



PROFESSIONAL SERVICES AGREEMENT
Design Services
CHANDLER BOULEVARD - DOBSON ROAD TO CHIPPEWA PLACE WATER
IMPROVEMENTS

Project No. WW2005.203

Council Date: February 10, 2022 Item No.

THIS AGREEMENT ("Agreement") is made and entered into on the ____ day of _____, 2022 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Dibble & Associates Consulting Engineers, Inc. dba Dibble Engineering**, 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 **CHANDLER BOULEVARD - DOBSON ROAD TO CHIPPEWA PLACE WATER 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 **400** 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 **\$349,502** 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
To Consultant:	Dibble and Associates Consulting Engineers, Inc. dba Dibble Engineering Mailing Address: 7878 N 16 th St Ste 300 Phoenix AZ 85020 Physical Address: Statutory Agent Name: Gregory Haggerty Statutory Agent Mailing Address: 7878 N 16 th St Ste 300 Phoenix AZ 85020 Statutory Agent Physical Address: CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE Name: Ezra Page Title: Vice President Phone: 602-957-1155 Email: ezra.page@dibblecorp.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 Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other contract with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its

subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E - Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

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

regulations.

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

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

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

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

SIGNATURE PAGE TO FOLLOW

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

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

"CITY"

CITY OF CHANDLER

MAYOR

Recommended By:

Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

JMB

City Clerk

Seal

"CONSULTANT"

Dibble & Associates Consulting Engineers, Inc. dba Dibble Engineering

Ezra M. Page 01/11/2022

Signature Date

Ezra M Page

Print Name

Vice President

Title

ezra.page@dibblecorp.com

Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

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SCOPE OF SERVICES/SCHEDULE
WW2005.203
CHANDLER BOULEVARD – DOBSON ROAD TO CHIPPEWA PLACE
WATER IMPROVEMENTS

December 20, 2021

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

Dibble (CONSULTANT) will perform engineering services for City of Chandler (CITY) project number WW2005.203. The scope of these services consists of 12-inch water main improvements including the removal or abandonment, realignment, and replacement of aging water main pipe within Chandler Boulevard from Dobson Road to Chippewa Place, including the intersection of Dobson Road and Chandler Boulevard. The project will consist of the replacement of approximately 8,500 linear feet of existing asbestos cement pipe (ACP) and cast iron (CI) water main including isolation valves, fire hydrants, water meters and service lines.

The objective of the project is to replace the aging pipe and reconfigure the water main in the intersection to improve pipeline longevity and conditions for future maintenance.

- 1.1 CONSULTANT will provide services for the design, permitting, and development of construction documents for the removal or abandonment, realignment, and replacement of aging water main pipe within Chandler Boulevard from Dobson Road to Chippewa Place, including the intersection of Dobson Road and Chandler Boulevard located in Chandler, Arizona, all as more specifically described herein below.
- 1.2 The project design budget is \$349,502.00. All design of the project will be completed within this budget.
- 1.3 CONSULTANT will provide all design services for the Project including, but not limited to, civil engineering services.

2. ASSIGNMENT:

- 2.1 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.

3. GENERAL PROJECT ADMINISTRATION:

- 3.1 **Coordination:** CONSULTANT will perform coordination with the Project Team during the watermain design to ensure their progress remains on task and budget. Progress reports will be delivered electronically to the CITY's Project Manager monthly throughout the work.
- 3.2 **Kickoff/Progress Meetings:** CONSULTANT will attend and facilitate a design kickoff meeting and up to four (4) progress/coordination meetings with the CITY to discuss design issues, schedule updates, and project progress. Meetings will be virtual and held at a time and day of the week as agreed to by the City Project Manager and the CONSULTANT. CONSULTANT will prepare and distribute meeting agenda and distribute meeting notes to all attendees.
- 3.3 **Monthly Invoice and Progress Report:** CONSULTANT will submit a written monthly invoice to the CITY's Project Manager along with a monthly progress report outlining the work task status and updated project schedule. The invoice will identify the contract number and include the number of man-hours expended as identified in the approved fee proposal, amounts previously billed, and total amount due for the current period.

DELIVERABLE:

- CONSULTANT will submit one (1) electronic copy of the invoice and progress report, emailed to the CapitalProjects.Payables@chandleraz.gov, and copy the CITY project manager.

4. PROJECT SCHEDULE:

- 4.1 CONSULTANT must perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference. The schedule included herein is an estimate based on an assumed NTP date. If the NTP date changes, the schedule will be modified to reflect the changes and provided to the CITY as a revised version.
- 4.2 CONSULTANT must adhere to the Production Schedule 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. QUALITY CONTROL:

- 5.1 CONSULTANT must institute and comply with a Design Quality Control Plan. A draft plan is available upon request.
- 5.2 CONSULTANT will perform Quality Control reviews on project deliverables at each progress submittal milestone (Preliminary Design Concept Report, 30%, 60%, 90%, 100%).

6. PRELIMINARY RESEARCH:

- 6.1 Before preparing the project design, CONSULTANT will:
 - a. Perform a Document Search for utility as-builts. CITY shall be responsible for providing as-built drawings of all CITY owned facilities within the project area. CONSULTANT will submit as-built request for the project.
 - b. Perform a Document search for rights-of-way.
 - c. Perform a Document search for survey ties and benchmarks.
 - d. Perform a Document search for CITY policies, regulations, standards, design manuals, and requirements relevant to project.
 - e. Research all utility companies/agencies and acquire all available as-built and utility records.
 - f. Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by CITY.
- 6.2 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.

CONSULTANT will utilize a SUBCONSULTANT, to provide an ortho rectified photo and surface data. CONSULTANT will set onsite survey control at the direction of VMR.

Survey will be tied to NAD83 state plane coordinates (with a ground scale factor), and City of Chandler (NAVD88) vertical datum utilizing Chandler benchmarks.

CONSULTANT will perform field survey of underground utilities such as sewer manhole inverts and water valve top of nuts to complete the design. CONSULTANT will prepare Traffic Control and Encroachment permits as required to perform field survey.

Survey from project WW2005.202 (Dobson Road and Chandler Boulevard Intersection Sewer Improvements) will be utilized for the intersection of Dobson Road and Chandler Boulevard.

7. UTILITY/AGENCY COORDINATION:

- 7.1 Coordination with utility companies and agencies must be in accordance with the latest version of the "Public Improvement Project Guide" (PIPG).

