



PROFESSIONAL SERVICES AGREEMENT
Design Services
WILDLIFE EXCLUSION PERIMETER FENCE
Project No. AI2203.201
Council Date: March 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 **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 **WILDLIFE EXCLUSION PERIMETER FENCE** 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 **180** 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 **\$107,830** 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:	Mailing Address: Physical Address: (if different than physical address) Statutory Agent Name: Statutory Agent Mailing Address: Statutory Agent Physical Address: (if different than physical address) CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE Name: Ryan Toner Title: Phone: 602-957-1155 Email: ryan.toner@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 ("Indemnitee") from any and all claims, actions, liabilities, damages, losses or expenses

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

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

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

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

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

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

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

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

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

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

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

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

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

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control

and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or

contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

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

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

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

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

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

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

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E - Federal Requirements (if applicable)

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

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

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

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

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

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

SIGNATURE PAGE TO FOLLOW

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

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

"CITY"
CITY OF CHANDLER

MAYOR

Recommended By:

Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

MM3

ATTEST:

City Clerk

Seal

"CONSULTANT"

Dibble & Associates Consulting Engineers, Inc. dba
Dibble Engineering

Ryan Toner *02/14/22*

Signature Date

Ryan Toner

Print Name

Vice President

Title

ryan.toner@dibblecorp.com

Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

p 602.957.1155 | 7878 North 16th Street, Suite 300
f 602.957.2838 | Phoenix, AZ 85020

dibblecorp.com

December 21, 2021

City of Chandler
Chandler Municipal Airport
2380 S. Stinson Way
Chandler, AZ 85286

Attention: Mr. Hafiz Noor
Project Manager, Public Works & Utilities Department
City of Chandler

RE: DESIGN AND BID PHASE SERVICES PROPOSAL
Project No. AI2203.201
Chandler Airport On-Call (2021-2023)
Wildlife Exclusion Perimeter Fence

We appreciate the opportunity to provide Design and Bid-Phase Services to the City of Chandler for the Wildlife Exclusion Perimeter Fence project at Chandler Municipal Airport. Dibble will provide the engineering design, specifications, estimated material quantities, preparation of engineer's opinions of construction costs, and bid-phase services for these improvements which will consist of the installation of wildlife exclusion barrier and upgrading or replacing chain link fence. Dibble, as the prime consultant, is proposing to complete the Scope of Work, as included in this proposal, for the following fees:

Design and Bidding Phase Services (Lump Sum):

1. Dibble	Base Fee	\$87,390.00
2. Dibble	Allowances for Expenses	\$7,500.00
3. Dibble	Owner's Allowance.....	\$10,000.00
4. SWCA.....	Environmental Coordination.....	\$2,940.00

Project Total \$107,830.00

Transmitted herewith is Exhibit A, containing our proposed Scope of Work; Exhibit B, containing our Fee Schedule and Estimated Manhour matrix; the Production Schedule and the Project Scope Exhibit.

We are very much looking forward to working with the City of Chandler and Chandler Municipal Airport on this project. If you need additional information or have questions, please do not hesitate to call.

Sincerely,
Dibble



Ryan W. Toner, P.E.
Vice President, Airport Development Practice Leader



Duane H. Dana, P.E.
Project Manager

Dibble

Enclosures

DIBBLE

**CHANDLER MUNICIPAL AIRPORT
WILDLIFE EXCLUSION PERIMETER FENCE
PROJECT NO. AI2203.201
DESIGN AND BID PHASE SERVICES**

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

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

- 1.1 Consultant will provide services for the design, development of construction documents, and specified bidding services for the development of wildlife exclusion perimeter fencing improvements, located at the Chandler Municipal Airport, Chandler, Arizona, all as more specifically described herein below.
- 1.2 The facility design may include, but not be limited to, installing approximately 18,000 LF of wildlife exclusion barrier along the existing perimeter fence; replacing sections of damaged chain link fence; and upgrading existing vehicle swing gates and fence to reduce wildlife breaches.
- 1.3 The project design, construction, furnishing and equipping budget is \$1,107,500.00. All design, construction and furnishing of the project are intended to be completed within this budget, however, it is not guaranteed. Consultant will assist the City in evaluating the budget throughout the design and bidding process.
- 1.4 Consultant will provide all design services for the project including, but not limited to, environmental studies, topographic survey, and civil engineering services.
- 1.5 All plans are to be prepared in AutoCAD Civil 3D 2019 (or current version used by City of Chandler). All work will be prepared in conformance to FAA and MAG standards (as amended by the City of Chandler).

