



PROFESSIONAL SERVICES AGREEMENT
Post-Design Services
CHANDLER HEIGHTS ROAD UTILITY RELOCATIONS
Project No. WW2111.271
Council Date: February 24, 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 **Wilson Engineers, LLC**, an Arizona limited liability company, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Post-Design Services for **CHANDLER HEIGHTS ROAD UTILITY RELOCATIONS** 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 **365** 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 **\$444,411.30** 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:	Wilson Engineers, LLC Mailing Address: 1620 W Fountainhead Pkwy Ste 501 Tempe AZ 85282 Statutory Agent Name: Steven Todd Statutory Agent Mailing Address: 1620 W Fountainhead Pkwy Ste 501 Tempe AZ 85282
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE Name: Steve Todd Title: Principal Phone: 480-893-8860 Email: steve.todd@wilson-engineers.com

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final contract payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its contracts with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the accuracy of all cost and pricing data. City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from Consultant following final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of

this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

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

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

5.5 Indemnification. To the extent permitted by law, the Consultant ("Indemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("Indemnitee") from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and

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

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

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

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

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

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on

architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

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

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

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

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

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

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

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be

excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

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

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

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

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

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

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential

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

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

Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

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

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

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

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

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

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

matter is merged and superseded.

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

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

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

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

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

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

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E – Federal Requirements (if applicable)

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

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

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

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

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

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

SIGNATURE PAGE TO FOLLOW

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

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

"CITY"

CITY OF CHANDLER

MAYOR

Recommended By:

Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

JMB

City Clerk

Seal

"CONSULTANT"

Wilson Engineers, LLC

Stephen Todd

Signature

1-25-22

Date

Stephen Todd

Print Name

Principal

Title

steve.todd@wilson-engineers.com

Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

EXHIBIT “A”
POST DESIGN
SCOPE OF SERVICES
CHANDLER HEIGHTS ROAD UTILITY RELOCATIONS
PROJECT NO. WW2111.271

Post Design Project Description

Post Design services for utility relocations to accommodate Salt River Project's (SRP) 230kV power underground electrical installation. The utility relocations will take place in the following areas:

- Chaparral Way – Dobson Road to Lake Drive
- Lake Drive – Chaparral Way to Alma School Road
- Alma School Road – Lake Drive to Chandler Heights Road
- Chandler Heights Road – Alma School Road to west of the UPRR, which is east of Arizona Avenue
- Pine Lake Way along the Schrader electrical substation, which is south of Ocotillo Road

Services include pre-construction assistance and Engineering Services during Construction to address issues and/or specialized technical products. The construction duration is assumed to be 365 days.

Project Tasks

1. PRE-CONSTRUCTION ASSISTANCE:

A. Task 1.1 Pre-construction Assistance

- i. Consultant must attend the pre-construction meeting.

2. ENGINEERING DESIGN SERVICES DURING CONSTRUCTION:

A. Task 2.1 Attend Construction Meetings, as needed

- i. Consultant must attend construction meetings, as needed. Consultant assumes attendance of 52 weekly construction meetings.

B. Task 2.2 Respond to Requests for Information (RFI's), as needed

- i. Consultant must review, evaluate, and respond to any contractor Requests for Information (RFI's) forwarded by the CM Firm for design review. Consultant assumes a maximum of 40 RFI responses.

C. Task 2.3 Respond to Shop Drawing Submittals, as needed

- i. Consultant must review, evaluate, and respond to any Contractor Shop Drawing submittals forwarded by the CM Firm for design review. Consultant assumes a maximum of 50 reviews. Consultant assumes 25% will be one additional resubmittal reviews.

3. DESIGN PROJECT DESCRIPTION & SCOPE:

As the project has progressed SRP will now be undergrounding the 230kV from the Schrader electrical substation versus overhead. This underground alignment crosses Pine Lake Way and then goes south in the UPRR right of way to Chandler Heights Road. With this revision additional City utilities require relocation and/or protection. The following scope of work

describes the design effort for the additional utility relocation work.

- 3.1 Consultant will provide services for the design, permitting, and development of construction documents.
- 3.2 Consultant will provide all design services for the Project including, but not limited to, civil engineering services.

4. ASSIGNMENT:

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

5. PRELIMINARY RESEARCH:

- 5.1 As and for preliminary research before preparing the project design, Consultant will:
 - a. Perform a Document Search for utility as-builts.
 - 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, etc. relevant to project.
 - e. Research and/or obtain geotechnical reports and investigations, master plans, computer model data and field surveys.
 - f. Research all utility companies/agencies and acquire all available as-built and utility records.
 - g. Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by City.
 - h. 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.