CONSULTANT will contact Blue Stake to obtain a list of utilities having facilities within proximity to the project area. CONSULTANT will contact identified utility companies to obtain facility maps. CONSULTANT will review and incorporate information as applicable to this project. CONSULTANT will complete utility conflict review in areas where open cut excavation is required. The selected Contractor shall be responsible for contacting Blue Stake utility locating services to identify and physically mark existing utility locations where excavation may be required.

CONSULTANT will incorporate utility information obtained from facility maps and the CITY's GIS.

- 7.2 CONSULTANT must identify utility conflicts during the initial stages of the design process.
- 7.3 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.
- 7.4 Land Rights for SRP 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.
- 7.5 SRP Construction License Agreement: CONSULTANT will submit design drawings to SRP at 30% and 60% for utility conflict review. Sealed construction drawings will be provided to SRP at 90%, and 100% for review and comment. CONSULTANT will address comments and questions received from SRP and when approved by SRP, CONSULTANT will prepare an SRP Construction License Agreement, obtain owner's signature from the CITY and submit to SRP for approval.
- 7.6 CONSULTANT must conduct utility meetings to coordinate relocations with utility/agency and establish relocation schedules. CONSULTANT shall facilitate up to three (3) virtual meetings with utility agencies. Meeting notes will be prepared

by CONSULTANT. CONSULTANT will arrange one (1) field meeting to walk the project with utility stakeholders.

- 7.7 CONSULTANT must identify and coordinate the locations of utility potholes with its Potholing SUBCONSULTANT. Pothole results will be reviewed and incorporated into the design. Estimated potholes include:
- a. Five (5) each – Preliminary pipeline material investigation
 - b. Ten (10) each - Chandler Boulevard water main
 - c. Five (5) each – Supplementary intersection potholes (in addition to potholes being performed as a part of WW2005.202)

8. GEOTECHNICAL INVESTIGATION:

- 8.1 CONSULTANT must perform all soil and pavement borings necessary to complete their work.
- 8.2 Sub-surface soil conditions, established by the geotechnical investigations, must be incorporated into the bid documents in a manner usable to the excavation bidding and construction.

9. DESIGN CONCEPT REPORT:

- 9.1 CONSULTANT will provide a Preliminary Design Concept Report (DCR) when the design is approximately 15% complete including the following:
- a. Analysis and summary of potential new water main location options:
 - Remove and replace water main in existing trench
 - Relocate north and south water mains
 - Combine north and south water mains into one water main in a new corridor
 - b. Preliminary (15%) schematic design (roll plot) drawings (potential water main corridors with base mapping)
 - c. Preliminary Engineer's Opinion of Probable Construction Cost for water main location options
 - d. Decision-making matrix for water main location options
 - e. CONSULTANT will schedule review meeting with CITY to discuss review comments, clarify with CITY staff what the design challenges are and decide the method in which they will be resolved.
- 9.2 CONSULTANT will provide a Final Design Concept Report including the following:
- a. Incorporate CITY review comments from the Preliminary Design Concept Report.

- b. The Final Design Concept Report will be sealed by a Professional Engineer registered in the State of Arizona.

DELIVERABLES:

Preliminary Design Concept Report:

- a. Preliminary Design Concept Report will be submitted to the CITY Project Manager electronically in pdf format.

Final Design Concept Report:

- a. Final Design Concept Report will be submitted to the CITY Project Manager electronically in pdf format.

10. SCHEMATIC DESIGN (30% Document Review):

- 10.1 CONSULTANT must visit the project site to complete a field walk and gather information pertinent to the design. CONSULTANT will meet with City staff to ascertain the requirements of the Project and will arrive at a mutual understanding of such requirements.
- 10.2 CONSULTANT will prepare 30% design drawings:
 - a. 30% drawings will include utility base files and water main alignment selected from the DCR.
 - b. Locations and estimated material quantities for water main and valves will be shown on the drawings. Details are not included in the 30% drawings.
 - c. Design drawings will include plan view at 1 inch = 20 feet horizontal scale and profile view at 1 inch = 4 feet vertical scale.
 - d. Existing infrastructure shown in the water main realignment area will be based on survey information.
 - e. Design drawings will be prepared using the CITY's standard plan sheet border, drawing format, and CAD standards. Where CITY CAD standards are not available or applicable, the CONSULTANT's CAD standards will be used. Based on the standard CITY plan sheet border, progress drawings will be plotted at 22"x34" (full scale) and 11"x17" (half scale – exact scale). All drawings will be prepared using Autodesk Civil 3D (AutoCAD) 2019 format.
- 10.3 CONSULTANT must facilitate one (1) schematic review meeting to confirm the design concepts.

DELIVERABLES:

30% design deliverables will include the following:

- 30% Design Drawings, 15% Comment Resolution Log and EOPCC submitted electronically in pdf format.

11. DESIGN DEVELOPMENT DOCUMENTS (60% Document Review):

- 11.1 Based on the approved Schematic Design Documents and any adjustments authorized by CITY in the program, schedule or construction budget, CONSULTANT must prepare, for review by CITY, Design Development Documents. When the design is approximately sixty percent (60%) complete CONSULTANT must do the following:
 - b. Design must utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans.
 - c. Create an outline specification.
 - d. CONSULTANT is required to review and complete the CITY's Constructability Review Checklist. All applicable checklist items are required to be incorporated in the design documents.
 - f. Construction quantities will be included on the construction drawings.
- 11.2 CONSULTANT will perform water service coordination and design including:
 - a. One (1) field walk with CITY staff to locate water meters impacted by the project design
 - b. Verify water meter size
 - c. Identify fire lines
 - d. Coordinate and plan maintenance of water service to customers for uninterrupted service during construction.
 - e. Create a water meter table and details for inclusion in construction drawings.
- 11.3 CONSULTANT will submit the 60% Design Development Documents to the CITY Project Manager and to the City of Chandler Development Services Department for review.
- 11.4 CONSULTANT will prepare Technical Specifications for items not covered by the CITY Supplement to Maricopa Association of Governments (MAG) Specifications or MAG Specifications. The CITY will be responsible for preparation of contract general conditions, special provisions, and other "front end" contract documents. CONSULTANT will perform a review of the "front end" documents prepared by the CITY to ensure agreement with Design Drawings, Technical Specifications, and schedule of values.
- 11.5 CONSULTANT will prepare Engineer's Opinions of Probable Construction Cost (EOPCC) for all proposed improvements. EOPCC will be prepared utilizing standardized proposed construction items for all construction work. EOPCC represents the CONSULTANT's best judgment of the cost of construction based on current equipment and material price quotes as well as historic bid results.

