground utilities including private water, private sewer, private reclaimed water, gas, cable TV, telephone, fiber, and power.

23. LEGAL DESCRIPTIONS (ALLOWANCE)

- 23.1 The CONSULTANT will provide legal descriptions and exhibits for new property acquisitions for right-of-way, drainage easements, temporary construction easements, utility easements, or other easement as deemed necessary. The City will provide title search documents with Schedule "B" attachments for each parcel requiring new right-of-way or easement. Legal descriptions and exhibits will include closure data. City approved legal descriptions and exhibits will be reimbursed from this allowance.

24. UPRR COORDINATION (ALLOWANCE)

- 24.1 Depending on the results of the drainage study and the final concept, coordination with the Union Pacific Railroad may be required. This coordination would be part of an effort to obtain approval from the UPRR for a storm drain and possibly waterline crossing. If necessary, the CONSULTANT will submit permit applications to UPRR for approval.

25. REIMBURSABLE EXPENSES (ALLOWANCE)

- 25.1 Expenses such as FEMA submittal fees, MCESD fees, reproductions, mileage, will be paid as reimbursable expenses.

September 3, 2021

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**Subject: ST2101.201 Detroit Basin / Gazelle Meadows Park Storm System Improvements
Scope-of-Work and Fee Proposal**

Dear Ryan:

Please find attached our revised scope of work and fee proposal for providing landscape architecture design services in support of Entellus for the City of Chandler Detroit Basin / Gazelle Meadows Park Storm System Improvements project.

The scope of work included with the proposal is divided into five main tasks based on our understanding of the project needs and approach. Those tasks include:

Task 1 – Project Management and Coordination

Task 2 – Conceptual 30% Design / Data Collection

Task 3 – Design Development / 60% Design

Task 4 – Construction Documents / 95% Design

Task 5 - 100% Design / Permitting Assistance

Allowance – Rendered Plans or Graphics

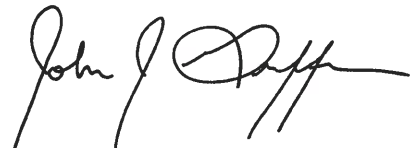
EPG anticipates deliverables for this project will be electronic. Our proposed fee to perform the work described in the attached scope of work is \$40,896.00. With the \$3000.00 allowance for graphic and public meeting support if requested, our total fee amount is \$43,896.00.

We appreciate this opportunity and look forward to beginning the work. Please feel free to contact us with any questions or to discuss the scope or fee proposal in more detail.

Sincerely,



Brent Borchers, P.E.
Regional Manager



John J. Griffin, PLA, ASLA
Project Manager | EPG

Enclosure: scope of work, fee proposal

City of Chandler

Detroit Basin / Gazelle Meadows Park Storm System Improvements

COC PROJECT NO ST2101.201

Landscape Design Services

SCOPE OF WORK

September 3, 2021

PROJECT DESCRIPTION

Entellus, Inc., (ENTELLUS) has been selected by the City of Chandler (CITY) to provide engineering design and project management services required to prepare construction documents for the Detroit Basin / Gazelle Meadows Park Storm System Improvements project. (Address: 500 N Exeter St., Chandler, AZ 85225; APN: 302-65-001C, 302-65-001B, 302-65-002C) This approximate 8.96-acre site serves as both a regional retention basin as well as a neighborhood park within the CITY's park system. ENTELLUS has requested the Environmental Planning Group, LLC., (EPG) provide landscape architecture design services in support of the project. The project includes increasing the basin volume, assumed by deepening the basin, contour grading, limited landscape preservation where feasible, landscape restoration, and site design to accommodate future park improvements including a basketball court and lighting.

The project scope includes:

- Inventory of the existing trees, irrigation, and park features to identify options for protection or salvage;
- Coordination with City Parks to determine the location and size of planned future park improvements to be accommodated in the grading and restoration design;
- Landscape, and irrigation design to restore the park per the Intergovernmental Agreement between the CITY and the Flood Control District of Maricopa County.

TASK 1 - PROJECT MANAGEMENT AND COORDINATION

EPG will assign a project manager to manage EPG's efforts for the project. The project manager will be knowledgeable of the project and have responsible charge of the progress of each phase of the project. The project manager will be the point of contact for ENTELLUS and will keep ENTELLUS informed of coordination on project deliverables and associated efforts. The project manager will be responsible for administrative issues, technical direction of the work, scheduling, and budgetary oversight for the project as well as coordination and reporting with ENTELLUS's project manager.

Project Coordination

Project coordination will include preparation of notes for the project meetings to be provided to ENTELLUS, coordination with the design team members, and managing administrative tasks associated with the project.

Project Meetings

The scope of work assumes EPG will participate in two (2) project progress meetings and three (3) submittal review meetings to be held with the CITY:

- Project Progress Meetings with the CITY, assumed to be the project kick-off meeting and one other meeting not associated with a comment review meeting (2 meetings total)
- 30% Comment Resolution Meeting (1 meeting total)
- 60% Comment Resolution Meeting (1 meeting total)
- 95% Comment Resolution Meeting (1 meeting total)

Project Schedule

Prior to commencing design work, EPG will coordinate with ENTELLUS to determine the project schedule. EPG's Project manager will monitor project work progress and report to ENTELLUS the status of deliverable development and potential issues that arise during project progress.

Quality Control

EPG's project manager will be responsible for ensuring our internal Quality Control Program is followed for landscape-related work for this project. EPG will designate a senior QA/QC landscape architect who is not part of the regular design effort to independently review the design for conformance to design standards, constructability, and quality at each design progress level prior to submittal to ENTELLUS.

TASK 2 – CONCEPTUAL 30% DESIGN / DATA COLLECTION

2.1 DATA COLLECTION: EPG will review documents, as-builts and record drawings, CITY ordinances, and other data provided by ENTELLUS or acquired from the CITY to be familiar with the drainage and site compliance requirements for the project.

2.2 SITE VISIT: EPG will perform one (1) site visit to photograph and document existing park features and conditions, become familiar with the site setting and topography, identify irrigation equipment locations and methods of delivery, and inventory the existing trees on site along with their condition and suitability for salvage. EPG anticipates coordinating this visit with CITY Parks department to ensure access to irrigation and other equipment facilities for documentation.

2.3 CONCEPTUAL 30% GRADING ASSISTANCE: Working from ENTELLUS-provided bases provided in AutoCAD and drainage volumes to be achieved, EPG will prepare preliminary basin grading indicating basin top and bottom, slopes, limits of grading to protect existing features, and other grading elements in AutoCAD format. EPG will provide ENTELLUS this preliminary grading layout for use in creating 30% grading design.

2.4 PRODUCT CUTSHEETS: Prepare a binder of proposed products and materials (plant materials, site furnishings, park equipment to be replaced, irrigation components, etc.). Submit to CITY for review and approval.

Anticipated Deliverables:

- Inventory, AutoCAD dwg format
- Tree, park equipment, and other site feature inventory and salvage recommendations, MS Word
- Preliminary grading plan, AutoCAD dwg format
- Product cutsheets, pdf

TASK 3 – DESIGN DEVELOPMENT / 60% DESIGN

3.1 PLANTING, IRRIGATION PLAN DEVELOPMENT: EPG will develop planting, and irrigation plans to the 60% level. The Design Development phase should be considered the primary opportunity for design input that might significantly revise the Program and design prior to development of the Construction Documents. Design Development documents will include:

General Plans – Landscape Cover Sheet, Notes, and Legends.

Plant Inventory/Salvage Plan – Showing location, size, condition, species, and disposition (salvage, preserve-in-place, destroy). Identify location of the salvage nursery and interim water source, if applicable.

Planting Plans – Showing shrub and groundcover massing, trees, name, quantities, and sizes.

Irrigation Plans – Showing head layout and spacing, mainline routing, irrigation zones, and equipment list. Areas to be serviced by flood irrigation will be designated on the plans with irrigation gates noted.

Structural Aesthetics – EPG will prepare concept structural aesthetic details for exposed drainage headwalls and features that complement the park theme.

3.2 SPECIFICATIONS: EPG will provide outline specifications for the site, landscape, and irrigation items in Maricopa Association of Governments (MAG) specification format.

3.3 OPINION OF PROBABLE COST: Prepare an opinion of probable cost.

Anticipated Deliverables:

- 60% plans sheets, pdf (full- and half-size), approximately 12 sheets. (three (3) sheets each for planting, and irrigation plans, 1" = 20'-0" for site drawings assumed).
- Specifications, MS Word
- Preliminary Drainage Report, MS Word and pdf
- Opinion of probable cost, MS Excel and pdf

TASK 4 – CONSTRUCTION DOCUMENTS / 95% DESIGN

4.1 PLAN DEVELOPMENT: Following CITY acceptance of the 60% design, EPG will incorporate comments and advance the design to produce plans, details, and specifications for the landscape, and irrigation components and systems of the Project to provide a comprehensive set of construction documents and specifications for the Project. Construction Documents will include:

General Plans – Including Landscape Cover Sheet, General Notes, and Legends.