2. ASSIGNMENT:

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

3. PROJECT SCHEDULE:

- 3.1 Consultant must perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference.
- 3.2 Consultant must adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of City. Consultant must revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. Consultant must take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist the Consultant.
- 3.3 Consultant will make monthly "Design and Progress Reports", including invoicing, to the City of Chandler in a format acceptable to the City.
- 3.4 This proposal is based on a 6-month project schedule from the Notice to Proceed and includes approximately three (3) months for the environmental review/coordination process (CATEX) concurrent with six (6) months for design.

The following are the anticipated submittal stages and items for each submittal:

30% Submittal:

- The documents in Task 9.1 will be uploaded as pdfs to a webshare link.
- One (1) full-size (24"x36") set of plans;
- Six (6) half-size (11"x17") sets of plans;
- Two (2) copies of Draft Engineer's Design Reports (EDR) with quantities and the Engineer's Opinion of Probable Construction Cost (EOPCC);

60% Submittal:

- The documents in Task 10.1 will be uploaded as pdfs to a webshare link.
- One (1) full-size set of plans;
- Six (6) half-size sets of plans;
- Two (2) sets of draft contract documents and specifications;
- Two (2) copies of Construction Safety and Phasing Plan (CSPP);
- Two (2) copies of Draft EDR with quantities and EOPCC;

95% Pre-Final Submittal:

- The documents in Task 11.1 will be uploaded as pdfs to a webshare link.
- Six (6) full-size sets of sealed plans (for final review by Capital Projects);
- Six (6) half-size sets of sealed plans;

- Six (6) sets of sealed pre-final contract documents and specifications for final review by Capital Projects);
- Six (6) copies of pre-final CSPP (for final review by Capital Projects);
- Six (6) copies of sealed pre-final EDR with quantities and EOPCC (for final review by Capital Projects)

100% Bid-Set Submittal:

- The documents in Task 12.1 will be uploaded as pdfs to a webshare link;
- Three (3) full-size sets of sealed plans with one (1) mylar cover sheet;
- Six (6) half-size sets of sealed plans;
- Two (2) sets of sealed contract documents and specifications;
- Two (2) copies of Final CSPP;
- Two (2) copies of sealed Final EDR with quantities and EOPCC;

4. QUALITY CONTROL:

- 4.1 Consultant must institute and comply with the Design Quality Control Plan.
- 4.2 As a part of the project design Consultant will develop a quality control plan for the entire construction phase. This Quality Control Plan will establish what elements should and must be seen by each consultant during construction. Identify what is in the project, which will be required to have a UBC "special Inspection" by the design engineer. **(Not Applicable).**
- 4.3 In addition to the continual quality assurance reviews performed by senior practice staff, Consultant will perform additional quality control reviews prior to each submittal utilizing a standardized checking processes by Consultant's Quality Director. Each subconsultant will be responsible for their own Quality Assurance/Quality Control program; however, the Quality Director will review all combined project documents for consistency amongst the design elements before each submittal.

5. PRELIMINARY RESEARCH:

- 5.1 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 City policies, regulations, standards, design manuals, and requirements, etc. relevant to project.
 - c. Research all utility companies/agencies and acquire all available as-built and utility records.

- d. Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by City.
- e. 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.
 - i. Consultant will use existing survey and existing CAD files to prepare a Survey Control Plan and Base Map for the project.
 - 1. A survey base map will be developed in AutoCAD Civil 3D 2019 showing and distinguishing all visible existing features and utilities based on field observations and available record data.
 - ii. Consultant will gather additional survey if required (Allowance).
 - 1. Initial Field Survey Meeting: Consultant Engineering staff, survey staff, City and CHD staff will meet in the field to review and confirm locations of survey to be captured that may not have been reflected in as-built information.
 - 2. Control Establishment and Field Survey: The survey will be a topographic survey only, based on the North American Vertical Datum of 1988 (NAVD 88). For horizontal control, Consultant will use the Arizona State Plane Coordinate System, Central Zone, to facilitate the topographic survey effort. Global Positioning Systems (GPS), conventional and differential leveling will all be utilized to establish required control and will be tied to existing airport control.