- 11.6 CONSULTANT will schedule review meeting with CITY plan check staff to discuss review comments. Clarify with the plan check staff what the design challenges are and decide the method in which they will be resolved.

DELIVERABLES:

Preliminary (60%) design deliverables will include the following:

- Preliminary Design Drawings, Technical Specifications, 30% Comment Resolution Log and EOPCC submitted electronically in pdf format.

12. CONSTRUCTION DOCUMENTS (90% Document Review):

- 12.1 Based on the approved Design Development (60%) Documents and any further adjustments in the scope or quality of the Project authorized by CITY, CONSULTANT must prepare, for review by CITY, Construction Documents including Design Drawings, Technical Specifications and EOPCC setting forth in detail the requirements for the construction of the Project. When the design is approximately ninety percent (90%) complete CONSULTANT will prepare a tabulation of all comments received from the previous submittal along with preliminary and final resolution of comments. All approved comments will be incorporated into the Agency Review (90%) submittal, which will be concurrently submitted to the CITY, Development Services, and Maricopa County Environmental Services Department (MCESD). The drawings will be sealed by a Professional Engineer registered in the State of Arizona, and the drawings will be stamped "For Agency Review Only, Not for Construction."
- 12.2 CONSULTANT will perform water service coordination and design including:
- a. One (1) field walk with CITY staff to locate water meters impacted by the project design
 - b. Verify water meter size
 - c. Update fire lines
 - d. Update coordination and plan maintenance of water service to customers for uninterrupted service during construction.
 - e. Update water meter table and details in construction drawings.
- 12.3 Schedule review meeting with CITY plan check staff to discuss review comments. Clarify with the plan check staff what the design challenges are and decide the method in which they will be resolved.
- 12.4 Maricopa County Environmental Services Department (MCESD) Permitting: CONSULTANT will prepare a permit application and one-page technical memorandum for submittal to MCESD for an Approval to Construct (ATC). Permit fees for expedited review will be paid by CONSULTANT and reimbursed by the CITY as a Direct Expense.

DELIVERABLES:

Agency Review (90%) deliverables will include the following:

- Agency Review Drawings, Technical Specifications, Comment Resolution Log, and Engineer's Opinion of Probable Construction Cost submitted electronically in pdf format.

MCESD permitting deliverables will include the following:

- One (1) full size copy of the Agency Review Documents, one (1) copy of the CITY signed ATC package, and one (1) copy of the one-page technical memorandum sealed by a Professional Engineer registered in the State of Arizona. Submitted via MCESD electronic submittal process.

13. FINAL CONSTRUCTION DOCUMENTS (100% Documents):

13.1 Based on the 90% review comments and any further adjustments in the scope or quality of the Project authorized by CITY, CONSULTANT must prepare, for approval by CITY, Final Construction Documents including Design Drawings, Technical Specifications, and EOPCC setting forth in detail the requirements for the construction of the Project. When the Final Construction Documents are one hundred percent (100%) complete CONSULTANT must prepare the following:

- a. Signed Cover sheet to be provided by CITY in electronic format.
- b. Provide City of Chandler with a copy of the AutoCAD files.
- c. The Final Construction Documents will incorporate all CITY and permit review comments. Final Construction Documents will incorporate revisions required by permitting agencies and should include no substantive design concept changes from the previous submittal. All documents will be sealed by a Professional Engineer registered in the State of Arizona.
- d. CONSULTANT will prepare a tabulation of all comments received from the previous submittal along with preliminary and final resolution of comments. All approved comments will be incorporated. Revisions after this submittal are excluded.

13.2 City of Chandler Development Services Permitting:

- a. CONSULTANT will prepare a permit application for submittal to Development Services for an Encroachment Permit.
- b. Permit fees for will be paid by the CITY.
- c. After Development Services approval, CONSULTANT will provide a mylar cover sheet for signature routing.
- d. Mylar cover sheet will be utilized for Encroachment Permit submittal.

DELIVERABLES:

Final Construction Document deliverables will include the following:

- Final Construction Drawings, Technical Specifications, Comment Resolution Log, and Engineer's Opinion of Probable Construction Cost submitted electronically in pdf format.
- One (1) Mylar Cover sheet
- Two (2) Full-sized (22"x34") Bond copies of full plan set

14. CMAR COORDINATION:

- 14.1 CONSULTANT'S effort to coordinate with the CMAR will consist of:
- a. Solicit CMAR input during design development as appropriate
 - b. Review CMAR prepared project schedule
 - c. Review CMAR prepared construction estimates
 - d. Provide assistance with long-lead procurement activities
 - e. Perform limited MOPO analysis and coordination with CMAR following 60% review
 - f. Perform cost model reviews at 90%
 - g. Evaluate alternative systems suggested by CMAR
 - h. Respond to constructability review comments
 - i. Assist and review during GMP development
 - j. Perform GMP proposal review and prepare recommendation to CITY
- 14.2 CONSULTANT will attend CMAR coordination meetings (three (3) meetings are assumed) as requested by the CITY. CONSULTANT will be available at the meeting(s) to answer design intent questions and provide clarifications if needed.

ALLOWANCES: REIMBURSABLE DIRECT EXPENSES

TASK 940.01 Direct Costs: Reimbursements will be made by the CITY for direct costs incurred for printing, document reproduction, plotting, as-builts, and fees charged for obtaining facility or utility mapping.

TASK 940.02 MCESD Permitting: Permit fees for expedited review will be paid by CONSULTANT and reimbursed by the CITY as a Direct Expense.

TASK 940.03 City's Allowance: An allowance is included to be applied towards additional engineering, construction management and/or coordination not included in this scope or other items as directed by the CITY. This item will only be used with written authorization from the CITY.

TASK 940.04 Potholing Allowance: CONSULTANT will provide through a qualified company, Specialized Services Company (SSC), Utility Potholing in project area as described in the attached Subconsultant proposal.

TASK 940.05 Geotechnical Investigation Allowance: CONSULTANT will provide through a qualified company, SAECO, Geotechnical Investigation of the project area as described in the attached Subconsultant proposal.

TASK 940.06 Aerial Mapping Allowance: CONSULTANT will provide through a qualified company, Aerial Mapping of the project area to provide topographic information.