6. UTILITY/AGENCY COORDINATION:

- 6.1 Coordination with utility companies and agencies must be in accordance with the latest version of the "Public Improvement Project Guide" (PIPG).
- 6.2 Consultant must identify utility conflicts during the initial stages of the design process.
- 6.3 Consultant must coordinate the design and installation of the utilities, which includes, but is not limited to, services for electric, communications, water, storm drainage, irrigation and sanitary systems, etc.
- 6.4 Easements for these utilities must be identified early in the design stage of the project and necessary information provided to City's Real Estate Department to allow City to complete acquisition during the design phase.

- 6.5 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.
- 6.6 Consultant must conduct utility meetings to coordinate relocations with utility/agency and establish relocation schedules.
- 6.7 Consultant must follow-up with the final design submittal for utility construction and coordination with the bid documents.
- 6.8 Consultant must incorporate the utility/agency private developer construction requirements into the bid documents.
- 6.9 Consultant to coordinate utility potholes of the project area. The utility potholes are preliminary estimated to include three (3) potholes along the project alignment. The consultant will provide a pothole table that includes a comment description regarding the need for the pothole to the City for review prior to proceeding with potholing.

7. GEOTECHNICAL INVESTIGATION:

- 7.1 Consultant to perform one (1) geotechnical boring in Pine Lake Way to a depth of 30-feet to define existing soil and pavement conditions.
- 7.2 Sub-surface soil conditions, established by the geotechnical investigations, must be incorporated into the bid documents in a manner usable to the excavation and foundation bidding and construction.

8. DESIGN BASIS REPORT (30 % Document Review):

- 8.1 Consultant shall prepare a design report for submittal to the City. Based on the available data, site investigations, and the City's design standards, Consultant will prepare a design report for the proposed pipeline modifications. The report will include preliminary plan sheets (no profiles), preliminary construction cost estimate, identification of any additional design issues and recommendations. Consultant will submit electronic pdf of the Design Basis Report for review. A review meeting will be conducted to discuss comments on the Design Basis Report. Consultant will prepare the agenda and meeting minutes.

9. DESIGN DEVELOPMENT (60 % Document Review):

- 9.1 Based on the approved Schematic Design Documents and any adjustments authorized by City in the program, schedule or construction budget, Consultant must prepare, for approval by City, Design Development Documents consisting of drawings and other documents. When the design is approximately sixty percent (60%) complete, Consultant must do the following:
 - a. Develop a site plan. Design must utilize established City of Chandler

- benchmarks and reference locations of benchmarks on the plans.
- b. Collaborate with City to define their requirements.
 - c. Create an outline specification.
 - d. Prepare plans, details, and notes as required to fix and describe the project.
 - e. 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. Value Engineer the design cooperatively with the entire design team and City's representatives. This effort will occur as early as effectively possible and consist of a focused meeting addressing: relationships of components, construction materials, and building systems.
 - g. Prepare a construction cost estimate for verification with the budget.
 - h. Conduct a full document set (plans & specs) review in the presence of all consultants and City's representatives and any other stakeholders.
 - i. Submit once to City's Project Manager and Development Services for comment drawing sets, specifications, calculations electronically. Include original comments received from previous review along with a review summary indicating action taken.
 - j. Schedule review meeting with 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.
 - k. Consultant will prepare the agenda and meeting minutes for meetings.

10. CONSTRUCTION DOCUMENTS (90 % Document Review):

10.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by City, Consultant must prepare, for approval by City, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. When the design is approximately ninety percent (90%) complete Consultant must do the following:

- a. Prepare plans, details, notes, and specifications as required to be able to bid and construct the project in its entirety.
- b. Conduct a full document set (plans & Specs) review in the presence of all consultants and City's representatives.
- c. Prepare a construction cost estimate for verification with the budget.
- d. Prepare bid alternates as necessary to assure budget can be met.
- e. Submit once to City's Project Manager for comment drawing sets, specifications, calculations electronically. Include original comments received from previous review along with a review summary indicating action taken.
- f. Consultant will prepare the agenda and meeting minutes for meetings.
- g. Maricopa County Environmental Service Department: One set of the agency review plans and specifications will be submitted to the Maricopa County Environmental Services Department for expedited review to obtain the Approval to Construct. One review meeting will be conducted to discuss any comments received from the County.
- h. Consultant shall submit and meet with the City of Chandler Development Services for their approval.

11. BID DOCUMENTS (100 % Documents):

- 11.1 Submit bid documents to Development Services electronically. Include comments received from previous review along with a review summary indicating action taken.
- 11.2 Pick-up plan review final comments and prepare stamped Mylar cover for reproduction. Consultant to provide two full size bond copies of the submittal documents once the cover is signed.
- 11.3 Provide City of Chandler with a copy of the AutoCAD files. Each building system must be “layered” so as to be able to isolate trades or engineering from architectural components or vice versa.

12. SRP COORDINATION

- 12.1 Consultant's effort to coordinate with SRP shall consist of:
 - Identify impacts on existing utilities
 - Discuss abandonment and review impacts on other utilities
 - Understand impact at crossings and identify scope of work (both SRP and utility relocation)
 - Identify extents of corridor (width and depth) along project alignment as required by Salt River Project
 - Coordinate project activities including review of project submittals.