Topographic features will be located with an accuracy of 0.05' ($\pm$), with a confidence rating of 95%.

No new permanent control will be established with this project. The survey will include horizontal and vertical locations of existing pavements, facilities, striping, lighting, utilities and manhole invert elevations impacted by this project. A 50-foot grid will be utilized for interior shots to assist with grade control during design. Existing visible storm drain manholes and inlets will be opened, pipe sizes confirmed and invert flow lines measured, compared and confirmed from record drawings.

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 potential utility conflicts during the initial stages of the design process. There are no conflicts anticipated for this project as the proposed developments are not expected to disturb the existing ground beyond the the original/existing improvements.
- 6.3 Consultant must submit preliminary plans to utilities/agencies for review and comment to confirm the presence of nearby facilities to be protected in place or conflicts and if so what design there may be required for service improvements or any necessary relocations.
- 6.4 Consultant will, if necessary, conduct utility meetings to coordinate relocations with utility/agency and establish relocation schedules.
- 6.5 Consultant will, if necessary, follow-up with the final design submittal for utility construction and coordination with the bid documents.
- 6.6 Consultant will, if necessary, incorporate the utility/agency private developer construction requirements into the bid documents.
- 6.7 Consultant has completed an initial environmental review of the proposed project and through consultation with the FAA has determined that the proposed project is a categorially excluded federal action that does not individually or cumulatively have a significant effect on the human environment, and for which, neither an EA nor EIS is required.

Therefore, since the project does not include federal funding or revisions to the Airport Layout Plan, the FAA has confirmed that the project shall follow the ADOT environmental clearance process. Dibble will develop and submit the ADOT Environmental Determination Checklist for approval in accordance with all State requirements.

- a. CATEX Development & Production: SWCA will perform field investigations and prepare the biological and cultural resource studies needed for the project area in support of Consultant's preparation of the Environmental Checklist. Consultant will review, provide comments, and include the final studies into the submittal. Refer to SWCA's Scope of Work (attached) for additional information.

7. GEOTECHNICAL INVESTIGATION: (Not applicable).

8. PROGRAMMING:

- 8.1 Consultant must meet with City staff to ascertain the requirements of the Project and will arrive at a mutual understanding of such requirements.
 - a. Project Kick-Off Meeting: This meeting will be held with the City and Airport staff at the very beginning of the project. Discussion items will include the design team, control of correspondence, design standards, design schedule, submittals, and coordination of impacts to airport operations/tenants.
- 8.2 Consultant will provide project management and coordination of the design team and will provide coordination between design team members, the City, Airport, and other interested stakeholders.

9. SCHEMATIC DESIGN (30% Document Review):

- 9.1 When the design is approximately thirty percent complete, Consultant must prepare and submit the following:
 - a. 30% Design Plans: Consultant shall prepare plan sheets which may include the following: general construction notes, design legend and abbreviations; airport access location, contractor's haul route, staging and storage yard; construction phasing and barricading plans; demolition and construction plans; and other informational sheets as necessary.
 - b. 30% Quantities and EOPCC: Based on the 30% design plans and anticipated technical specifications, Consultant shall develop an EOPCC on a unit price basis. Unit pricing will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
 - c. Draft EDR: The engineer's design report shall provide the design criteria and standards used in developing the construction documents (i.e. plans and anticipated technical specifications) and document the work and results of any investigative efforts. The report shall cover the following: airport and project descriptions; critical environmental and archeological aspects or documents including approved Categorical Exclusion; relevant design standards; topographic survey and control; civil design considerations and recommendations; and a list of anticipated technical specifications. The draft engineer's design report shall also include airport and project location exhibits

and appendices such as the EOPCC, and any other design elements as needed to document design intent.