TASK 940.07 Traffic Control Allowance: CONSULTANT will provide traffic control through a qualified company for CONSULTANT staff during field survey. Traffic Control will be used while working within heavily traveled corridors of the CITY. Traffic control costs will be reimbursed from approved invoices as an Allowance Item.

TASK 940.08 Temporary Construction Easements (TCE) and Legal Descriptions: CONSULTANT will provide TCE's and legal descriptions for areas where construction is anticipated to require access to private properties.

EXCLUSIONS

- Engineering services during the construction phase services are not included in this scope of work. A Scope and fee for additional services can be provided at the request of the CITY.
- Notification and coordination with the general public and public meetings and PIO firm are excluded.
- Design of the water main pipelines and services is assumed to occur within existing CITY right-of-way.
- Master planning or future flow calculations for sizing of pipes.
- Soil Corrosivity analysis.
- Stray current testing.
- Independent third-party cost estimating is excluded.
- Additional on-site utility coordination meetings

EXHIBIT "B"
COMPENSATION AND FEES



EXHIBIT "B-1"
Not to Exceed Cost Per Task

TASK DESCRIPTION		SUBTOTAL
Task 1.0 Project Description & Scope of Construction		
Task 2.0 Assignment		
Task 3.0 General Project Administration		\$ 22,275.00
3.1	Coordination	\$ 12,720.00
3.2	Kickoff/Progress Meetings (5)	\$ 5,555.00
3.3	Monthly Invoice and Progress Report	\$ 4,000.00
Task 4.0 Project Schedule		\$ 3,392.00
4.1	Production Schedule	\$ 3,392.00
Task 5.0 Quality Control		\$ 9,340.00
5.1	Quality Control Plan	\$ 800.00
5.2	Quality Control Reviews	\$ 8,540.00
Task 6.0 Preliminary Research		\$ 13,772.00
6.1	Perform Document Search and Research	\$ 3,968.00
6.2	Investigate Existing Conditions	\$ 3,968.00
6.3	Survey	\$ 5,836.00
Task 7.0 Utility/Agency Coordination		\$ 34,415.00
7.1	Coordination with Utilities (PIPG)	\$ 9,848.00
7.2	Identify Utility Conflicts	\$ 5,104.00
7.3	Coordinate Design of Utilities	\$ 5,064.00
7.4	SRP Construction License Agreement	\$ 5,720.00
7.5	Utility Coordination Meetings (3)	\$ 4,695.00
7.6	Pothole Coordination and Review	\$ 3,984.00
Task 8.0 Geotechnical Investigation		\$ 3,432.00
8.1	Soil and Pavement Borings Coordination and Review	\$ 3,432.00
Task 9.0 Design Concept Report		\$ 24,554.00
9.1	Preliminary Design Concept Report	\$ 14,724.00
9.2	CofC Review Meeting	\$ 2,754.00
9.3	Final Design Concept Report	\$ 7,076.00
Task 10.0 Schematic Design (30%)		\$ 26,762.00
10.1	Site Investigation & Information Gathering	\$ 3,264.00
10.2	Prepare CAD Base Plans	\$ 8,912.00
10.3	Prepare 30% Schematic Design & EOPCC	\$ 11,832.00
10.4	CofC Review Meeting	\$ 2,754.00
Task 11.0 Design Development (60%)		\$ 36,174.00
11.1	Prepare 60% Plans	\$ 21,304.00
11.2	60% Water Service Coordination	\$ 5,576.00
11.3	Prepare 60% Tech Specs (Outline)	\$ 1,984.00
11.4	Prepare 60% EOPCC	\$ 3,816.00
11.5	CofC 60% Review Meeting	\$ 2,202.00
11.6	CofC Development Services Permitting	\$ 1,292.00
Task 12.0 Construction Documents (90%)		\$ 53,478.00
12.1	Prepare 90% Plans	\$ 24,288.00
12.2	90% Water Service Coordination	\$ 6,656.00
12.3	Prepare 90% Tech Specs	\$ 11,160.00
12.4	Prepare 90% EOPCC	\$ 2,712.00
12.5	CofC 90% Review Meeting	\$ 2,754.00
12.6	CofC Development Services Permitting	\$ 1,292.00
12.7	MCESD Permitting	\$ 4,616.00
Task 13.0 Final Construction Documents (100%)		\$ 24,772.00
13.1	Prepare 100% Plans	\$ 14,792.00
13.2	Prepare 100% Tech Specs	\$ 5,976.00
13.3	Prepare 100% EOPCC	\$ 2,712.00
13.4	CofC Development Services Permitting	\$ 1,292.00
Task 14.0 CMAR Coordination		\$ 16,936.00
14.1	CMAR Coordination	\$ 11,088.00
14.2	CMAR Coordination Meetings (3)	\$ 5,848.00
ENGINEERING SUBTOTAL		\$ 269,302.00
ALLOWANCES		\$ 80,200.00
940.01	Direct Costs	\$ 1,500.00
940.02	MCESD Permitting (Expedited Review)	\$ 1,200.00
940.03	City's Allowance (10% of Engineering Fees)	\$ 27,000.00
940.04	Potholing Allowance (20 @ \$1,250 EA)	\$ 25,000.00
940.05	Geotechnical Investigation Allowance	\$ 9,000.00
940.06	Aerial Mapping Allowance	\$ 6,500.00
940.07	Traffic Control Allowance	\$ 5,000.00
940.08	TCE and Legal Descriptions Allowance	\$ 5,000.00
TOTAL COST:		\$ 349,502.00