13. CMAR COORDINATION

- 13.1 Consultant's effort to coordinate with CMAR shall consist of:
 - Solicit CM at Risk input during design development as appropriate
 - Provide information for cost estimating
 - Provide assistance with long-lead procurement activities
 - Evaluate alternative systems suggested by CMAR
 - Respond to constructability review comments
 - Prepare addenda as required
 - Assist and review during GMP development
 - Perform GMP proposal review and prepare recommendation to City

14. ADDITIONAL DESIGN PROJECT DESCRIPTION & SCOPE:

As the project has progressed SRP will now be undergrounding the 230kV from the Schrader electrical substation to Chandler Heights Road versus overhead. Due to this change, there was a delay in bringing the SRP consultant on board to start the design. This resulted in SRP not being able to provide the City with the 35-foot easement alignment exact location to determine the extents of the City utilities requiring relocation. In addition, the agreement with SRP states that the “City-owned underground utilities and obstructions will be cleared or abandoned in place no later than twelve (12) months following final approval of the Project CEC.” During project coordination SRP was tracking this approval for January 2022, and it was approved earlier than planned on December 16, 2021. Based on these delays the Consultant performed additional tasks to try to keep the project moving forward, knowing there was a timeline the work needed to be completed by in the agreement. The following are the tasks:

- 14.1 Additional revisions between 60% and 90% due to multiple changes in the proposed SRP 35-foot easement alignment on the Chaparral Way from Dobson Rd to Lake Dr plan set.
- 14.2 Preparation of a roll plot showing a proposed SRP 35-foot easement alignment for the entire project corridor based on survey information, due to SRP consultant selection being delayed. Review meeting with project team including Consultant preparing agenda and meeting minutes.
- 14.3 Research and meetings on water and sewer design components. The Consultant assumed the materials and details would be the same as the last utility relocation project for SRP and work effort was not budgeted for this work effort in the original scope of work. This includes two (2) coordination meetings one for potable water and one for gravity sewer.
- 14.4 Bi-weekly coordination meetings. Due to the delay in SRP's consultant coming on board and receiving the information needed for design and the 12-month time clock starting it was decided that bi-weekly coordination meetings would be held that were not included in the original scope of work. It is assumed up to 18 meetings will be held to coordinate the work and the Consultant will prepare the agenda and meeting minutes.
- 14.5 Consultant to coordinate utility potholes of the original scope project area. The utility potholes are preliminary estimated to include twenty-seven (27) potholes along the project alignment. The consultant to provide a pothole table that includes a comment description regarding the need for the pothole to the City for review prior to proceeding with potholing.

15. ALLOWANCES

a. DIRECT EXPENSES

Reimbursement of Direct Costs for Mileage, Printing, etc.

b. TOPOGRAPHIC SURVEY

Topographic Survey of Chandler Heights Road and Pine Lake Way, refer to attached Wood Patel proposal.

c. GEOTECHNICAL INVESTIGATION

Geotechnical Investigation of Pine Lake Way, refer to attached ATEK proposal.

d. POTHOLING

Utility Potholing of Project Alignment, refer to attached KC Locate proposal.

e. MCESD PERMIT FEES (EXPEDITED)

f. OWNER'S ALLOWANCE

ASSUMPTIONS, CLARIFICATIONS, AND EXCLUSIONS

1. Application fees for City reviews and permits will be paid by CITY.
2. The Owner's Allowance will only be utilized with prior written approval from the City representative.