Planting Plans and Details – Showing shrubs and groundcovers, trees, name, quantities, and sizes.

Irrigation Plans and Details – Updated to include drip irrigation laterals and other irrigation components not shown on the 60% Design plans.

Structural Aesthetics Details – Indicating construction details for incorporating aesthetic finishes and treatments into drainage structures included in the project.

4.2 SPECIFICATIONS: Full specifications in MAG specification format for site, landscape, and irrigation related components.

4.3 OPINION OF PROBABLE COST: Update the opinion of probable cost.

Anticipated Deliverables:

- 95% Construction Document plans, pdf (full- and half-size), approximately 15 sheets
- Specifications, pdf
- Opinion of Probable Cost, pdf

TASK 5 – 100% DESIGN / PERMITTING

5.1 PLAN DEVELOPMENT: Following review and acceptance of the 95% Deliverables, EPG will finalize the site, planting, and irrigation Construction Documents for the Project for permitting.

Landscape Architecture Construction Documents will include:

General Plans – Including Landscape Cover Sheet, General Notes, and Legends.

Hardscape Plans - Showing sidewalk and pathways, specialty paving, paving finish and scoring, site furnishings, site details, etc.

Planting Plans and Details – Final plant and surface treatment plans and planting details.

Irrigation Plans and Details – Final irrigation design plans and details.

Structural Aesthetics Details – Indicating construction details for incorporating aesthetic finishes and treatments into drainage structures included in the project.

5.2 SPECIFICATIONS: Full specifications in MAG specification format for site, landscape, and irrigation related components. 4.2 OPINION OF PROBABLE COST: Update the opinion of probable cost and review JOC costs if available.

5.3 CITY PERMITTING ASSISTANCE: Assemble the construction drawings, specifications, and reports into their respective packages and provide bid items and quantities for the bid tabs. EPG will participate in a pre-bid meeting and assist ENTELLUS in responding to bidders' questions, if any.

Anticipated Deliverables:

- Construction Document plans, pdf (full- and half-size), approximately 20 sheets
- Specifications, pdf
- Bid Tab, pdf

ALLOWANCE

RENDERED PLANS OR GRAPHICS: Graphic support required by the CITY for additional public involvement support or public meeting attendance is not anticipated in the base scope of work. EPG has included an allowance to prepare one (1) rendered site plan graphic and one (1) rendered section depicting the basins in relation to the adjacent right-of-way, to be authorized by the CITY prior to performing the work. The allowance also includes fees for participation in one (1) public meeting by the EPG Project Manager if attendance is requested.

PROPOSAL ASSUMPTIONS AND QUALIFICATIONS

Items not covered in EPG's Scope of Work and assumptions or qualifications related to the execution of EPG'S work are indicated as follows:

Deliverables will be submitted electronically to ENTELLUS who will prepare deliverables for submittal to the CITY except where specifically described otherwise in the scope of work. Full sized plan printing and deliverables to ENTELLUS or the CITY as part of the Construction Document preparation is not included.

Review submittal fees will be paid by the CITY.

Payment of governmental fees, permits or assessments is by the CITY.

No offsite improvements, restroom or architecture design, or utility design services are included nor are they anticipated.

No Chandler zoning issues are included for the Project, such as rezoning, use permits, special use permits, or variances.

Design and specification for future park equipment will be by others. EPG will provide accommodation for future improvements identified by CITY Parks in the preliminary grading design, where required.

Verbal requests by the CITY or ENTELLUS to commence the next task of the Scope of Work will constitute approval of the previous task. Subsequent revision(s) to work of previous tasks will be considered as additional services.

This proposal is prepared using EPG's approved wage rates. EPG's consultant wage rates are based on 2021 and will be valid for a period of ninety (90) days following the proposal date identified per the cover letter. Should the Scope of Work herein not begin within this time period, we request the opportunity to review and make adjustments to accommodate current wage rates if necessary.

Construction Administration services are not included at this time.

This scope of work assumes all work will occur within existing CITY rights-of-way or temporary construction easements to be defined by others. No CITY land use issues are included under the scope of work such as rezonings, use permits, special use permits, or variances.

Water service or electrical design for irrigation is not required. All irrigation for the project will be restoration or replacement of existing irrigation systems in the CITY park.

The work listed below is specifically excluded from this scope of work, but can be added to the contract for an additional negotiated fee if required:

- Soils Reports and Materials Testing
- Structural Engineering Design or Analysis
- Electrical Engineering and Lighting Design
- Phase I, II, or III Environmental Site Assessment
- Quantitative Noise Analysis
- Additional meetings beyond those designated above

BILLING AND COMPENSATION

This project base fee will be paid on a lump sum, percent complete basis. Use of the allowance, if authorized by the CITY, will be paid on a time and materials (hourly) basis. EPG will provide monthly invoices to ENTELLUS showing the following information:

- Summary of previous billings, current fee due, and the total amount of the invoice
- Summary of work tasks completed during the current period

- Upcoming milestones and deliverables

END SCOPE OF WORK

Project Name: ST2101.201 Detroit Basin / Gazelle Meadows Park Storm Systems Improvements
Project Manager: John Griffin
Date: 9/3/2021

Task 01 - Project Management and Coordination										Task 02 - Conceptual Design / Data Collection / 30%		Task 03 - Design / Development / 60%		Task 04 - Construction Documents / 95%		Task 05 - 100% Design / Permitting Assistance		ALLOWANCES	
Classification		Billing Rate		Total (hr)		(hr)	(hr)	(hr)	(hr)	(hr)	(hr)	(hr)	(hr)	(hr)	(hr)	(hr)	Labor Rev. Billing Rate		
Senior Landscape Architect/QAQC		\$180.00		20.0		20.0											\$3,600.00		
Project Manager/Project Landscape Architect		\$145.00		90.0		26.0	20.0	18.0	14.0	12.0							\$13,050.00		
Landscape Designer 3		\$115.00		14.0			4.0		6.0	4.0							\$1,610.00		
Landscape Architect		\$105.00		64.0			8.0	18.0	18.0	20.0							\$6,720.00		
Landscape Designer 2		\$75.00		193.0		6.0	48.0	61.0	48.0	30.0							\$14,475.00		
Technical Editor		\$95.00		3.0			1.0			2.0							\$285.00		
Administration/Project Controls		\$80.00		12.0		12.0											\$960.00		
Total Hours				396.0		64.0	81.0	97.0	86.0	68.0									
Total Labor						\$8,780.00	\$7,895.00	\$9,075.00	\$8,210.00	\$6,740.00							\$40,700.00		
Allowances																	Allowances		
Rendered Plans or Graphics						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$3,000.00		
Total Allowances						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$3,000.00		
Other Direct Costs																	ODC Cost		
Mileage - Reimbursement rate at \$0.56/mile						\$140.00	\$28.00	\$0.00	\$0.00	\$28.00							\$196.00		
ODC Subtotal						\$140.00	\$28.00	\$0.00	\$0.00	\$28.00							\$196.00		
Total ODCs						\$140.00	\$28.00	\$0.00	\$0.00	\$28.00							\$196.00		
Grand Total						\$8,920.00	\$7,923.00	\$9,075.00	\$8,210.00	\$6,768.00	\$3,000.00						\$43,896.00		

September 1, 2021
Proposal No. 12PHX02-04053

Mr. Ryan Andrew Sauer, PE
Entellus, Inc.
3033 North 44th Street, Suite 250
Phoenix, Arizona 85018

Subject: Proposal to Provide Geotechnical Engineering Services
Detroit Basin Improvements
Galveston Street and Exeter Street
Chandler, Arizona

Dear Mr. Sauer:

Ninyo & Moore is pleased to submit this proposal to provide geotechnical engineering services for the above-mentioned project. This proposal is based on the information that we received from your office and our subsequent conversation. It outlines our scope of services, project assumptions, anticipated schedule, and fee for this phase of work.

SITE/PROJECT DESCRIPTION

The project site is located within the City of Chandler near the Detroit Basin site, also known as Gazelle Meadows Park. The project includes the design and construction of new waterlines, storm drains, a possible storm drain outfall and basin widening/deepening. We assume that the waterlines and storm drains will extend up to 20 feet deep.

SCOPE OF SERVICES

The scope of services we will perform as summarized below:

- Obtain City of Chandler permission to conduct the field work.
- Conduct a site visit to select and mark out the proposed exploration locations.
- Arrange for appropriate traffic control services to be implemented during our field work activities.
- Contact Arizona 811 to evaluate underground utility locations prior to drilling.
- Perform a geotechnical exploration consisting of drilling, logging, and sampling 10 exploratory borings to depths up to 20 feet below ground surface. The borings will be logged by a Ninyo & Moore employee and advanced with a truck-mounted drill rig using hollow-stem augers (HSAs).