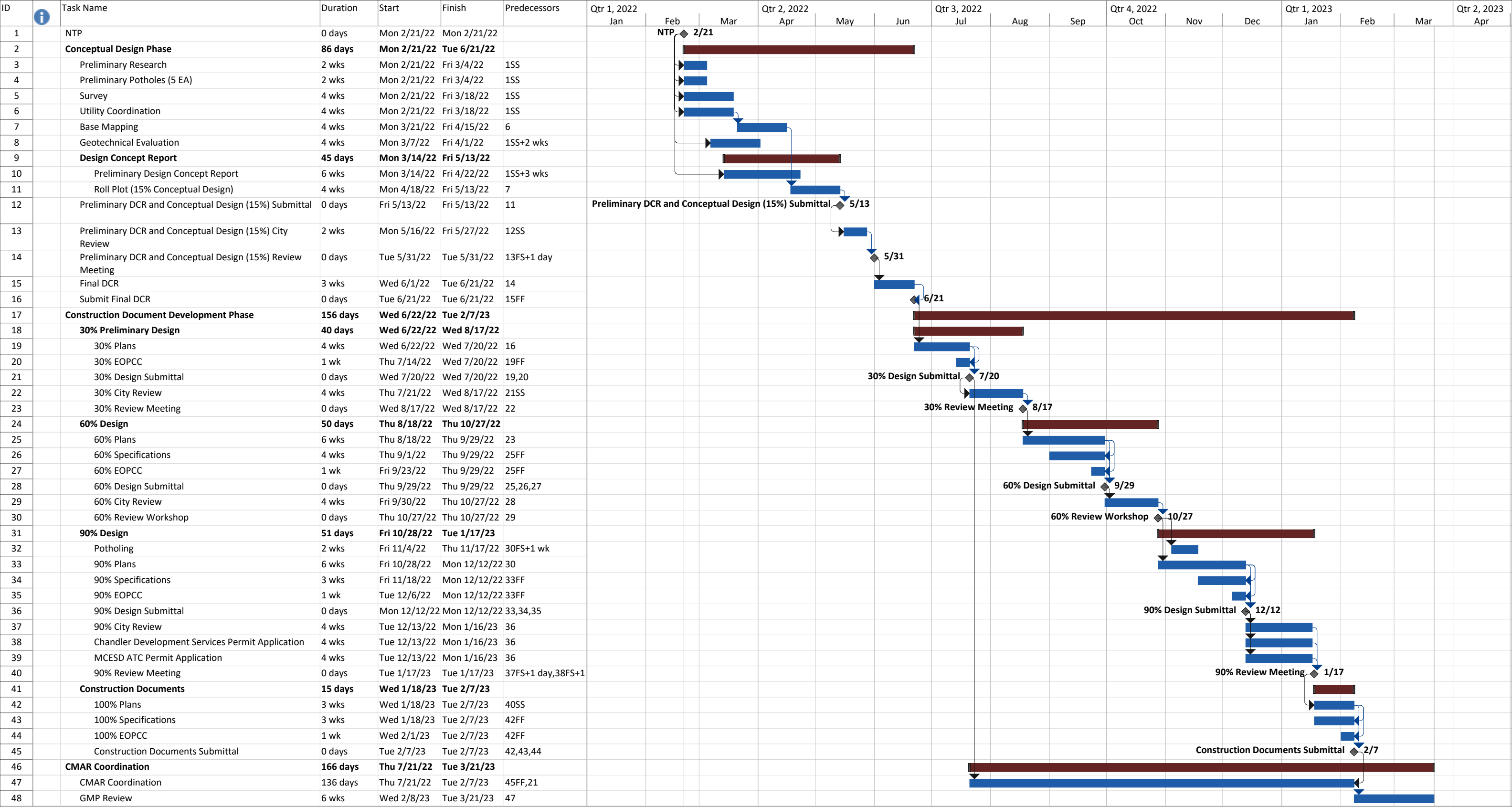
EXHIBIT "B-2"
Hours and Rates

Jake Nelson Vince Gibbons/Ezra Page Jesse Udall Eryn Guevara Chuck Sinclair Jason Graham Amzie Cox John Bowling

	PM	QA/QC Manager	Project Engineer/ PE	Assistant Project Engineer/ EIT	Senior Technician	Survey Manager/ RLS	Surveyor/ RLS	Survey Technician	Survey Crew	Admin	< PROJECT ROLE < HOURLY RATES
	\$ 200.00	\$ 195.00	\$ 170.00	\$ 138.00	\$ 142.00	\$ 188.00	\$ 165.00	\$ 105.00	\$ 198.00	\$ 85.00	
TASK DESCRIPTION											TOTAL HOURS PER TASK
Task 1.0 Project Description & Scope of Construction											
Task 2.0 Assignment											
Task 3.0 General Project Administration	82	0	28	5	0	0	0	0	0	5	120
3.1 Coordination	50		16								
3.2 Kickoff/Progress Meetings (5)	12		12	5						5	
3.3 Monthly Invoice and Progress Report	20										
Task 4.0 Project Schedule	4	0	12	4	0	0	0	0	0	0	20
4.1 Production Schedule	4		12	4							
Task 5.0 Quality Control	6	40	2	0	0	0	0	0	0	0	48
5.1 Quality Control Plan	4										
5.2 Quality Control Reviews	2	40	2								
Task 6.0 Preliminary Research	4	0	16	32	0	2	4	8	20	0	86
6.1 Perform Document Search and Research	2		8	16							
6.2 Investigate Existing Conditions	2		8	16							
6.3 Survey						2	4	8	20		
Task 7.0 Utility/Agency Coordination	32	0	72	96	16	0	0	0	0	3	219
7.1 Coordination with Utilities (PIPG)	4		24	36							
7.2 Identify Utility Conflicts	2		8	16	8						
7.3 Coordinate Design of Utilities	4		12	12	4						
7.4 SRP Construction License Agreement	8		8	20							
7.5 Utility Coordination Meetings (3)	12		12							3	
7.6 Pothole Coordination and Review	2		8	12	4						
Task 8.0 Geotechnical Investigation	2	0	8	8	4	0	0	0	0	0	22
8.1 Soil and Pavement Borings Coordination and Review	2		8	8	4						
Task 9.0 Design Concept Report	16	0	32	68	40	0	0	0	0	10	166
9.1 Preliminary Design Concept Report	8		16	40	32					4	
9.2 CoFC Review Meeting	4		4	8						2	
9.3 Final Design Concept Report	4		12	20	8					4	
Task 10.0 Schematic Design (30%)	16	0	32	56	72	0	0	0	0	2	178
10.1 Site Investigation & Information Gathering	4		8	8							
10.2 Prepare CAD Base Plans	4		8	16	32						
10.3 Prepare 30% Schematic Design & EOPCC	4		12	24	40						
10.4 CoFC Review Meeting	4		4	8						2	
Task 11.0 Design Development (60%)	19	0	34	68	120	0	0	0	0	2	243
11.1 Prepare 60% Plans	6		12	28	100						
11.2 60% Water Service Coordination	2		4	12	20						
11.3 Prepare 60% Tech Specs (Outline)	1		4	8							
11.4 Prepare 60% EOPCC	4		8	12							
11.5 CoFC 60% Review Meeting	4		4	4						2	
11.6 CoFC Development Services Permitting	2		2	4							
Task 12.0 Construction Documents (90%)	42	0	86	96	120	0	0	0	0	2	346
12.1 Prepare 90% Plans	12		16	36	100						
12.2 90% Water Service Coordination	4		8	12	20						
12.3 Prepare 90% Tech Specs	8		40	20							
12.4 Prepare 90% EOPCC	4		8	4							
12.5 CoFC 90% Review Meeting	4		4	8						2	
12.6 CoFC Development Services Permitting	2		2	4							
12.7 MCESD Permitting	8		8	12							
Task 13.0 Final Construction Documents (100%)	26	0	46	44	40	0	0	0	0	0	156
13.1 Prepare 100% Plans	12		20	24	40						
13.2 Prepare 100% Tech Specs	8		16	12							
13.3 Prepare 100% EOPCC	4		8	4							
13.4 CoFC Development Services Permitting	2		2	4							
Task 14.0 CMAR Coordination	32	0	36	32	0	0	0	0	0	0	100
14.1 CMAR Coordination	24		24	16							
14.2 CMAR Coordination Meetings (3)	8		12	16							