EXHIBIT "B"
COMPENSATION AND FEES



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

<u>TASK DESCRIPTION</u>		<u>SUBTOTAL</u>
Task 1.0 Pre-Construction Assistance		\$ 2,720.00
1.1	Pre-Construction Assistance	\$ 2,720.00
Task 2.0 Engineering Design Services During Construction		\$ 111,280.00
2.1	Attend Construction Meetings	\$ 38,800.00
2.2	Respond to Requests for Information (RFI's)	\$ 26,760.00
2.3	Respond to Shop Drawing Submittals	\$ 45,720.00
Task 3.0 Design Project Description & Scope		
Task 4.0 Assignment		
Task 5.0 Preliminary Research		\$ 2,520.00
5.1	Perform Document Search and Research	\$ 970.00
5.2	Investigate Existing Conditions	\$ 580.00
5.3	Topographic Survey Coordination	\$ 970.00
Task 6.0 Utility/Agency Coordination		\$ 15,120.00
6.1	Coordination with Utilities (PIPG)	\$ 5,040.00
6.2	Identify Utility Conflicts	\$ 5,040.00
6.3	Coordination Design of Utilities	\$ 5,040.00
Task 7.0 Geotechnical Investigation		\$ 290.00
7.1	Geotechnical Investigation Coordination	\$ 290.00
Task 8.0 Design Basis Report (30%)		\$ 3,780.00
8.1	Design Basis Report	\$ 3,100.00
8.2	CofC Review Meeting	\$ 680.00
Task 9.0 Design Development (60%)		\$ 44,770.00
9.1	Prepare 60% CAD Base Plans	\$ 39,140.00
9.2	Prepare 60% Plans & Outline Specs	\$ 4,560.00
9.3	Coordinate 60% Cost Estimate	\$ 390.00
9.4	60% CofC Review/Meeting/Site Visit	\$ 680.00
Task 10.0 Construction Documents (90%)		\$ 71,510.00
10.1	Prepare 90% CAD Base Drwgs	\$ 65,100.00
10.2	Prepare 90% Plans & Draft Tech Specs	\$ 3,400.00
10.3	Coordinate 90% Cost Estimate	\$ 390.00
10.4	90% CofC Review/Meeting/Site Visit	\$ 680.00
10.5	Permit Submittals	\$ 1,940.00
Task 11.0 Bid Documents (100%)		\$ 22,730.00
11.1	Coordinate & Issue Bid Documents	\$ 21,370.00
11.2	Permit Submittals	\$ 1,360.00
Task 12.0 SRP Coordination		\$ 6,300.00
12.1	SRP Coordination	\$ 6,300.00
Task 13.0 CMAR Coordination		\$ 3,580.00
13.1	CMAR Coordination	\$ 3,580.00
Task 14.0 Additional Design Project Description & Scope		\$ 43,600.00
14.1	Additional Revisions to Plans Between Submittals	\$ 11,620.00
14.2	Prepare Roll Plot & Meeting	\$ 5,480.00
14.3	Research & Meetings on Design Components	\$ 5,440.00
14.4	Bi-Weekly Coordination Meetings	\$ 17,180.00
14.5	Utility Pothole Coordination	\$ 3,880.00
ALLOWANCES		\$ 116,211.30
	Allowance for Direct Expenses at Direct Cost	\$ 1,000.00
	Allowance for Topographic Survey (<i>refer to attached Wood Patel proposal</i>)	\$ 5,800.00
	Allowance for Geotechnical Investigation (<i>refer to attached ATEK proposal</i>)	\$ 5,611.30
	Allowance for Potholing (<i>refer to attached KC Locate proposal</i>)	\$ 54,000.00
	Allowance for MCESD Permit Fees (Expedited) at Direct Cost	\$ 9,800.00
	Owner's Allowance	\$ 40,000.00
TOTAL COST:		\$ 444,411.30

	Principal	Sr. PM	Project Engineer	Lead CAD Tech	Sr. Admin	< PROJECT ROLE	
	Uday Gandhe	Alan Palmquist	Veerender Garg	Geoff Leek	Monica Flores	< NAME OF PERSON	
	\$ 215.00	\$ 195.00	\$ 145.00	\$ 115.00	\$ 85.00	< HOURLY RATES	
TASK DESCRIPTION						TOTAL HOURS PER TASK	
Task 1.0 Pre-Construction Assistance	0	8	8	0	0	16	
1.1 Pre-Construction Assistance		8	8				
Task 2.0 Engineering Design Services During Construction	16	208	464	0	0	688	
2.1 Attend Construction Meetings	16	104	104				
2.2 Respond to Requests for Information (RFI's)		48	120				
2.3 Respond to Shop Drawing Submittals		56	240				
Task 3.0 Design Project Description & Scope	0	0	0	0	0		
Task 4.0 Assignment	0	0	0	0	0		
Task 5.0 Preliminary Research	0	4	12	0	0	16	
5.1 Perform Document Search and Research		2	4				
5.2 Investigate Existing Conditions			4				
5.3 Topographic Survey Coordination		2	4				
Task 6.0 Utility/Agency Coordination	0	24	72	0	0	96	
6.1 Coordination with Utilities (PIPG)		8	24				
6.2 Identify Utility Conflicts		8	24				
6.3 Coordination Design of Utilities		8	24				
Task 7.0 Geotechnical Investigation	0	0	2	0	0	2	
7.1 Geotechnical Investigation Coordination			2				
Task 8.0 Design Basis Report (30%)	0	6	18	0	0	24	
8.1 Design Basis Report		4	16				
8.2 CofC Review Meeting		2	2				
Task 9.0 Design Development (60%)	0	28	130	172	8	338	
9.1 Prepare 60% CAD Base Plans		16	112	172			
9.2 Prepare 60% Plans & Outline Specs		8	16		8		
9.3 Coordinate 60% Cost Estimate		2					
9.4 60% CofC Review/Meeting/Site Visit		2	2				
Task 10.0 Construction Documents (90%)	4	48	234	232	8	526	
10.1 Prepare 90% CAD Base Drwgs	4	32	216	232			
10.2 Prepare 90% Plans & Draft Tech Specs		8	8		8		
10.3 Coordinate 90% Cost Estimate		2					
10.4 90% CofC Review/Meeting/Site Visit		2	2				
10.5 Permit Submittals		4	8				
Task 11.0 Bid Documents (100%)	2	16	76	68	4	166	
11.1 Coordinate & Issue Bid Documents	2	12	72	68	4		
11.2 Permit Submittals		4	4				
Task 12.0 SRP Coordination	4	16	16	0	0	36	
12.1 SRP Coordination	4	16	16				
Task 13.0 CMAR Coordination	4	8	8	0	0	20	
13.1 CMAR Coordination	4	8	8				
Task 14.0 Additional Design Project Description & Scope	4	84	112	88	0	288	
14.1 Additional Revisions to Plans Between Submittals		4	24	64			
14.2 Prepare Roll Plot & Meeting		8	8	24			
14.3 Research & Meetings on Design Components		16	16				
14.4 Bi-Weekly Coordination Meetings	4	48	48				
14.5 Utility Pothole Coordination		8	16				