- d. 30% City/Airport/AOT Review Meeting: This meeting will be held shortly after the 30% Submittal with representatives from the City, Airport, and ADOT Aeronautics to review the 30% submittal package and discuss any comments from these agencies.
- e. Plans-in-Hand Site Visit: Shortly after the 30% Submittal and before proceeding with the remainder of the project, Consultant will perform a plans-in-hand site visit to visually compare the plans to existing field conditions. Design elements will be reviewed and/or confirmed in the field such as utilities infrastructure and structures (visible in the field), grades, project limits, etc.
- f. Internal QA/QC Project Review: (See Task 4)

10. DESIGN DEVELOPMENT (60% Document Review):

- 10.1 Based on the approved Schematic Design Documents and any adjustments in the scope or quality of the Project or in the construction budget authorized by City, Consultant must prepare, for approval by City, the Design Development Documents. When the design is approximately sixty percent (60%) complete, Consultant must prepare and submit the following:
 - a. Construction Phasing Workshop: After comments have been received from the City and Airport for the 30% submittal, Consultant will meet with City and Airport staff in a workshop setting to review considerations for construction duration(s), construction cost impacts, impacts to airport operations, safety, and accessibility with the ultimate outcome of developing a preferred construction phasing methodology.
 - b. 60% Design Plans: The 60% plans submission shall include those plan sheets noted in the 30% design plans and shall also include detailed construction phasing and aircraft detouring plans, and construction details.
 - c. Draft Contract Documents and Specifications: Contract documents, technical specifications, special provisions, and FAA general provisions will be compiled and developed for review by the City and Airport.
 - d. 60% Quantities and EOPCC: Based on the 60% design plans and technical specifications, Consultant shall develop an EOPCC on a unit price basis. Unit

pricing will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.

- e. Draft EDR: The engineer's design report shall provide all the design criteria and standards used in developing the construction documents (i.e. plans and technical specifications) and document the work and results of investigative efforts.
- f. Draft CSPP: A CSPP will be developed to be included in the contract documents as guidance to the contractor on important safety standards and regulations that are typically required on airport construction projects. The CSPP will be prepared in accordance with the most recent edition of FAA Advisory Circular (AC) 150/5370-2G.
- g. 60% City/Airport Review Meeting: This meeting will be held shortly after the 60% Submittal with representatives from the City and Airport to review the 60% submittal package. The team will discuss any comments from the City and Airport and coordinate the bidding timeline.
- h. Plans-in-Hand Site Visit: Shortly after the 60% Submittal and before the 95% submittal, Consultant will perform a plans-in-hand site visit to visually compare the plans to existing field conditions. Design elements will be reviewed and/or confirmed in the field such as utility infrastructure and structures, pavement markings, general slopes, project limits, etc.
- i. Internal QA/QC Project Review: (See Task 4)

11. CONSTRUCTION DOCUMENTS (95% Document Review):

- 11.1 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, the Construction Documents. When the design is approximately ninety five percent (95%) complete, Consultant must prepare and submit the following:
 - a. 95% Design Plans: The 95% plans submission shall include those plan sheets noted in the 60% design plans.
 - b. Pre-Final Contract Documents and Specifications: Contract documents, technical specifications, special provisions, and FAA general provisions will be compiled and developed for final review/approval by the City and Airport. This set will also be coordinated with the City's Project Manager to determine project advertisement and bidding dates.

- c. 95% Quantities and EOPCC: Based on the 95% design plans and technical specifications, Consultant shall develop an EOPCC on a unit price basis. Unit pricing will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
- d. Pre-Final EDR: The engineer's design report shall provide all the design criteria and standards used in developing the construction documents (i.e. plans and technical specifications) and document the work and results of investigative efforts. This will be provided to the City and Airport at this submittal level for final review and approval.
- e. Pre-Final CSPP: A CSPP will be developed to be included in the contract documents as guidance to the contractor on important safety standards and regulations that are typically required on airport construction projects. The CSPP will be prepared in accordance with the most recent edition of FAA Advisory Circular (AC) 150/5370-2G. This will be provided to the City and Airport at this submittal level for final review and approval.
- f. 95% City/Airport Review Meeting: This meeting will be held shortly after the 95% Submittal with representatives from the City and Airport to review the 95% submittal package. The team will discuss any comments from the City and Airport and coordinate the bidding timeline.
- g. Plans-in-Hand Site Visit: Shortly after the 95% Submittal and before the final submittal (Bid Documents), Consultant will perform a plans-in-hand site visit to visually compare the plans to existing field conditions. Design elements will be reviewed and/or confirmed in the field such as utility infrastructure and structures, pavement markings, general slopes, project limits, etc.
- h. Internal QA/QC Project Review: (See Task 4)