City of Chandler
Dobson Road/Chandler BLVD Water Realignment
Design Schedule





Design • Locate • Build

Phone: (602) 997-6164

Website: www.sscunderground.com E-mail: michelle@sscunderground.com

Contractor's License No. AZ 085634 / CA 1006387 / NM 382037

SERVICE AGREEMENT

December 16, 2021

Specialized Services Company, an **Arizona Corporation** ("SSC" and/or "**Specialized Services**"), 2001 W. North Lane, Phoenix, Arizona, 85021, proposes to furnish and provide all labor, material, and equipment necessary to provide the following services for **Dibble Engineering** (the "Client"):

Services to be performed: Vacuum excavation services as required at Client-designated sites.

Time or Location of Performance: Chandler Blvd. & Dobson Rd. Main Replacement

Scope of Work: See Attachment A

Payment Terms: Net 30 days

Any alteration or deviation from the specifications contained in this proposal involving extra cost for material, labor, or other expenses resulting from the alteration or deviation from the specification will only be executed upon written orders for same, and will require extra charges over the sum quoted in this proposal. All agreements will be made in writing.

SPECIALIZED SERVICES COMPANY

By: _____

Arvid L. Veidmark III



Arvid Veidmark III – Corporate Secretary

Client's Acceptance:

Specialized Services Company is hereby authorized to furnish all labor, equipment, and other resources required to complete the work described in this proposal as required by the Client, for which the Client agrees to pay the amount specified in said proposal and according to the terms thereof. Should either party to this Agreement be in default and the contract placed in the hands of a third party for collection, or if suit is brought thereon, the undersigned organization, or person or persons or either, agree to pay reasonable collection or attorney's fees, plus default interest at 1.5 % per month in addition to the amount due thereon for the expenses of collection.

All parties agree that a facsimile transmission of the signature constitutes an original and binding document. The laws of the State of Arizona shall govern this Agreement and suits may only be brought in Arizona courts.

Signature Corporate Officer: _____ Date: _____

Authorized to sign for: _____ (Print company name)

Print Name: _____ Title: _____

ATTACHMENT A

This Attachment A is specifically incorporated into and made a part of the Service Agreement between Specialized Services Company and the Client.

Scope of Work:

- SSC will provide a vacuum truck and crew to vacuum excavate and expose utilities at approximately 20 locations as designated by the Client. (5 Preliminary, 15 Additional)
- SSC will backfill all holes with ½ Sac Slurry.
- SSC will core asphalt or concrete per MAG212 "Keyhole" and replace using Utilibond.
- SSC will provide survey to set control points at each of the requested locations.
- SSC will provide the Client with a stamped pothole report for each utility located.
- SSC will provide all traffic control and off duty officers required per the City of Chandler.

Cost Estimate:

20 potholes @ \$1,250.00 per pothole = \$25,000.00

** City of Chandler permits will be cost +15%

- SSC will supply the Client with a hand-written Utility Report for each utility located, included in hourly rate.
- Additional crewmembers are \$48.00 per hour.
- Any utility we pothole where we encounter slurry backfill or concrete encasement will require 2 holes, one on either side of the encasement to confirm the depth on each side.
- The Client or Owner is responsible for all compaction testing on holes.

Comments:

- A. SSC will keep daily logs and sign-off sheets on site for hour/hole projects. The Client is responsible for having a representative on-site to sign-off on a daily basis. If the Client does not have a representative on-site to sign-off, then the Client agrees to accept all hour/holes billed by SSC backed up by the daily logs.
- B. SSC is not responsible for cleaning-out excavations dug by SSC crews that become filled with rain run-off, debris from broken water, sewer, and force main or pressurized lines that fill the hole or cause settlement. The Client and SSC will mutually determine additional compensation for SSC's time and materials to clean out any excavations.
- C. SSC reserves the right to subcontract any portion of the work listed in the scope and inclusions as needed to maintain the Clients schedule.
- D. Mobilization of equipment and personnel for this project will be subject to availability of equipment on a first come-first served basis at the time of an executed subcontract.
- E. Where safety is an issue an additional crewmember may be required, this would be if excavating in a pit over 4' deep or in an area where 3 crewmembers are needed to run the job safely. Where this is the case the additional crewmember will be charged to the job at the rate listed on page 2.
- F. During the course of the agreement if a project arises that has Davis-Bacon Wages, SSC reserves the right to increase the hourly rate to compensate for the increase in hourly pay to the crew members.
- G. Customer understands and agrees that services performed using electronic utility locating may result in less than all buried lines, pipes and other items from being located. Electronic utility locating can be used to provide a starting point of locating of private utilities, followed by vacuum excavation to confirm the exact elevation and location of the identified utility.
- H. A pre-lien notice will be mailed on all projects and is not a reflection on the integrity of any Owner, Contractor or Subcontractor.

Initial: _____ Date: _____

Exclusions:

Specialized Services Company is not responsible for the following:

- A. De-watering of any type if ground water is encountered during excavation or potholes
- B. Replacement of any permanent concrete replacement such as sidewalk or driveways and any compaction testing on the holes after backfilling.
- C. Supply, setup, tear down, and removal of any temporary fencing of entire job site, pits & equipment
- D. Permits, bonds and sales taxes (SSC Bond rate 2.5%)
- E. Special insurance, special wording including but not limited to additional insured on forms CG2010 (\$100.00 per additional insured listed) & CG2037 (\$500.00 per additional insured listed).
- F. Construction water and/or fire hydrant hook-ups and any meters
- G. Security personnel to protect the job site
- H. Steel plates of any size to cover the hole or excavation

This offer is good for 15 days from date of issue.