ADDITIONAL SERVICES AGREEMENT

2051 W Northern Ave #100
Phoenix AZ 85021
P: 602.335.8500
F: 602.335.8580
www.woodpatel.com

Client Wilson Engineers	Date January 4, 2022
Contact Mr. Alan E. Palmquist, PE 1620 West Fountainhead Parkway, Suite 501 Tempe, AZ 85282	Project Chandler Heights Wet Utilities Relocation
Phone 480.893.8860	Project No. WP# 215287.80
Email alan.palmquist@wilson-engineers.com	Re Additional Topographic Survey
	Project Manager Brian J. Diehl, RLS

This confirms our understanding that the following extra work is authorized to proceed per the terms of our original agreement, once approved by the Client.

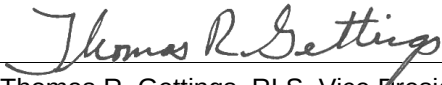
Wood, Patel & Associates, Inc. (WOODPATEL) will provide a full street Topographic Survey for 600-feet east of the mapping extents for a total of 1000-feet east of the Union Pacific Railroad and provide utility locations and street topo on Pine Lake Way as shown on Exhibit attached. Control map will also be updated to include additional areas.

WOODPATEL is proceeding based on authorization received via
☒ Written authorization ☐ Verbal/Email

Services to be
Fixed fee of **\$5,800**, plus standard reimbursable expenses.

Please sign and return this form.

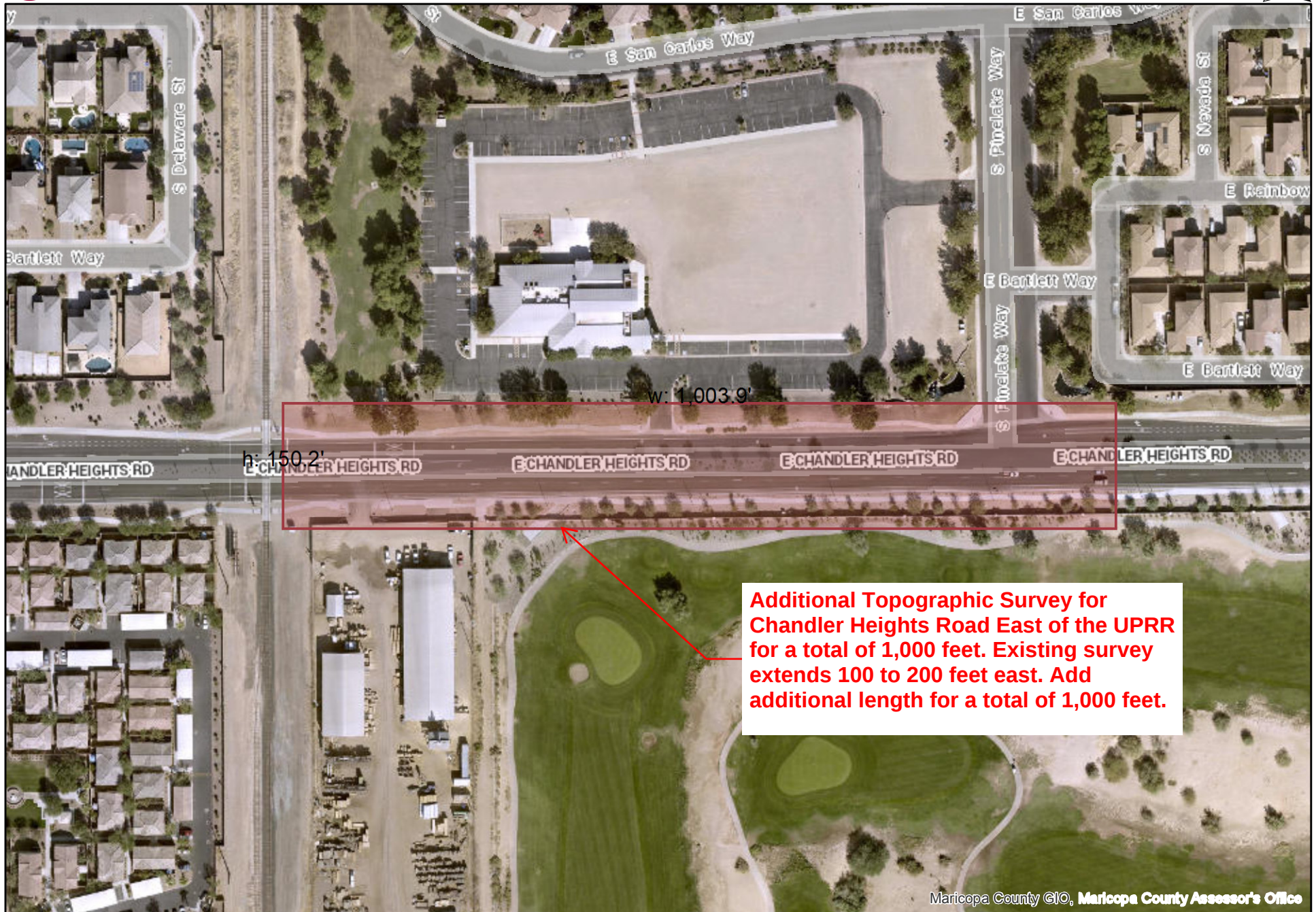
Wood, Patel & Associates, Inc.