- Collect soil samples in the borings for laboratory testing and analysis. Ninyo & Moore personnel will log the borings in general accordance with the Unified Soil Classification System and ASTM D2488 by observing cuttings and split-spoon samples. The soil samples will be transported to a Ninyo & Moore laboratory for testing.
- Backfill the aforementioned borings with drilling spoils and patch the surface with asphalt cold-patch material, as needed.
- Conduct two field percolation tests in order to assist in evaluating the infiltration rate at a specific location. Each test procedure will consist of the insertion of a +/-12-inch diameter impermeable casing into undisturbed soil at the depth of +/-5 feet, followed by pre-wetting. The test will continue after the pre-wetting period by refilling the casing and monitoring the drop in water level as a function of time until steady-state conditions are achieved.
- Perform laboratory testing that will evaluate the on-site soil's index, strength and chemical characteristics.
- Prepare a geotechnical report that will contain the results of the field and laboratory analyses, with presentations of the engineering parameters for design of the improvements, and recommendations for construction. In addition, the report will contain vicinity maps depicting the project limits, plans showing the boring locations, narrative descriptions of the surface and subsurface conditions, laboratory test results and geotechnical recommendations related to excavation characteristics; side slopes, shoring; bedding; backfilling; results of corrosivity analysis; and the re-use of on-site soils for engineered fill.

ASSUMPTIONS

We have made the following assumptions in the preparation of this proposal:

- The site is accessible to normal, truck-mounted drilling equipment and site access will be granted.
- Access permits or permission (besides those mentioned above) will be obtained by others.
- The work can be accomplished using HSAs.
- Some disturbance should be expected as a result of our field work.
- Ninyo & Moore will not need to obtain any permits for environmental clearance as a part of this project.

SCHEDULE

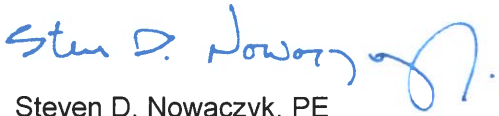
We are prepared to initiate this project immediately and could begin the field work within about three weeks after received right-of-entry permission and the fieldwork should be finished within working two days. We anticipate issuing our report within about six weeks from the date we receive right-of-entry access.

FEE

We propose to perform the work scope described above for a fee of \$14,500 (Fourteen Thousand Five Hundred Dollars). This fee is based on the scope of services presented above and our understanding of the project. We will notify you if any additional services or charges are appropriate 1. To authorize our services, please sign and return the attached Work Authorization and Agreement.

We look forward to working with you.

Respectfully submitted,
NINYO & MOORE



Steven D. Nowaczyk, PE
Managing Principal Engineer

SDN/tlp

Attachment: Work Authorization and Agreement

WORK AUTHORIZATION AND AGREEMENT

Please Sign and Return One Copy to:

NINYO & MOORE
3202 East Harbour Drive
Phoenix, Arizona 85034

PROPOSAL NO. **12PHX02-04053**

1. PROJECT ADDRESS: **Galveston Street and Exeter Street, Chandler, Arizona**
2. PROJECT DESCRIPTION: **Geotechnical Engineering Services**
3. SCOPE OF STUDY: **Please refer to proposal dated September 1, 2021.**
4. FEE: **\$14,500 (Fourteen Thousand Five Hundred Dollars – Lump Sum)**
5. PORTION OF FEE IN ADVANCE OF WORK: **None**
6. CLIENT: **Entellus, Inc.**
3033 North 44th Street, Suite 250
Phoenix, Arizona 85018

CONTACT: **Ryan Andrew Sauer**

PHONE: **(602) 244-2566**

PHONE: **(602) 244-2566**
7. STATEMENT TO BE SENT TO: **Client**

CONDITIONS OF AGREEMENT BETWEEN CLIENT AND NINYO & MOORE

This AGREEMENT is made by and between: NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS, hereinafter referred to as CONSULTANT, and **Entellus, Inc.**, hereinafter referred to as CLIENT. This AGREEMENT between the parties consists of these TERMS, the attached Proposal identified as No. **12PHX02-04053** dated **September 1, 2021**, and any exhibits or attachments noted in the Proposal. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT. CONSULTANT is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by CONSULTANT under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical consulting services.

SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CONSULTANT to perform the work set forth in this agreement. CLIENT will notify any and all possessors of the project site that CLIENT has granted CONSULTANT free access to the site. Client will protect all property, inside and out, including all plants and landscaping. CONSULTANT will take reasonable precautions to reduce the potential for damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage or alteration is not part of this AGREEMENT unless so specified in the Proposal.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. CONSULTANT will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate CONSULTANT for any time spent or expenses incurred by

CONSULTANT in defense of any such claim, with compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

SAMPLE DISPOSAL

CONSULTANT will dispose of remaining soil, rock, and water samples approximately thirty (30) days after submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

MONITORING

If CONSULTANT is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal, then this phrase applies. For the specified assignment, CONSULTANT will report observations and professional opinions to CLIENT or CLIENT's agent. No action of CONSULTANT or CONSULTANT's site representative can be construed as altering any AGREEMENT between the CLIENT and others. CONSULTANT will report to CLIENT or CLIENT's agent any observed geotechnically related work which, in CONSULTANT's professional opinion, does not conform with plans and specifications. The CONSULTANT has no right to reject or stop work of any agent or subcontractor of CLIENT; such rights are reserved solely for CLIENT. Furthermore, CONSULTANT's presence on the site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

If CONSULTANT is not retained by Client for the purpose of monitoring construction work or field activities, CONSULTANT will expressly not be held liable or responsible for such activities or for the geotechnical performance of the completed project. Monitoring of construction work or field activities and the geotechnical performance of the completed project is and will remain the sole and express responsibility of the CLIENT or other party designated by the CLIENT. CLIENT hereby agrees to indemnify and hold harmless CONSULTANT from and against any loss or judgment, suffered by the CONSULTANT as a result of a claim or lawsuit resulting from CLIENT's failure to monitor construction work or field activities for which CONSULTANT has not been retained.

CONSULTANT will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT. It is mutually understood and agreed by CLIENT and CONSULTANT that CONSULTANT has no control or enforcement ability over any persons or parties who are not employees of CONSULTANT. CONSULTANT does not purport to be, nor is CONSULTANT responsible for, any safety precautions nor programs incident thereto for such non-employees of CONSULTANT.

OWNERSHIP AND MAINTENANCE OF DOCUMENTS

Unless otherwise specified in this Agreement or in an Addendum, and provided that CONSULTANT has been fully paid for the Services, CLIENT shall have the right to use the documents, maps, photographs, drawings and specifications resulting from CONSULTANT's efforts on the project, for purposes reasonably contemplated by the parties. CONSULTANT shall have the right, but shall not be obligated, to retain copies of all such materials and shall have the right to use the same for any purpose, unless such use would be expected to cause harm to CLIENT. CLIENT shall specify in advance, in writing, and be charged for all arrangements for special or extended-period maintenance of such materials by CONSULTANT. CONSULTANT retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services.

Reuse of any material described by CLIENT, including publication to third parties, on extension of this project or on any other project without CONSULTANT's written authorization, shall be at CLIENT's risk, and CLIENT agrees to indemnify, defend, and hold harmless CONSULTANT from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized reuse.

BILLING AND PAYMENT

CLIENT will pay CONSULTANT in accordance with the procedures indicated in the Proposal and its attachments. Invoices will be submitted to CLIENT by CONSULTANT, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of three quarters of a percent (.75) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to CONSULTANT per CONSULTANT's current fee schedules. In the event CLIENT fails to pay CONSULTANT within sixty (60) days after invoices are rendered, CLIENT agrees that CONSULTANT will have the right to consider the failure to pay the CONSULTANT's invoice as a breach of this AGREEMENT and CONSULTANT may cease work on the project. At CONSULTANT's option, CONSULTANT may waive said major breach upon payment by CLIENT of all arrearages and outstanding invoices.

TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by either party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CONSULTANT will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

RISK ALLOCATION

Many risks potentially affect CONSULTANT by virtue of entering into this AGREEMENT to perform professional consulting services on behalf of CLIENT. The principal risk is the potential for human error by CONSULTANT. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with CONSULTANT's liability, CLIENT agrees to limit CONSULTANT's liability to CLIENT and to all other parties for claims arising out of CONSULTANT's performance of the services described in this AGREEMENT. The aggregate liability of CONSULTANT will not exceed \$50,000 for negligent professional acts, errors, or omissions, including attorney's fees and costs which may be awarded to the prevailing party, and CLIENT agrees to indemnify and hold harmless CONSULTANT from and against all liabilities in excess of the monetary limit established above.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join CONSULTANT as a third-party nor by an award of attorney's fees and costs to the prevailing party in excess of the aggregate liability agreed upon herein by the parties. Parties means CLIENT and CONSULTANT and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and CONSULTANT agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

INDEMNIFICATION

If any claim is brought against CONSULTANT, its employees, agents and subcontractors and/or CLIENT by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of CONSULTANT and Client, subject to the paragraph titled "Risk Allocation" above, such claim shall be determined as follows:

1. If any negligence, breach of contract, or willful misconduct of CONSULTANT caused any damage, injury, or loss claimed by the third party, then CONSULTANT and CLIENT shall each indemnify the other against any loss or judgement on a comparative negligence basis (CLIENT responsibility to include that of its agents, employees, and other contractors); and
2. Unless CONSULTANT was liable for negligence, breach of contract, or willful misconduct which in whole or in part, caused the damage, injury, or loss asserted in the third party claim, CLIENT shall indemnify CONSULTANT against the claim, liability, loss, legal fees, consulting fees, and other costs of defense reasonably incurred.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed CONSULTANT of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. CONSULTANT and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CONSULTANT and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CLIENT agrees to compensate CONSULTANT for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

CONSULTANT agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CONSULTANT harmless for any and all consequences of disclosures made by CONSULTANT which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CONSULTANT and, to the maximum extent permitted by law, agrees to defend, indemnify, and save CONSULTANT harmless from any claim, liability, and/or defense costs for injury or loss arising from CONSULTANT's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

CLIENT will be responsible for ultimate disposal of any samples secured by CONSULTANT which are found to be contaminated.

DISPUTE RESOLUTION

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:

1. The claim will be brought and tried in judicial jurisdiction of the court of the county where CONSULTANT's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and;
2. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

GOVERNING LAW AND SURVIVAL

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Risk allocation and indemnities will survive termination or failure of this AGREEMENT for any cause.

The parties have read, or had the opportunity to read, the foregoing, including all attachments, addendums, and exhibits hereto, have had an opportunity to discuss the same, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

Printed Name of Client or Authorized Agent

Signature of Client or Authorized Agent

Date

Steven D. Nowaczyk, PE, Managing Principal Engineer

Date

PM: SDN

August 26, 2021

Entellus, Inc.
3033 N. 44th St., Ste. 250
Phoenix, AZ 85018

Re: **Detroit Basin - Gazelle Meadows Park Restoration**

Attn: Ryan Sauer, PE

Dear Ryan,

Wright Engineering appreciates this opportunity to submit a proposal for electrical engineering services on the above referenced project. The following services will be performed in a professional manner to meet City of Chandler & FCDMC requirements:

Electrical Design Scope of Services:

1. Coordinate design with civil engineer and landscape architect as required.
 - a. Project coordination will be performed via email and telephone calls, no in-person meetings are included in this scope.
2. Visit the site to determine existing conditions and electrical configuration. Please note, this task will require extensive onsite discovery of the existing conditions, electrical equipment, and loads being served. Up to (1) one visit.
3. Review existing electrical drawings and load calculations for site.
4. Design the electrical power & lighting restoration to meet local codes and requirements.
5. Prepare 24" X 36" electrical & lighting restoration construction drawings including an overall site plan showing all new equipment to include the following:
 - a. Electrical service entrance section and distribution equipment
 - b. Existing lighting location adjustments as required for renovation
6. Prepare photometric calculations showing all new lighting averages, uniformities and any spill light at adjacent property lines.
7. All lighting on/off control will be designed per client's requirements. All necessary equipment will be shown on the plans.
8. Prepare necessary elevation view and installation details of the equipment listed above.
9. Prepare load calculations and single line diagram as applicable for restoration.
10. Prepare panel schedule and other electrical installation details as required.
11. Prepare a conduit and wire table showing all power conduits and wire for equipment listed above.

12. Prepare system fault current and voltage drop calculations as required.
13. Prepare an engineer's opinion of probable electrical construction costs upon request.
14. Structural calculations for the light foundations are included below as an allowance if required by the reviewing agency.
15. Perform in-house QAQC review and modifications.
16. The above plans will be provided to client at 90% and 100% levels for submittal review and comment. Submittals will be made via email in digital PDF format. Client will print, copy and submit to the City and owner as needed.
17. Municipal review comments will be responded to and addressed.

Responsibilities of Others:

1. Provide Wright Engineering Corp. electronic base files in an AutoCAD format which includes all proposed and existing utilities, all proposed improvements, and any existing conditions that affect this scope.
2. Wright Engineering will submit plans to the civil engineer for submittal to the local government agencies for approval and permits.

Final Deliverables:

1. Upon completion of the design, we will provide final sealed documents bearing the signature of a registered electrical engineer in the State of Arizona.

Engineering Fee:

The above services will be provided as follows:

1. Electrical & Lighting Restoration Design Services: **\$5,175.00** (Lump Sum)

Note: Any engineering or services fees requested to be paid by credit card will be charged an additional 4.25% for processing.

Additional Services:

Any services not specifically included in the Scope of Services section shall be additional services payable at an hourly fee at the following rates:

Principal	\$165/hour	Designer	\$105/hour
Senior Engineer	\$145/hour	Draftsman	\$95/hour
Engineer	\$125/hour	Secretary	\$55/hour

Printing Charges:

Although not anticipated, any printing and delivery requested will be charged as follows:

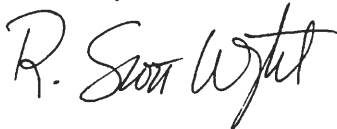
Blacklines	\$ 2.00 each
Mylar Sepia	\$18.00 each
Delivery Cost	cost

Billing:

We will bill you on a monthly basis for these services. Payment terms are Net 30 days. This proposal will be valid for the next 90 days. If you have any questions, please contact us at your earliest convenience.

I look forward to working with you on this project. Please show your acceptance of this proposal by signing below and returning one copy for my records.

Sincerely,



R. Scott Wright, P.E., LC
Wright Engineering Corporation

I have received and read Appendix 'A' and agree to all terms and conditions as outlined in Appendix 'A' and this proposal. By signing, the proposal becomes the agreement and is executed.

Accepted this _____ day of _____ 2021

(Company Name)

(Signature)

(Print or Type Name)

(Title)

The Client agrees that the technical methods, techniques, and pricing information contained in any proposal submitted by Wright Engineering pertaining to this project or in this Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of Wright Engineering.

Client Billing Information:

Contract/AP Contact Name: _____

Address: _____

Business Phone: _____ Mobile Phone: _____

Email: _____

It is our desire to keep communication flowing freely. To contact us for contract information or accounts payable information, please email Cami Penrod at cpenrod@wrightengineering.us or call us at 480-497-5829.

Appendix 'A'

Terms and Conditions

Certifications

Wright Engineering Corp. shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Wright Engineering Corp. cannot ascertain.

Termination of Services

This agreement may be terminated by the Client or Wright Engineering Corp. should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Wright Engineering Corp. for all service rendered to the date of termination and all reimbursable expenses.

Ownership of Documents

All documents produced by Wright Engineering Corp. under this agreement shall remain the property of Wright Engineering Corp. and may not be used by the Client for any other endeavor without the written consent of Wright Engineering Corp.

Billings/Payments

Invoices for Wright Engineering Corporation services shall be submitted, at Wright Engineering Corporation's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Wright Engineering Corporation may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate or suspend the performance of the service. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of one-and-one-half percent (1.5%) (or the maximum rate allowed by law, whichever is less) on the then unpaid balance. In the event any portion, or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection including reasonable attorney's fees.

Unauthorized Changes

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by Wright Engineering Corp. without obtaining Wright Engineering Corporation's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against Wright Engineering Corp. and to release Wright Engineering Corp. from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Wright Engineering Corp. from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to Wright Engineering Corporation's construction documents without the prior written approval of Wright Engineering Corp. and that further requires the Contractor to indemnify both Wright Engineering Corp. and the Client from any liability or cost arising from such changes made without such proper authorization.

Permits and Approvals

It is the responsibility of the Client to obtain all permits and approvals normally required by law for projects similar to the one for which Wright Engineering Corporation's services are being engaged. Wright Engineering Corp. may assist the Client as requested in applying for those permits and approvals for an additional fee. This service is not included in the Basic Services of this Agreement.

Construction Supervision

The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with this Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

Attorneys' Fees

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

Mediation

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation unless parties mutually agree otherwise.

Proprietary Information

The Client agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by Wright Engineering Corp pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of Wright Engineering Corp.

Indemnification

The Consultant and the Subconsultant mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts in the performance of their services under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

Limitation of Liability

Neither the engineer, the engineer's consultants, nor their agents or employees shall be jointly or individually liable to the owner in an amount in excess of our fees.