12. BID DOCUMENTS (100% Final Documents):

- 12.1 Submit bid documents to Development Services for building permit. All plans, specifications and the Engineer's Design Report will be stamped.
 - a. 100% Bid Plans: Sealed plans shall have all internal and external review comments by the City and Airport incorporated and addressed and modifications made during final site visits.
 - b. Bid Contract Documents and Specifications: Sealed contract documents, technical specifications, special provisions, and FAA general provisions shall

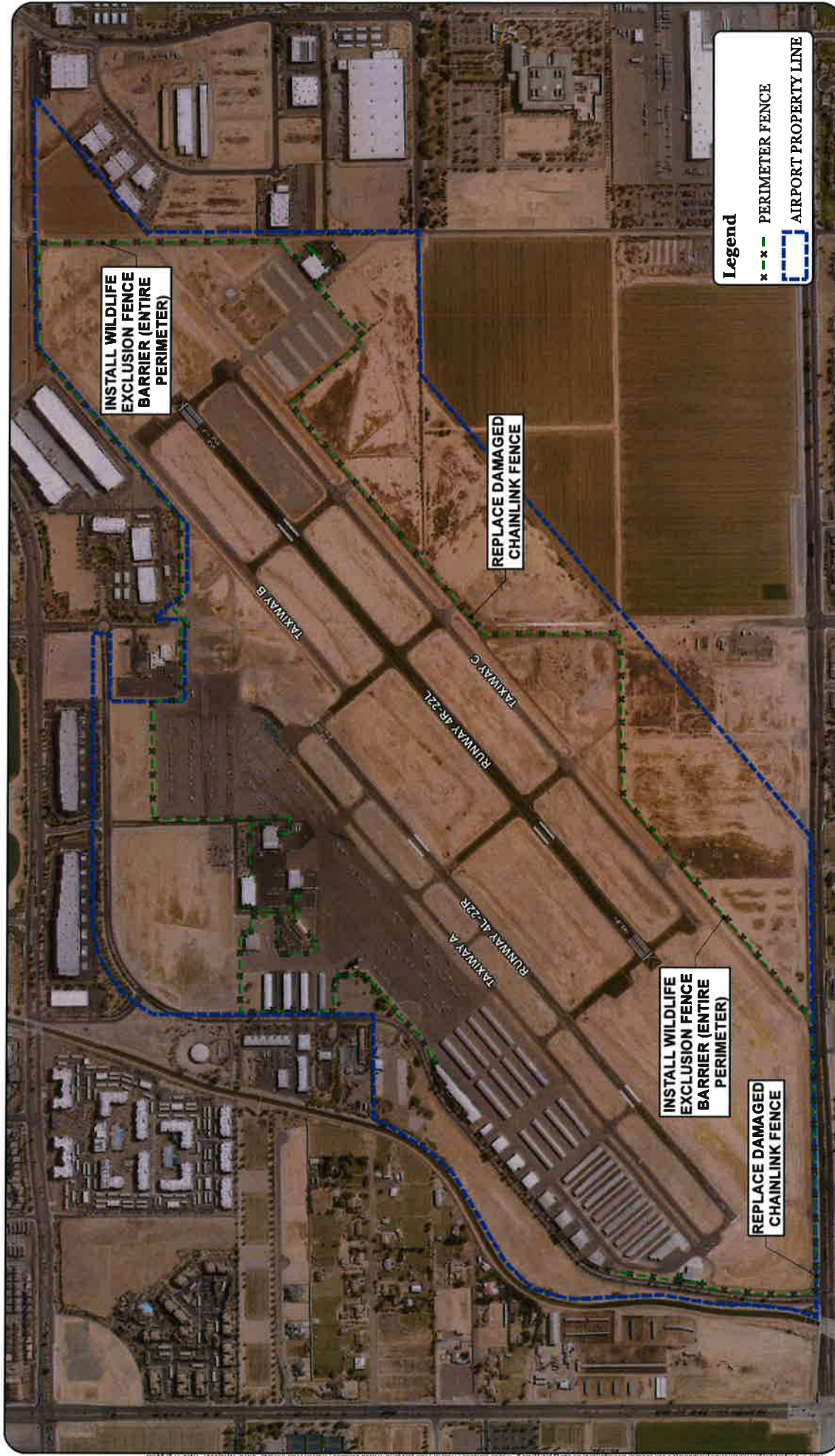
have all internal and external review comments by the City and Airport incorporated and addressed. The bid contract documents and technical specifications will be issued for bidding and construction.