	January 4, 2022
Thomas R. Gettings, RLS, Vice President	Date

Professional Services Approved By	Date
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Map





Map





January 7, 2022
File Number: 220001

Attention: Alan Palmquist, P.E.
Wilson Engineers
1620 W. Fountainhead Parkway, Suite 501
Tempe, Arizona 85282

Re: Proposal for Geotechnical Subsurface Exploration
Pinelake Way Additional Boring
Chandler, Arizona

ATEK Engineering Consultants, LLC (ATEK) is pleased to present this proposal to perform a geotechnical subsurface exploration at the above referenced site. This proposal is based on a request for proposal received via email on December 28, 2021.

ATEK is committed to providing a high level of service to its clients, commensurate with their wants and needs. If a portion of this proposal does not meet your needs, or if those needs have changed, ATEK will consider appropriate modifications, subject to the standards of care to which we adhere as professionals. We look forward to the opportunity to serve you.

PROJECT UNDERSTANDING

The proposed project consists of drilling one geotechnical exploratory boring on Pinelake Way south of Ocotillo Road in Chandler, Arizona. The results from the exploratory boring and supplemental laboratory testing will be utilized by Wilson Engineers for the Chandler Heights Utility Relocation Project in Chandler, Arizona. Supplemental lab testing will include corrosivity testing at the boring location using the Table A.1 found in Appendix A of the American National Standard Polyethylene Encasement for Ductile-Iron Pipes Systems (ANSI/AWWA C105/A21.5-99,) dated 1999, i.e. 10 point system. An addendum letter report will be added to the existing Geotechnical Report titled *Chandler Heights Utility Relocate* dated October 27, 2021.

COST AND SCHEDULE

ATEK proposes to provide the geotechnical services as detailed below on a lump sum basis. This fee also assumes that one (1) color PDF report will be provided. Extra 'hard copy' reports will be provided if requested prior to the initial report printing.

Item	Cost
Geotechnical Subsurface Exploration	\$ 5,611.30

Services will be scheduled upon receipt of your authorization to proceed. We understand that the Client will provide access to the property through an encroachment permit. ATEK will apply for encroachment permit and traffic control permits. We estimate that our geotechnical scope of services will be complete within twenty to thirty (20 to 30) calendar days from notice to proceed to close out of scope of services. If necessary ATEK can adjust the geotechnical exploration schedule to accommodate project requirements. A geotechnical engineering addendum letter will be prepared and issued.

SCOPE OF SERVICES

A geotechnical subsurface exploration is required to develop information relative to existing site soil. ATEK proposes to provide the following scope of services:

111 SOUTH WEBER DRIVE, SUITE 1
CHANDLER, AZ 85226

WWW.ATEKEC.COM

P (480) 659-8065
F (480) 656-9658

- Perform a review of pertinent documents provided by the client regarding geotechnical information associated with the property.
- Perform a geotechnical site reconnaissance.
- Review available construction information for the proposed structure as it relates to the geotechnical characteristics of the site.
- Explore the existing subsurface conditions by drilling one (1) soil boring to a depth of thirty (30) feet to determine information relative to subsurface soil conditions. The soil test borings will be advanced using a hollow stem auger to the proposed depth or to auger refusal, whichever occurs first. Representative soil samples will be obtained between the surface and a depth of 2.5 feet, at 5 feet, and at 5-foot intervals thereafter using standard sampling procedures.
- To identify if groundwater is encountered during drilling of boring.