City of Chandler Proj. No. ST2101.201
Entellus Proj #615.103B
9/3/2021

Detroit Basin / Gazelle Meadows Park
Storm System Improvements

PROJECT HOURS AND FEES

TASK	WORK ITEM DESCRIPTION	Project Principal Bill Linck	Project Manager Ryan Sauer	Project Engineer Brian Wilcox	EIT Aaron Nichols	Sr. Designer Claudia Munoz	CADD Tech Jan Bitoon	GIS Analyst A. Hagglund	Survey Manager RLS D. Francetic	Survey RLS Erick Welch	Survey Crew Vega/Poore	Admin Patti Aguilar	Total Hours	Total Amount	Direct Expenses
		\$ 225.00	\$ 175.00	\$ 150.00	\$ 115.00	\$ 110.00	\$ 85.00	\$ 95.00	\$ 175.00	\$ 120.00	\$ 150.00	\$ 82.00			
5	Project Management	3	48	0	10	0	0	0	0	0	0	12	73	\$ 11,209.00	\$ -
	Project Management (~2hrs/month for 12 months)	2	24									6	32	\$ 5,142.00	
	Manage Subconsultants	1	24		10							6	41	\$ 6,067.00	
7	Project Meetings	26	104	8	46	0	0	0	0	0	0	0	184	\$ 30,540.00	\$ -
7.1	Monthly Progress Meetings (4)	8	16	4	12								40	\$ 6,580.00	
7.2	Project Kick-off Meeting	2	4		2								8	\$ 1,380.00	
7.3	Additional Project Coordination (~5hrs/month)	4	60										64	\$ 11,400.00	
7.4	Comment Resolution Meetings (3)	6	9	4	12								31	\$ 4,905.00	
7.5	Utility Coordination Meetings (5)	6	15		20								41	\$ 6,275.00	
9	Preliminary Research and Data Collection	0	10	4	20	0	0	14	0	0	0	0	48	\$ 5,980.00	\$ -
9.1	Data Collection & Review		6		12			8					26	\$ 3,190.00	
9.2	Site Visit		2	4	8								14	\$ 1,870.00	
9.3	LIDAR Mapping		2					6					8	\$ 920.00	
10	Utility/Agency Coordination	0	16	0	54	8	24	0	0	0	0	0	102	\$ 11,930.00	\$ -
10.2	Obtain Utility Information				2		8						10	\$ 910.00	
10.11	Field Verify Utility Locations		8		8	8							24	\$ 3,200.00	
10.14	Utility Coordination												0	\$ -	
	Utility Coordination 30%		2		16		4						22	\$ 2,530.00	
	Utility Coordination 60%		2		12		4						18	\$ 2,070.00	
	Utility Coordination 90%		2		8		4						14	\$ 1,610.00	
	Utility Coordination 100%		1		6		4						11	\$ 1,205.00	
	Utility Coordination FINAL		1		2								3	\$ 405.00	
11	Geotechnical Survey	0	2	0	8	0	0	0	0	0	0	0	10	\$ 1,270.00	\$ -
	Coordination		2		4								6	\$ 810.00	
	Geotechnical / Soils Review				4								4	\$ 460.00	
12	Right of Way Coordination	0	1	2	0	4	8	0	1	3	0	0	19	\$ 2,130.00	\$ -
12.1	Right-Of-Way-Strip Map		1	2		4	8		1	3			19	\$ 2,130.00	
13	Topographic Survey	0	0	0	0	0	0	0	24	80	156	0	260	\$ 37,200.00	\$ -
13.1	Control Survey								16	40	24		80	\$ 11,200.00	
13.4	Topographic Survey								4	28	92		124	\$ 17,860.00	
13.6	Invert Survey								2	8	24		34	\$ 4,910.00	
13.7	Finished Floor Survey								2	4	16		22	\$ 3,230.00	
14	Pre-Design Drainage Analysis	0	74	0	180	12	0	52	0	0	0	0	318	\$ 39,910.00	\$ -
14.3	Model Boundary and Grid Development		2		6			2					10	\$ 1,230.00	
	Grid Elevations and Elevation Adjustments		8		10			4					22	\$ 2,930.00	
	Rainfall Frequency, Duration and Distribution		2		12								14	\$ 1,730.00	
	Surface Feature Characterization		6		12			8					26	\$ 3,190.00	
	Infiltration and Calibration		6		16								22	\$ 2,890.00	
	Ex. Storm Drain Data & Implementation		12		32			12					56	\$ 6,920.00	
	Model QA/QC		10		24								34	\$ 4,510.00	
	Model Drainage Alternatives		12		32	12		6					62	\$ 7,670.00	
14.7	Drainage Study Report		16		36			20					72	\$ 8,840.00	
15	Plans, Report, Specifications, Estimate	18	196	63	458	189	726	0	1	4	0	8	1663	\$ 18,428.00	\$ -
15.5	Landscape & Irrigation Sheets		2		2	4							8	\$ 1,020.00	
15.6	Lighting & Electrical Restoration Sheets		2		2	4							8	\$ 1,020.00	
15.8	30% Plans												0	\$ -	
	Base Map Preparation					16	60						76	\$ 6,860.00	
	Cover & Notes Sheets (4 sheets)		1		2		8						11	\$ 1,085.00	
	Detail Sheets (4 sheets)		2		8	2	12						24	\$ 2,510.00	
	Survey Control Sheet (1 sheet)		1		2	4			1	2			10	\$ 1,150.00	
	Storm Drain Sheets (13 sheets)	2	18	7	70	40	130						267	\$ 28,150.00	
	Basin Grading Sheets (5 sheets)	1	8	3	30	12	48						102	\$ 10,925.00	
	Basin Demo Sheets (5 sheets)	1	4	2	16	2	28						53	\$ 5,665.00	



City of Chandler Proj. No. ST2101.201
Entellus Proj #615.103B
9/3/2021

Detroit Basin / Gazelle Meadows Park
Storm System Improvements

PROJECT HOURS AND FEES

TASK	WORK ITEM DESCRIPTION	Project Principal Bill Linck	Project Manager Ryan Sauer	Project Engineer Brian Wilcox	EIT Aaron Nichols	Sr. Designer Claudia Munoz	CADD Tech Jan Bitoon	GIS Analyst A. Hagglund	Survey Manager RLS D. Francetic	Survey RLS Erick Welch	Survey Crew Vega/Poore	Admin Patti Aguilar	Total Hours	Total Amount	Direct Expenses
		\$ 225.00	\$ 175.00	\$ 150.00	\$ 115.00	\$ 110.00	\$ 85.00	\$ 95.00	\$ 175.00	\$ 120.00	\$ 150.00	\$ 82.00			
	Basin Hardscape Sheets (5 sheets)	1	8	3	24	8	40						84	\$ 9,115.00	
15.9	60% Plans	4	46	12	100	40	180			1			383	\$ 42,373.00	
15.10	95% Plans	3	36	8	80	40	140			1			308	\$ 33,795.00	
15.11	100% Plans	1	20	4	24	8	40						97	\$ 11,365.00	
15.12	Final Plans	1	10	4	16	6	16						53	\$ 6,435.00	
	Technical Specifications (4 submittals)	2	28	16	60							8	114	\$ 15,306.00	
	Opinion of Probable Cost (5 submittals)	2	10	4	24	5	20						65	\$ 7,810.00	
17	CLOMR Report	0	43	0	70	0	0	46	0	0	0	0	159	\$ 19,945.00	\$ 6,500.00
17.1	CLOMR Report		12		24			12					48	\$ 6,000.00	
17.3	Floodplain Re-delineation		4		16			24					44	\$ 4,820.00	
17.4	ESA		1		4			2					7	\$ 825.00	
17.5	Address City & FCDMC Comments		10		20			2					32	\$ 4,240.00	
17.6	Submit to FEMA		4										4	\$ 700.00	\$ 6,500.00
17.7	Address FEMA Comments		12		6			6					24	\$ 3,360.00	
18	Sub-Consultants	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 46,071.00
	Wright Engineers												0	\$ -	\$ 5,175.00
	EPG												0	\$ -	\$ 40,896.00
TOTAL STAFF HOURS BASIC DESIGN SERVICES		47	494	77	846	213	758	112	26	87	156	20	2836	\$ 344,395.00	\$ 52,571.00
DIRECT LABOR COST		\$ 10,575.00	\$ 86,450.00	\$ 11,550.00	\$ 97,290.00	\$ 23,430.00	\$ 64,430.00	\$ 10,640.00	\$ 4,550.00	\$ 10,440.00	\$ 23,400.00	\$ 1,640.00		\$ 344,395.00	\$ 52,571.00
TOTAL DIRECT EXPENSES														\$ 396,966.00	\$ 52,571.00
TOTAL BASE PROJECT COST															
19	Detroit Basin Outfall Design	4	30	16	66	30	94	0	0	0	0	0	240	\$ 27,430.00	\$ -
19.1	Detroit Basin Outfall Plan & Profile (5 sheets)	4	30	16	66	30	94						240	\$ 27,430.00	
20	Geotechnical Investigation	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 14,500.00
	Ninyo & Moore												0	\$ -	\$ 14,500.00
21	Public Outreach	6	14	32	0	0	0	64	0	0	0	0	116	\$ 14,680.00	\$ 3,000.00
21.1	Public Meetings	6	12	24				32					74	\$ 10,090.00	
21.2	Exhibit Preparation		2	8				32					42	\$ 4,590.00	
	EPG (Renderings)												0	\$ -	\$ 3,000.00
22	Potholing	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 20,000.00
22.1	Potholing (assumed 20 @ \$1k per)												0	\$ -	\$ 20,000.00
23	Legal Descriptions	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 4,250.00
23.1	Legal Descriptions (Assumed 5 legal)												0	\$ -	\$ 4,250.00
24	UPRR Coordination	8	24	40	0	0	0	0	0	0	0	0	72	\$ 12,000.00	\$ -
24.1	UPRR Coordination	8	24	40									72	\$ 12,000.00	
25	Reimbursable Expenses	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 5,000.00
	Reimbursables												0	\$ -	\$ 5,000.00
TOTAL STAFF HOURS OPTIONAL DESIGN SERVICES		18	68	88	66	30	94	64	0	0	0	0	428	\$ 54,110.00	\$ 46,750.00
DIRECT LABOR COST		\$ 4,050.00	\$ 11,900.00	\$ 13,200.00	\$ 7,590.00	\$ 3,300.00	\$ 7,990.00	\$ 6,080.00	\$ -	\$ -	\$ -	\$ -		\$ 54,110.00	\$ 46,750.00
TOTAL DIRECT EXPENSES															
TOTAL ALLOWANCE PROJECT COST		\$ 4,050.00	\$ 11,900.00	\$ 13,200.00	\$ 7,590.00	\$ 3,300.00	\$ 7,990.00	\$ 6,080.00	\$ -	\$ -	\$ -	\$ -		\$ 100,860.00	
TOTAL PROJECT COST		\$ 14,625.00	\$ 98,350.00	\$ 24,750.00	\$ 104,880.00	\$ 26,730.00	\$ 72,420.00	\$ 16,720.00	\$ 4,550.00	\$ 10,440.00	\$ 23,400.00	\$ 1,640.00		\$ 497,826.00	\$ 99,321.00