Initial: _____ Date: _____

Project Information Sheet

Please help us to provide you with the best service by providing this basic project and administrative information.

Project Name: _____

Actual Address: _____

Project Owner: _____

Field Contact: _____ Phone #: _____

Billing Contact: _____ Phone #: _____

E-Mail Address for Invoices: _____

Job #/PO # to Reference on Invoices: _____

Any other information that might be helpful for us to know:

Thank you!

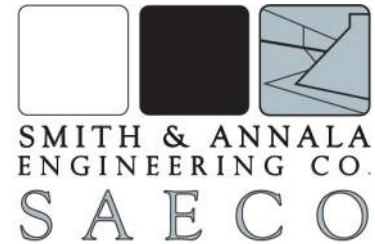
Initial: _____ Date: _____

December 16, 2021

Attention: Jacob Nelson, P.E.

Dibble Engineering
7878 North 16th Street
Suite 300
Phoenix, Arizona, 85020

Subject: Proposal for Geotechnical Engineering Services
Chandler Boulevard Water Main Improvements
Dobson Road to Chippewa Place
Chandler, Arizona
SAECO Proposal No. PG44.21.089



Smith & Annala Engineering Co. (SAECO) is pleased to submit this proposal to provide geotechnical engineering services in support of the design and construction of the proposed project.

1.0 PROJECT DESCRIPTION

SAECO understands the scope of services for this project involves a geotechnical investigation to develop recommendations for the City of Chandler water main replacement located along Chandler Boulevard from Dobson Road to Chippewa Place. The proposed water main is anticipated to be constructed up to 6 feet below the existing surface.

2.0 SCOPE OF SERVICES

SAECO's scope of services will consist of the following major task items:

- Coordinate with appropriate personnel to obtain Arizona 811 utility clearance for the overall investigation program.
- Coordinate with Dibble to obtain the Right-of-Entry permit to perform our proposed field work.
- Obtain a traffic control plan and coordinate the installation of traffic control measures during the execution of our investigation.
- Perform the requested subsurface investigation along the project alignment.
- Provide geotechnical laboratory testing of samples obtained from the subsurface investigations.
- Prepare borehole logs.
- Perform geotechnical analysis for the proposed sewer infrastructure and provide geotechnical recommendations for its construction.
- General project administration, such as subcontractor coordination.
- Post-design and pre-construction engineering services as needed.

2.1 Subsurface Geotechnical Investigation

We will attempt to determine the subsurface geotechnical engineering characteristics by performing 3 exploratory soil boring extending 10 feet below the existing ground surface. The proposed borings will be performed in the existing pavement, and upon completion, it will be immediately backfilled and patched per the City of Chandler's requirements.

Geotechnical borings will be performed using hollow stem auger. During boring advancement bulk samples will be collected from auger cuttings, and driven samples will be taken at various intervals.

Samples collected during drilling operations will be visually classified in general accordance with the Unified Soil Classification System (USCS) and will then be appropriately packaged for transport to our laboratory in Tempe, Arizona.

The locations where explorations are performed will be estimated using tape measures or pacing and estimating bearings from features shown on client provided site plans and publicly available aerial photography. If more precise locating of the explorations is required, we recommend all exploration locations be staked in the field and we may also request that additional coordination be provided to assist us in identifying the field locations. Depending on existing site conditions borings may be offset to avoid conflicts with underground or overhead utilities, limited access to equipment, or other conditions based on our engineering judgment or other safety considerations.

We anticipate, that once we receive notice to proceed, the site will be open and accessible to truck mounted equipment. If this is not the case additional fees may be required for delays, additional mobilization, or the use of any all-terrain capable equipment.

Upon completion, the exploration will be immediately backfilled and patched, following City of Chandler's requirements. Some ground surface and vegetation disturbance may be required to provide vehicle access. If there are concerns about potential site disturbance from our activities these should be discussed prior to the beginning of our field activities.

2.2 Laboratory Testing

Selected samples collected from our field investigation will be tested for the following:

- | | |
|---------------------------------------|---------------------------------|
| ■ Moisture Content of Soil | ■ In-Situ Dry Densities of Soil |
| ■ Grain-Size (Sieve) Analyses of Soil | ■ Atterberg Limits of Soil |
| ■ Moisture-Density Relationship | ■ Remolded Swell |

Unless other arrangements are made, any samples that remain after testing will be stored in our laboratory for three months after the date the report is issued and will then be disposed of.

2.3 Geotechnical Evaluation

We anticipate the evaluation will include, but not be limited to considering the following:

- Geotechnical Related Site Conditions
 - Current Site Conditions
 - Past Site Conditions
 - Subsidence and Earth Fissures
 - Subsurface Conditions
 - Geologic Setting
 - Groundwater
 - Faulting and Seismicity
- Earthwork Recommendations
 - Site Preparation
 - Workability
 - Fill Materials
 - Excavation Conditions
 - Compaction
 - Earthwork Shrinkage
- Geotechnical Recommendations
 - Pipeline-Design Soil Parameters
 - Foundation Types
 - Bearing Capacity
 - Lateral Earth Pressures
 - Site Drainage
 - Manhole Structure Bearing Pressures
 - Asphalt Replacement Recommendations

2.4 Deliverables

One electronic report will be issued providing our findings, conclusions and recommendations with supporting figures and diagrams. The report will include a cover letter sealed by a professional engineer, licensed in the State of Arizona.

3.0 SCHEDULE

SAECO will work within the requirements of Dibble's schedule. The start of the field investigation will be contingent upon receipt of all necessary utility clearance, right-of-way permits, and site access as well as the availability of the drilling subcontractor; this can usually be scheduled to start the same week utility clearance is obtained. It may take 4 to 6 weeks to obtain the right-of-way permit from City of Chandler. The field investigation will likely take one day to complete. Our field work will be performed during our business hours which are typically between 6 a.m. to 5 p.m., Monday through Friday, (excluding major holidays). Special arrangements can be made to perform our work outside of these days and hours, but additional fees may be incurred. Geotechnical analysis and reporting will occur coincident with laboratory testing.

The final report will be issued within 4 weeks from the completion of field exploration program.

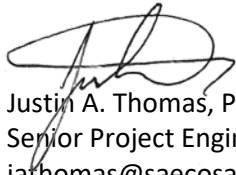
4.0 ENGINEERING FEES AND AUTHORIZATION

SAECO has developed a Lump Sum fee of \$7,500 for the scope of work described above.