ASSUMPTIONS

Our proposed Scope of Services and cost estimate are based on the following assumptions:

- The project owner will provide right-of-entry to all locations of the borings through an approved encroachment permit.
- Locations of the borings will be cleared by “Blue Stake”.
- Traffic control will consist of a traffic control barricade company, as necessary.
- The Scope of Services included within our fee estimate does not include any services in connection with the discovery of potential contamination during our drilling and sampling operations. In the event that such material is suspected, we will notify you immediately for direction before proceeding on any out-of-scope services.
- The boring will be backfilled with ½ sack ABC slurry using an onsite mobile mix truck.
- The asphaltic concrete pavement will be temporarily repaired with cold patch for a minimum of 24-hours until ABC slurry cures.
- The asphaltic concrete pavement will be saw cut (12-inch by 12-inch square) and will be patched back with asphalt to the approximate depth of existing pavement.
- Hot mix asphalt (1/2-inch) stored at ATEK’s asphalt lab will be utilized to repair the boring cut through asphalt. Mix will be heated and compacted in the field.
- This proposal assumes that the site is accessible with a truck-mounted drill rig, under its own power, without the need for towing or pushing.
- ATEK will not drill any boring on the Union Pacific Railroad right-of-way.
- This proposal includes drilling to a maximum depth of 30 feet below existing site grade, if deeper borings are required, we will need to revise our Scope of Work and fee estimate.
- Any service or cost not specifically included in this proposal is not included in the Scope of Services and associated fee. Costs generated from any services requested by the client that are outside the above Scope of Services will be charged to the client.

At the completion of the fieldwork, representative samples will be sealed in plastic bags or brass and plastic containers and transported to our laboratory. The samples will then be classified in general accordance with the Unified Soil Classification System (USCS) and reviewed by a geotechnical engineer. Field boring logs will be prepared presenting a description of the soils encountered by the borings. Laboratory testing completed for this project will include natural moisture contents, percent passing a No. 200 sieve, Atterberg limits, one dimensional consolidation tests, undisturbed ring densities, sulfate contents, chloride contents, expansion index (as required), pH and resistivity tests. All tests will be performed in general accordance with applicable ASTM procedures.

Based upon our analyses, a geotechnical engineering addendum letter will be prepared and issued. The following items will be included in the letter:

- A brief review of our field and laboratory procedures and all test results, including boring logs;
- A discussion of the general subsurface conditions including soil and groundwater conditions;
- A review of the proposed construction design conditions;
- Any unsatisfactory soil conditions (if applicable) and recommended remedial measures;
- Design criteria related to the recommended design values for buried pipes;
- Recommended pavement sections for the pavements (trench repairs);
- Recommended construction procedures and quality control measures related to foundations and earthwork;
- A brief review of our field and laboratory procedures and all test results, including boring location plan. All fourteen borings will be tested for corrosion using Table A.1 found in Appendix A of the American National Standard for Polyethylene Encasement for Ductile-Iron Pipes Systems (ANSI/AWWA C105/A21.5-99), dated 1999, i.e. 10-point system.
- Pavement section recommendations for Pinelake Way.

AUTHORIZATION

The work will be conducted in accordance with the attached General Conditions. Your signature on this proposal indicates your acceptance of these Conditions and authorization for ATEK to proceed with the Scope of Services outlined herein. If this proposal is acceptable, we can begin work as soon as we receive an ORIGINAL signature in the “acceptance” field.

If there is a need for any change in the scope of services or schedule described in the proposal, please call us immediately. Changes may require revision of the proposed fee, which will be communicated to you upon assessment of the requested changes effect on the fee.

LIMITATIONS

ATEK will perform its services in a manner consistent with the standards of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services will be performed. No warranty or guarantee, express or implied, is provided as part of the services offered by this proposal. This proposal

neither makes nor intends a warrantee or guarantee, express or implied, nor does it create a fiduciary responsibility to Client by Consultant.

TERMS AND CONDITIONS

All terms and conditions indicated in this proposal and in the attached General Conditions will be considered by both parties to be in effect from the effective date of the signed proposal through completion of the project. The proposal will remain in effect for 60 days from its date, and thereafter shall be null and void unless it has been signed for the work proposed.

We sincerely appreciate the opportunity to be of service and look forward to working with you on this project.

Sincerely,
ATEK Engineering Consultants, LLC.



Antonio Lopez, PE
Project Manager



Armando Ortega, PE
Principal Geotechnical Engineer

Enclosure: General Conditions 2022

Client agrees to the Scope of Services described in this Proposal and Cost Estimate and the General Conditions attached and incorporated herein.

By: _____
Wilson Engineers

Title: _____

Date: _____



**PROPOSAL - Phase 1
CONSULTANT
PROPOSAL SUMMARY**

SUBCONSULTANT: ATEK Engineering Consultants, LLC.