EXHIBIT "B"
COMPENSATION AND FEES



City of Chandler Prj. No. ST2101.01
Entellus Prj #615.103B
9/3/2021

Detroit Basin / Gazelle Meadows Park
Storm System Improvements

PROJECT HOURS AND FEES

TASK	WORK ITEM DESCRIPTION	Project Principal Bill Linck	Project Manager Ryan Sauer	Project Engineer Brian Wilcox	EIT Aaron Nichols	Sr Designer Claudia Munoz	CADD Tech Jan Bitoon	GIS Analyst A. Hagglund	Survey Manager RLS D. Francetic	Survey RLS Erick Welch	Survey Crew Vega/Poore	Admin Patti Aguilar	Total Hours	Total Amount	Direct Expenses
		\$ 225.00	\$ 175.00	\$ 150.00	\$ 115.00	\$ 110.00	\$ 85.00	\$ 95.00	\$ 175.00	\$ 120.00	\$ 150.00	\$ 82.00			
5	Project Management	3	48	0	10	0	0	0	0	0	0	12	73	\$ 11,209.00	\$ -
	Project Management (-2hrs/month for 12 months)	2	24									6	32	\$ 5,142.00	
	Manage Subconsultants	1	24		10							6	41	\$ 6,067.00	
7	Project Meetings	26	104	8	46	0	0	0	0	0	0	0	184	\$ 30,540.00	\$ -
	7.1 Monthly Progress Meetings (4)	8	16	4	12								40	\$ 6,580.00	
	7.2 Project Kick-off Meeting	2	4		2								8	\$ 1,380.00	
	7.3 Additional Project Coordination (-5hrs/month)	4	60										64	\$ 11,400.00	
	7.4 Comment Resolution Meetings (3)	6	9	4	12								31	\$ 4,905.00	
	7.5 Utility Coordination Meetings (5)	6	15		20								41	\$ 6,275.00	
9	Preliminary Research and Data Collection	0	10	4	20	0	0	14	0	0	0	0	48	\$ 5,980.00	\$ -
	9.1 Data Collection & Review		6		12			8					26	\$ 3,190.00	
	9.2 Site Visit		2	4	8								14	\$ 1,870.00	
	9.3 LIDAR Mapping		2					6					8	\$ 920.00	
10	Utility/Agency Coordination	0	16	0	54	8	24	0	0	0	0	0	102	\$ 11,930.00	\$ -
	10.2 Obtain Utility Information				2		8						10	\$ 910.00	
	10.11 Field Verify Utility Locations		8		8	8							24	\$ 3,200.00	
	10.14 Utility Coordination												0	\$ -	
	Utility Coordination 30%		2		16		4						22	\$ 2,530.00	
	Utility Coordination 60%		2		12		4						18	\$ 2,070.00	
	Utility Coordination 90%		2		8		4						14	\$ 1,610.00	
	Utility Coordination 100%		1		6		4						11	\$ 1,205.00	
	Utility Coordination FINAL		1		2								3	\$ 405.00	
11	Geotechnical Survey	0	2	0	8	0	0	0	0	0	0	0	10	\$ 1,270.00	\$ -
	Coordination		2		4								6	\$ 810.00	
	Geotechnical / Soils Review				4								4	\$ 460.00	
12	Right of Way Coordination	0	1	2	0	4	8	0	1	3	0	0	19	\$ 2,130.00	\$ -
	12.1 Right-Of-Way-Strip Map		1	2		4	8		1	3			19	\$ 2,130.00	
13	Topographic Survey	0	0	0	0	0	0	0	24	80	156	0	260	\$ 37,200.00	\$ -
	13.1 Control Survey								16	40	24		80	\$ 11,200.00	
	13.4 Topographic Survey								4	28	92		124	\$ 17,860.00	
	13.6 Invert Survey								2	8	24		34	\$ 4,910.00	
	13.7 Finished Floor Survey								2	4	16		22	\$ 3,230.00	
14	Pre-Design Drainage Analysis	0	74	0	180	12	0	52	0	0	0	0	318	\$ 39,910.00	\$ -
	14.3 Model Boundary and Grid Development		2		6			2					10	\$ 1,230.00	
	Grid Elevations and Elevation Adjustments		8		10			4					22	\$ 2,930.00	
	Rainfall Frequency, Duration and Distribution		2		12								14	\$ 1,730.00	
	Surface Feature Characterization		6		12			8					26	\$ 3,190.00	
	Infiltration and Calibration		6		16								22	\$ 2,890.00	
	Ex. Storm Drain Data & Implementation		12		32			12					56	\$ 6,920.00	
	Model QA/QC		10		24			6					34	\$ 4,510.00	
	Model Drainage Alternatives		12		32	12		6					62	\$ 7,670.00	
	14.7 Drainage Study Report		16		36			20					72	\$ 8,940.00	
15	Plans, Report, Specifications, Estimate	18	198	63	458	189	726	0	1	4	0	8	1663	\$ 184,281.00	\$ -
	15.5 Landscape & Irrigation Sheets		2		2	4							8	\$ 1,020.00	
	15.6 Lighting & Electrical Restoration Sheets		2		2	4							8	\$ 1,020.00	
	15.8 30% Plans												0	\$ -	
	Base Map Preparation					16	60						76	\$ 8,840.00	
	Cover & Notes Sheets (4 sheets)		1		2		8						11	\$ 1,085.00	
	Detail Sheets (4 sheets)		2		8		2	12					24	\$ 2,510.00	
	Survey Control Sheet (1 sheet)		1		2		4		1	2			10	\$ 1,150.00	
	Storm Drain Sheets (13 sheets)	2	18	7	70	40	130						267	\$ 28,150.00	
	Basin Grading Sheets (5 sheets)	1	8	3	30	12	48						102	\$ 10,925.00	
	Basin Demo Sheets (5 sheets)	1	4	2	16	2	28						53	\$ 5,665.00	