Geotechnical engineering support services needed after the issuance of our report and prior to the beginning of construction will be billed on a time and materials basis according to the attached schedule of fees. We anticipate that our efforts during this phase of the project will not exceed approximately \$1,500.

SAECO appreciates the opportunity to provide a proposal for these services. We look forward to working with you on this project.

Sincerely,



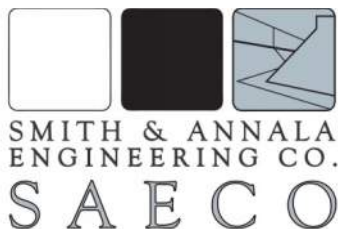
Justin A. Thomas, P.E.
Senior Project Engineer
jathomas@saecosafe.com

Work Authorized by: _____

Date: _____

Print Name: _____

Title: _____



GEOTECHNICAL ENGINEERING • CONSTRUCTION QA/QC • ENVIRONMENTAL SERVICES

5861 S. Kyrene Rd. Ste.5
 Tempe Arizona 85283
 Ofc: (480)659-4101
 Fax: (480)659-5484
www.SAECOSafe.com

2021 Fee Schedule

Professional Services

Principal Engineer/Geologist/Environmental Scientist	\$195/Hr.
Senior Project Manager/Engineer/Geologist/Environmental Scientist	\$160/Hr.
Project Manager/Engineer/Geologist/Environmental Scientist	\$140/Hr.
Senior Staff Engineer/Geologist/Environmental Scientist/Sr. Special Inspector	\$95/Hr.
Staff Engineer/Geologist/Environmental Scientist/Special Inspector	\$80/Hr.
Technical Illustrator/CAD Operator	\$75/Hr.
Geotechnical/Environmental/Laboratory Assistant	\$65/Hr.
Materials Supervisor	\$100/Hr.
Senior Materials Technician (ATTI, ACI)	\$68/Hr.
Materials Technician	\$60/Hr.
Report Preparation/Dispatch	\$65/Hr.
NDT and Special/Steel Inspector	\$95/Hr.
Core-Drilling (1-technician crew)	\$100/Hr.
Sample Runner (No Trip Charge)	\$50/Hr.

OTHER CHARGES

Expert Witness Testimony	\$350/Hr.
Vapor Emissions Kits	\$30/Hr.
Field Vehicle Usage	\$0.60/mi
Direct Project Expenses	Cost plus 15%

NOTES

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday and Sunday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day and all day on holidays. Lead time for any requested service is 24 hours.

Special Inspector and Field Technician rates are based on a 4-hour minimum charge. Field personnel are charged portal to portal.

SCHEDULE OF FEES FOR LABORATORY TESTING

Laboratory Test, Test Designation, and Price per Test

SOILS

Atterberg Limits, Dry Preparation, D4318/T89,T90	\$75
Atterberg Limits, Wet Preparation, D4318/T89,T90	\$105
California Bearing Ratio (CBR), D1883	\$375
Chloride and Sulfate Content, ARIZ 733, 736	\$60
Consolidation, (with 2 time rates) D2435, T216	\$235
Consolidation, Full Cycle (without time rates)	\$170
Consolidation, (response-to-wetting, includes 5 points)	\$95
Direct Shear – Undisturbed, D 3080, T236	\$295
Direct Shear – Remolded, D 3080, T236	\$350
Expansion Index, D 4829, UBC 18-2	\$175
Expansion Potential, D 4546	\$95
Hydraulic Conductivity, D5084	\$405
Hydrometer Analysis, D422, T88	\$140
Double Hydrometer Analysis, D422, T88	\$175
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$85
Moisture Only, D 2216, T265	\$15
Moisture and Density, D2937	\$25
Permeability, CH, D2434, T215	\$295
pH and Resistivity, ARIZ 236	\$105
Proctor Density, D1557, D698, T99, T180	\$115
R-value, D2844, T190	\$425
Sand Equivalent, D2419, T176	\$55
Sieve Analysis, D422	\$105
Sieve Analysis, 200 Wash, D1140	\$50
Specific Gravity, D 854	\$75
Thermal Resistivity (ASTM 5334, IEEE442)	\$900
Triaxial Shear, C.U., three points, D4767, T297	\$1,500
Triaxial Shear, U.U., one point, D2850, T296	\$500
Unconfined Compression, D2166, T208	\$150
Wax Density, D1188	\$75

ASPHALT CONCRETE

Asphalt Content/Gradation (Ignition Oven), T308, D6307	\$165
Marshall Stability, Flow and Unit Weight, T245	\$175
Marshall and Unit Weight T245	\$145
Maximum Theoretical Unit Weight (Rice), D 2041	\$165
Gyratory Density, T312	\$165
Bulk Specific Gravity, per specimen, D 2726	\$20
Bulk Specific Gravity, per specimen (coated), D 1188	\$40

AGGREGATES

Absorption, Coarse, C127	\$45
Absorption, Fine, C128	\$75
Clay Lumps and Friable Particles, C142	\$95
Fractured Face ARIZ 212	\$95
Los Angeles Abrasion, C131 or C535	\$155
Potential Reactivity of Aggregates, C1567/C1260	\$900
Sand Equivalent, T176	\$55
Sieve Analysis, C136	\$50
Sieve Analysis (including wash), C136 and C117	\$80
Sulfate Soundness (per size fraction), C88	\$350
Specific Gravity, Coarse, C127	\$55
Specific Gravity, Fine, C128	\$65
Unit Weight C29, T19	\$45

MASONRY

Concrete Block Compression Test, 8x8x16, C140	\$65
Cores, Compression or Shear Bond	\$25
Masonry Grout, UBC 21-18	\$16
Masonry Mortar, UBC 21-16	\$16
Masonry Prism, half size, compression, UBC 21-17	\$85

CONCRETE

Compression Tests, 4 x 8 Cylinder, C39	\$16
Compression Tests, 6 x 12 Cylinder, C39	\$18
Compression Test, Slurry	\$18
Concrete Beam Modulus of Rupture	\$45
Concrete Mix Design Review, Job Spec	\$125
Concrete Mix Design, per Trial Batch, ACI	\$650
Concrete Cores, Compression (excludes sampling), C42	\$40
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$190

*Special preparation of standard test specimens will be charged at the technician's hourly rate.

SAECO is accredited to perform the AASHTO and ADOT equivalent of many ASTM Test procedures.

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

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

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

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

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

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

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

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