CONTRACT NO.: TBA

PROJECT NAME: Pinelake Way Additional Boring

DIRECT LABOR for TASK			
Classifications	Man-hours	Hourly Rates	Labor
Senior Project Engineer/Manager	1	\$ 125.00	\$ 125.00
Project Engineer	2	\$ 120.00	\$ 240.00
Staff Engineer	12	\$ 97.00	\$ 1,164.00
Staff Engineer Permit Application	2	\$ 97.00	\$ 194.00
Secretary/Clerical	1	\$ 50.00	\$ 50.00
TOTAL	18		

Sub consultant's Total Direct Labor for Task(s) \$ 1,773.00

DIRECT AND OUTSIDE EXPENSES for TASK(S)			
DESCRIPTION			EXPENSE AMOUNT
Mileage	44	\$ 0.575	\$ 25.30
Outside Services - Pen Hall Company	1	\$ 450.00	\$ 450.00
Outside Services - Traffic Control	10	\$ 120.00	\$ 1,200.00
Outside Services - Drill Rig	6	\$ 185.00	\$ 1,110.00
Outside Services - Asphalt Repair/Compactor Renta	1	\$ 200.00	\$ 200.00
Outside Services - 1/2-Sac Slurry Mobile Mix	1	\$ 400.00	\$ 400.00
Hydrometer Analysis, Assumed Specific Gravity		\$ 167.00	\$ -
Moisture Content	1	\$ 19.00	\$ 19.00
Full Sieve Analysis, Coarse and Fine, washed	1	\$ 92.00	\$ 92.00
Plasticity Index (dry)	1	\$ 81.00	\$ 81.00
Consolidation		\$ 195.00	\$ -
Undisturbed Moisture/Unit Weight	1	\$ 28.00	\$ 28.00
One-Dimensional Expansion (Remolded)		\$ 140.00	\$ -
pH and Resistivity of Soils and Aggregate	1	\$ 113.00	\$ 113.00
Direct Shear		\$ 370.00	\$ -
Moisture-Density Relationship (Proctor)		\$ 135.00	\$ -
Redox and Sulfide	1	\$ 120.00	\$ 120.00

Sub Consultant's Total of Direct and Outside Expenses \$ 3,838.30

Sub Consultant's Total Labor \$ 1,773.00

Sub Consultant's PROPOSED FEE \$ 5,611.30



Subsurface Utility Services

UNDERGROUND UTILITY SURVEYS
WE DESIGNATE AND LOCATE UNDERGROUND UTILITIES

KC Locate, LLC

25440 N. 93rd Ave Peoria, AZ 85383
(623)825-0230 MBL: (602) 702-2582
Lic# ROC 199433

Proposal/Contract

Attn: Alan Palmquist

Wilson Engineers

9633 S. 48th St.

Suite 290

Phoenix

AZ 85044

Fax: (480) 893-8968

Bus: (480) 893-8860

Client ID: WILS00

Issued Dated: 12/28/2021

Our TaskID: 202100335

Client Ref:

Project Name: Chandler Heights Utility Relocation Project

KC Locate LLC (hereinafter referred to as KC Locate), shall provide scope of services as requested by: Wilson Engineers (hereinafter referred to as Client). Services will be conducted in accordance with Attachment A, KC Locate's standard terms and conditions, unless otherwise expressly noted, in writing, prior to the execution of this contract.

SCOPE Provide Subsurface Utility Location services to determine horizontal and vertical
OF underground utility positions.
SERVICES:

COMPENSATION: KC Locate agrees to perform the above Scope of Services for consideration of:

Task Total: \$54,000.00

Estimated for 30 spotholes at \$1800.00 per spothole. (20 hole minimum) Certified-Survey W/CAD for spotholes! To start the process please respond by signing the proposal, terms & conditions to be sent back.

ADDITIONAL COST EXCEPTIONS / INCLUSIONS as noted and Provided By:	* City/County/DOT encroachment permits.....	INCLUDED
	* Special 'Inspection' Bonding by City/County/DOT.....	INCLUDED
	* Pre-marking utility survey area; as required by state law.....	INCLUDED
	* Notification of One-Call Service, (USA, DigAlert, Blue Stake).....	INCLUDED
	* Special Traffic Control, plans, barricading and signs.....	INCLUDED
	* Daily mobilization and demobilization.....	INCLUDED
	* Daily Per-Diem (2man crew) if necessary.....	\$140/day

SCHEDULE: KC Locate shall commence work upon receipt of this executed contract with services estimated to start on: _____ and be completed by: _____

This proposal and its provisions will expire after: 4/4/2022

APPROVALS:

For KC Locate:

Printed: Kenneth Cole

Title: President

Date: 12/28/2021

For Client: _____

Printed:

Title:

Date:

...To engage our services, please sign above and return copy with original signature to address below.

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

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.