3033 N. 44th Street, Suite 250, Phoenix, AZ 85018
(602) 244-2566 www.entellus.com

City of Chandler Prj. No. ST2101.201
Entellus Prj #615.103B
9/3/2021

Detroit Basin / Gazelle Meadows Park
Storm System Improvements

PROJECT HOURS AND FEES

TASK	WORK ITEM DESCRIPTION	Project Principal Bill Linck	Project Manager Ryan Sauer	Project Engineer Brian Wilcox	EIT Aaron Nichols	Sr. Designer Claudia Munoz	CADD Tech Jan Bitoon	GIS Analyst A. Hagglund	Survey Manager RLS D. Francotic	Survey RLS Erick Welch	Survey Crew Vega/Poore	Admin Patti Aguilar	Total Hours	Total Amount	Direct Expenses
		\$ 225.00	\$ 175.00	\$ 150.00	\$ 115.00	\$ 110.00	\$ 85.00	\$ 95.00	\$ 175.00	\$ 120.00	\$ 150.00	\$ 82.00			
	Basin Hardscape Sheets (5 sheets)	1	8	3	24	8	40						84	\$ 9,115.00	
	15.9 60% Plans	4	46	12	100	40	180			1			383	\$ 42,070.00	
	15.10 95% Plans	3	36	8	80	40	140			1			308	\$ 33,795.00	
	15.11 100% Plans	1	20	4	24	8	40						97	\$ 11,365.00	
	15.12 Final Plans	1	10	4	16	6	16						53	\$ 6,435.00	
	Technical Specifications (4 submittals)	2	28	16	60							8	114	\$ 15,306.00	
	Opinion of Probable Cost (5 submittals)	2	10	4	24	5	20						65	\$ 7,810.00	
17	CLOMR Report	0	43	0	70	0	0	46	0	0	0	0	159	\$ 19,945.00	\$ 6,500.00
	17.1 CLOMR Report		12		24			12					48	\$ 6,000.00	
	17.3 Floodplain Re-delineation		4		16			24					44	\$ 4,820.00	
	17.4 ESA		1		4			2					7	\$ 825.00	
	17.5 Address City & FCDMC Comments		10		20			2					32	\$ 4,240.00	
	17.6 Submit to FEMA		4										4	\$ 700.00	\$ 6,500.00
	17.7 Address FEMA Comments		12		6			6					24	\$ 3,360.00	
18	Sub-Consultants	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 46,071.00
	Wright Engineers												0	\$ -	\$ 5,175.00
	EPG												0	\$ -	\$ 40,896.00
TOTAL STAFF HOURS BASIC DESIGN SERVICES		47	494	77	816	213	758	112	26	87	156	20	2836	\$344,395.00	\$ 52,571.00
DIRECT LABOR COST		\$ 10,575.00	\$ 86,450.00	\$ 11,550.00	\$ 97,290.00	\$ 23,430.00	\$ 64,430.00	\$ 10,640.00	\$ 4,550.00	\$ 10,440.00	\$ 23,400.00	\$ 1,640.00			\$ 52,571.00
TOTAL DIRECT EXPENSES															\$ 52,571.00
TOTAL BASE PROJECT COST														\$396,966.00	\$ 52,571.00
19	Detroit Basin Outfall Design	4	30	16	66	30	94	0	0	0	0	0	240	\$ 27,430.00	\$ -
	19.1 Detroit Basin Outfall Plan & Profile (5 sheets)	4	30	16	66	30	94						240	\$ 27,430.00	
20	Geotechnical Investigation	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 14,500.00
	Ninyo & Moore												0	\$ -	\$ 14,500.00
21	Public Outreach	6	14	32	0	0	0	64	0	0	0	0	116	\$ 14,680.00	\$ 3,000.00
	21.1 Public Meetings	6	12	24				32					74	\$ 10,090.00	
	21.2 Exhibit Preparation		2	8				32					42	\$ 4,590.00	
	EPG (Renderings)												0	\$ -	\$ 3,000.00
22	Potholing	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 20,000.00
	22.1 Potholing (assumed 20 @ \$1k per)												0	\$ -	\$ 20,000.00
23	Legal Descriptions	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 4,250.00
	23.1 Legal Descriptions (Assumed 5 legal)												0	\$ -	\$ 4,250.00
24	UPRR Coordination	8	24	40	0	0	0	0	0	0	0	0	72	\$ 12,000.00	\$ -
	24.1 UPRR Coordination	8	24	40									72	\$ 12,000.00	
25	Reimbursable Expenses	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 5,000.00
	Reimbursables												0	\$ -	\$ 5,000.00
TOTAL STAFF HOURS OPTIONAL DESIGN SERVICES		18	68	88	66	30	94	64	0	0	0	0	428	\$54,110.00	\$ 46,750.00
DIRECT LABOR COST		\$ 4,050.00	\$ 11,900.00	\$ 13,200.00	\$ 7,590.00	\$ 3,300.00	\$ 7,990.00	\$ 6,080.00	\$ -	\$ -	\$ -	\$ -		\$54,110.00	\$ 46,750.00
TOTAL DIRECT EXPENSES															\$ 46,750.00
TOTAL ALLOWANCE PROJECT COST		\$ 4,050.00	\$ 11,900.00	\$ 13,200.00	\$ 7,590.00	\$ 3,300.00	\$ 7,990.00	\$ 6,080.00	\$ -	\$ -	\$ -	\$ -		\$ 100,860.00	
TOTAL PROJECT COST		\$ 14,625.00	\$ 98,350.00	\$ 24,750.00	\$ 104,880.00	\$ 26,730.00	\$ 72,420.00	\$ 16,720.00	\$ 4,550.00	\$ 10,440.00	\$ 23,400.00	\$ 1,640.00		\$ 497,826.00	\$ 99,321.00

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

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

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

- 2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability

insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

- 2.2 *Commercial General Liability-Occurrence Form.* Consultant must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- 2.3 *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* Consultant must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Consultant owned, hired, and non-owned vehicles assigned to or used in the performance of Consultant's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- 2.4 *Workers Compensation and Employers Liability Insurance:* Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

3. Additional Policy Provisions Required.

- 3.1 *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by City. If not approved, City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to City, its officers, officials, agents, employees, and volunteers.
 - 3.1.1. Consultant's insurance must contain broad form contractual liability coverage.
 - 3.1.2. Consultant's insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by Consultant and must not contribute to it.
 - 3.1.3. Consultant's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- 3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City. (Does not apply to Professional Liability coverage.)
- 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

N/A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (480) 368-1800 Fax: (480) 368-1702

SOUTHWEST PROFESSIONAL INSURANCE CONSULTANTS
7689 E. PARADISE LANE, SUITE 5
SCOTTSDALE AZ 85260

CONTACT NAME **Southwest Professional Insurance Consultants**

PHONE (A/C, No, Ext): (480) 368-1800

FAX (A/C, No): (480) 368-1702

E-MAIL

ADDRESS

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : RLI Insurance Company

13056

INSURER B : RLI Insurance Company

13056

INSURER C : RLI Insurance Company

13056

INSURER D : RLI Insurance Company

13056

INSURER E : RLI Insurance Company

13056

INSURER F :

INSURED

ENTELLUS INC.
3033 N. 44th Street
Phoenix, AZ 85018

COVERAGES

CERTIFICATE NUMBER: 14606

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	PSB0001271	11/01/21	11/01/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED. EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X	X	PSA0001072	11/01/21	11/01/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$
C	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	X	X	PSE0001219	11/01/21	11/01/22	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y/N N/A	X	PSW0001258	11/01/21	11/01/22	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE-EA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000
E	Professional Liability			RDP0045135	11/01/21	11/01/22	Per Claim \$2,000,000 Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE SUPPLEMENTAL CERTIFICATE INFORMATION**CERTIFICATE HOLDER**

City of Chandler
215 E Buffalo Street
Chandler, AZ 85225
paula.brown@chandleraz.gov

Attention: Paula Brown

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


Dan Hardesty

SUPPLEMENT TO CERTIFICATE OF LIABILITY INS # 14606

DATE
NOV 10 2021

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES

Professional Liability - Claims Made - Retroactive Date 12/06/1985

City of Chandler, its officers, officials, agents, and employees are added as additional insured on a primary and non-contributory basis as required by written contract as respects to general liability only for ongoing work per form PPB 304 02 12. Waiver of Subrogation applies as respects general liability as required by written contract per form PPB 304 02 12. Blanket Waiver of Subrogation applies to Workers Compensation per form WC 00 03 13. City of Chandler, its officers, officials, agents, and employees are added as additional insured as required by written contract as respects auto liability only for ongoing work per form PPA 300 03 13.