- c. 100% Bid Quantities and EOPCC: Based on the bid construction plans and technical specifications, provide a final bid schedule of line items in the contract documents and a final EOPCC.
- d. Final Engineer's Design Report: The sealed engineer's design report shall provide the design criteria and standards used in developing the construction documents (i.e. plans and technical specifications) and document the work and results of investigative efforts. The final report shall also address any review comments received from internal and external reviews, including the City and Airport.
- e. Final Construction Safety and Phasing Plan (CSPP): The CSPP will be included as an appendix to the Contract Documents. The CSPP will be prepared in accordance with the most recent edition of FAA AC 150/5370-2G. ANNUAL CONSULTANT can upload the final CSPP submission along with a 7460-1 Site Exhibit to the FAA Airspace Review website, Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) at the City's/Airport's request.

13. BID & AWARD:

- 13.1 Attend and participate at the pre-bid conference for the purpose of answering technical questions from potential bidders.
 - a. Pre-Bid Meeting: Consultant will attend the pre-bid meeting and assist the City/Airport in conducting as needed. Consultant, upon the request of the City, will provide a brief overview of the project and contract components, identifying important elements within the documents that the Contractors should be particularly familiar with prior to submitting a bid. Consultant shall also assist the City in developing and submitting the pre-bid meeting minutes.
- 13.2 Assist City in the evaluation of "substitutions and or-equals" and make a recommendation to accept or decline.
 - a. Contractor Questions: Consultant will coordinate, address, and appropriately respond to contractor communications and questions during the bidding process. Responses will be submitted through addenda as needed.
- 13.3 Prepare addenda for review and approval by City. City will distribute.

- a. Bid Addendums: Pending contractors' reviews, comments, and questions, Consultant will assist the City in developing and issuing up to two (2) addendums, including revisions to contract documents (i.e. plans and technical specifications). It should be noted that the hours provided in the Estimated Manhour matrix contained herein is estimated for a maximum of two (2) addenda.
- 13.4 If bids are 10% over or under the "engineers estimate", Consultant will be required to provide a detailed evaluation explaining differences. Then the documents will be modified and re-bid at no additional cost to City.
- a. Bid Opening Meeting: Consultant will attend the bid opening meeting at the City of Chandler City Hall.
 - b. Bid Tabulation and Recommendation: Consultant will evaluate each bid submitted for mathematical/calculative errors and for comparative purposes against the EOPCC and other bids submitted. Consultant will provide a bid summary letter noting inconsistencies, results and a recommendation for the lowest responsible, responsive bidder.



INSTALL WILDLIFE
EXCLUSION FENCE
BARRIER (ENTIRE
PERIMETER)

REPLACE DAMAGED
CHAINLINK FENCE

INSTALL WILDLIFE
EXCLUSION FENCE
BARRIER (ENTIRE
PERIMETER)