Project Name/Number (or any and all jobs): Detroit Basin/Gazelle Meadows Park Storm Ssystem Improvements. Project No. WA2101.201

Certificate # 14606



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (480) 368-1800 Fax: (480) 368-1702

SOUTHWEST PROFESSIONAL INSURANCE CONSULTANTS
7689 E. PARADISE LANE, SUITE 5
SCOTTSDALE AZ 85260

CONTACT NAME: Southwest Professional Insurance Consultants

PHONE (A/C, No, Ext): (480) 368-1800

FAX (A/C, No): (480) 368-1702

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : RLI Insurance Company

13056

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13056

INSURER E : RLI Insurance Company

13056

INSURER F :

INSURED
ENTELLUS INC.
3033 N. 44th Street
Phoenix, AZ 85018

COVERAGES

CERTIFICATE NUMBER: 14631

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	☒	☒	PSB0001271	11/01/21	11/01/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED. EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	☒	☒	PSA0001072	11/01/21	11/01/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$ \$
C	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ OCCUR ☐ CLAIMS-MADE	☒	☒	PSE0001219	11/01/21	11/01/22	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		☒	PSW0001258	11/01/21	11/01/22	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE-EA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000
E	Professional Liability			RDP0045135	11/01/21	11/01/22	Per Claim \$2,000,000 Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE SUPPLEMENTAL CERTIFICATE INFORMATION

CERTIFICATE HOLDER

City of Chandler
215 E Buffalo Street
Chandler, AZ 85225
paula.brown@chandleraz.gov

Attention: Paula Brown

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dan Hardesty
Dan Hardesty

SUPPLEMENT TO CERTIFICATE OF LIABILITY INS # 14631

DATE
NOV 15 2021

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES

Professional Liability - Claims Made - Retroactive Date 12/06/1985

City of Chandler, its officers, officials, agents, and employees are added as additional insured on a primary and non-contributory basis as required by written contract as respects to general liability only for ongoing work per form PPB 304 02 12. Waiver of Subrogation applies as respects general liability as required by written contract per form PPB 304 02 12. Blanket Waiver of Subrogation applies to Workers Compensation per form WC 00 03 13. City of Chandler, its officers, officials, agents, and employees are added as additional insured as required by written contract as respects auto liability only for ongoing work per form PPA 300 03 13.

Project Name/Number (or any and all jobs): Detroit Basin/Gazelle Meadows Park Storm System Improvements. Project No. ST2101.201

Entellus Endorsement Packet

1.) **Commercial Package Policy #PSB0001271**

☐ PPB 304 02 12- Blanket Additional Insured Endorsement
(covering any/all additional insured named on the COI)
Primary and Non-Contributory language included.

☐ PPB 101 07 16- Separation of Insured language page 42 of
Policy

2.) **Workers Compensation Policy #PSW0001258**

☐ WC 00 03 13- Waiver Right to Recover
(also called waiver of subrogation)

3.) **Excess Liability Policy #PSE0001219**

☐ PPU 304 06 10- Excess Liability Enhancement containing
Additional Insured language and Waiver of Subrogation.

4.) **Commercial Auto Policy #PSA0001072**

☐ PPA 300 03 13- Business Auto Enhancement
Containing Blanket Additional Insured and Waiver of
Subrogation language.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

b. All:

- (1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- (2) Plus medical expenses;
- (3) Plus all "personal and advertising injury" caused by offenses committed;

is twice the Liability and Medical Expenses limit.

Subject to Paragraph a. or b. above, whichever applies, the Damage To Premises Rented To You Limit is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of fire, while rented to you or temporarily occupied by you with permission of the owner.

The Limits of Insurance of **SECTION II – LIABILITY** apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. Liability And Medical Expenses General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance of **SECTION II – LIABILITY**, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR DESIGN PROFESSIONALS EXCESS LIABILITY ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. General Aggregate Limit – Per Project Or Per Location
- B. Additional Insured – Primary/Non-contributory
- C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

A. General Aggregate Limit – Per Project Or Per Location

Paragraph 2.a. of C. Limits of Liability of SECTION I – INSURING AGREEMENT is deleted and replaced by the following:

- a. The limit of liability stated in the Declarations as general aggregate is the most we will pay during each policy period for all ultimate net loss, except ultimate net loss because of:

- (1) injury and damage included in the products-completed operations hazard or;
- (2) any coverage included in **underlying insurance** to which no underlying aggregate applies.

The general aggregate applies separately to each of your "projects" away from premises owned by or occupied by you or to each of your locations owned by or occupied by you.

"Projects" mean an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" at the same "location" shall be considered a single "project".

For the purposes of this provision, "location" means

- (1) premises involving the same or connecting lots;
- (2) premises where connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; or

- (3) premises where operations are performed in sections, stages or phases as a continuation of the same contract or agreement, even if the premises do not involve connecting lots.

B. Additional Insured – Primary/Non-contributory

Paragraph K. Other Insurance of SECTION IV – CONDITIONS is deleted and replaced by the following:

K. Other Insurance

If other insurance, whether collectible or not, is available to the insured covering a loss also covered by this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance. However, if the **underlying insurance** provides coverage to an additional insured on a primary basis, or a primary and non-contributory basis, this insurance shall be available to such additional insured on an excess basis over the underlying insurance. We will not share with other insurance which covers such additional insured as a named insured.

C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Paragraph L. Subrogation of SECTION IV – CONDITIONS is deleted and replaced by the following:

L. Subrogation

In the event of any payment under this policy, the insured must notify us of any of the insured's rights of recovery against any person or organization. We shall be subrogated to all such rights. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights. However we waive any rights of recovery we may have against any person or organization if the **underlying insurance** also waives such rights.

Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. With respect to proceedings conducted solely by us, if there is no recovery, we will bear the expense thereof. If there is a recovery, we shall be reimbursed in full from such recovery for the amount of all expenses incurred by us before apportionment of such recovery as herein provided.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

(This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured
Entellus, Inc.
Insurance Company
RLI Insurance Company

Policy No.
PSW0001258

Endorsement No.
Premium 10430

Countersigned by _____

Policy Number: PSA0001072
Named Insured: Entellus, Inc.

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured**
- B. Employees As Insureds**
- C. Blanket Additional Insured**
- D. Blanket Waiver Of Subrogation**
- E. Employee Hired Autos**
- F. Fellow Employee Coverage**
- G. Auto Loan Lease Gap Coverage**
- H. Glass Repair – Waiver Of Deductible**
- I. Personal Effects Coverage**
- J. Hired Auto Physical Damage Coverage**
- K. Hired Auto Physical Damage – Loss Of Use**
- L. Hired Car – Worldwide Coverage**
- M. Temporary Transportation Expenses**
- N. Amended Bodily Injury Definition – Mental Anguish**
- O. Airbag Coverage**
- P. Amended Insured Contract Definition – Railroad Easement**
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound**
- R. Notice Of And Knowledge Of Occurrence**
- S. Unintentional Errors Or Omissions**
- T. Towing Coverage**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS**, A. **Loss Conditions**, 5. **Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph 5.b. of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, **Exclusion B.5.** does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. **Limit Of Insurance**, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";

- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

H. Glass Repair – Waiver Of Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

I. Personal Effects Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

c. Personal Effects Coverage

In the event of a total theft loss of your covered "auto" we will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto";

No deductible applies to Personal Effects Coverage.

J. Hired Auto Physical Damage Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

d. Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:
 - (a) \$60,000
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.

(5) This Coverage Extension will not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

K. Hired Auto Physical Damage – Loss Of Use

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

e. We will pay sums which you legally must pay to the lessor of a covered "auto" which you have leased without a driver for thirty (30) days or less for the lessor's loss of use of the covered "auto", provided:

- (1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered "auto";
- (2) The loss of use results from the covered "auto" being damaged in an "accident" while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this covered extension.

L. Hired Car – Worldwide Coverage

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:**

f. Hired Car – Worldwide Coverage

- (1) We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered "auto" of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.
- (2) With respect to any claim made or "suit" instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

- (a) You shall undertake the investigation, settlement and defense of such claims and "suits" and keep us advised of all proceedings and actions.
- (b) You will not make any settlement without our consent.
- (c) We will reimburse you:
 - (i) For the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this insurance applies, and
 - (ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or "suits". Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.
- (3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph 2.c. above, and all expenses incurred by you arising out of any single "accident" or "loss".
- (4) You must maintain the greater of the following primary auto liability insurance limits:
 - (a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or
 - (b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the "accident" occurs; or
 - (c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person/\$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.
- (5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

M. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, subparagraph a. **Transportation Expenses** is deleted and replaced by the following:

a. Transportation Expenses

- (1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered "auto".
- (2) We will pay only for those covered "autos" for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.
- (3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered "loss" and ends at the time when the covered "auto" can be reasonably repaired or replaced.
- (4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

N. Amended Bodily Injury Definition – Mental Anguish

The following is added to **SECTION V – DEFINITIONS, Definition C.:**

"Bodily injury" also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

O. Airbag Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.:**

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

P. Amended Insured Contract Definition – Railroad Easement

SECTION V – DEFINITIONS paragraph H. "Insured contact" is modified as follows:

- 1. Paragraph H.3. is replaced by the following:
 - 3. Any easement or license agreement.
- 2. Paragraph H.6.a. is deleted.

Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions, exception paragraph a. to exclusion 4.c. and 4.d. is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

R. Notice Of And Knowledge Of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss, subparagraph a. is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;

- (2) A partner if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

S. Unintentional Errors Or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment Misrepresentation Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

T. Towing Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is deleted and replaced by the following:

- 2. We will pay up to \$750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:
 - a. All labor must be performed at the place of disablement; and
 - b. If the covered auto is a private passenger type no deductible applies; and
 - c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.