REPLACE DAMAGED
CHAINLINK FENCE

Legend

- PERIMETER FENCE
- AIRPORT PROPERTY LINE

0 300 600 FT

 Date: 12/16/2021



CHANDLER MUNICIPAL AIRPORT
AI2203.201 WILDLIFE EXCLUSION PERIMETER FENCE
PROJECT SITE PLAN



EXHIBIT "B"
COMPENSATION AND FEES

TASK DESCRIPTION		SUBTOTAL
Task 1.0 Project Description & Scope of Construction		
Task 2.0 Assignment		
Task 3.0 Project Schedule		\$ 1,845.00
3.1	Production Schedule	\$ 615.00
3.3	Monthly Design and Progress Reports	\$ 1,230.00
Task 4.0 Quality Control		\$ 5,622.00
4.1	Prepare Quality Control Plan	\$ 1,086.00
4.3	30%, 60% & 95% Submittals QA/QC	\$ 4,536.00
Task 5.0 Preliminary Research		\$ 4,000.00
5.1	Perform Document Search and Research	\$ 1,224.00
5.1d	Investigate Existing Conditions	\$ 1,496.00
5.1e	Prepare Base Map & Survey Control Plan	\$ 1,280.00
Task 6.0 Utility/Agency Coordination		\$ 4,237.00
6.3	Coordination with Utilities (PIPG)	\$ 1,168.00
6.7	ADOT Environmental Determination Checklist	\$ 3,069.00
Task 7.0 Geotechnical Investigation (Not applicable)		\$ -
Task 8.0 Programming		\$ 6,026.00
8.1a	Project Kick-Off Meeting	\$ 1,496.00
8.2	Project Management	\$ 4,530.00
Task 9.0 Schematic Design (30%)		\$ 17,228.00
9.1a	30% Design Plans	\$ 8,034.00
9.1b	30% Quantities and EOPCC	\$ 3,232.00
9.1c	Draft Engineer's Design Report	\$ 3,790.00
9.1d	30% City/Airport/ADOT Review Meeting	\$ 1,496.00
9.1e	Plans-in-Hand Site Visit	\$ 676.00
Task 10.0 Design Development (60%)		\$ 20,645.00
10.1a	Construction Phasing Workshop	\$ 1,496.00
10.1b	60% Design Plans	\$ 5,452.00
10.1c	Draft Contract Documents and Specifications	\$ 4,876.00
10.1d	60% Quantities and EOPCC	\$ 1,670.00
10.1e	Draft Engineer's Design Report	\$ 881.00
10.1f	Draft Construction Safety and Phasing Plan	\$ 4,098.00
10.1g	60% City/Airport Review Meeting	\$ 1,496.00
10.1h	Plans-in-Hand Site Visit	\$ 676.00

TASK DESCRIPTION		SUBTOTAL
Task 11.0 Construction Documents (95%)		\$ 15,051.00
11.1a	95% Design Plans	\$ 4,810.00
11.1b	Pre-Final Contract Documents and Specifications	\$ 2,760.00
11.1c	95% Quantities and EOPCC	\$ 1,715.00
11.1d	Pre-Final Engineer's Design Report	\$ 1,674.00
11.1e	Pre-Final Construction Safety and Phasing Plan	\$ 1,920.00
11.1f	95% City/Airport/ADOT Review Meeting	\$ 1,496.00
11.1g	Plans-in-Hand Site Visit	\$ 676.00
Task 12.0 Bid Documents (100%)		\$ 4,488.00
12.1a	100% Bid Plans	\$ 1,696.00
12.1b	Bid Contract Documents & Specifications	\$ 917.00
12.1c	100% Bid Quantities and EOPCC	\$ 666.00
12.1d	Final Engineer's Design Report	\$ 543.00
12.1e	Final Construction Safety and Phasing Plan	\$ 666.00
Task 13.0 Contractor Coordination / Bidding		\$ 8,248.00
13.1a	Pre-Bid Meeting	\$ 1,496.00
13.2a	Contractor Questions	\$ 2,172.00
13.3a	Bid Addendums (up to 2)	\$ 2,746.00
13.4a	Bid Opening Meeting	\$ 410.00
13.4b	Bid Tabulation & Recommendation	\$ 1,424.00
ALLOWANCES & SUB-CONSULTANT COSTS		\$ 20,440.00
14.1	Allowance for Printing Expenses at Direct Cost	\$ 2,000.00
14.2	Allowance for Mileage to Meetings and Site Visits	\$ 500.00
14.3	Allowance for Additional Topographic Survey	\$ 5,000.00
14.4	CATEX Development & Production (SWCA - Fixed Cost)	\$ 2,940.00
14.5	Owner's Allowance	\$ 10,000.00
TOTAL COST:		\$ 107,830.00



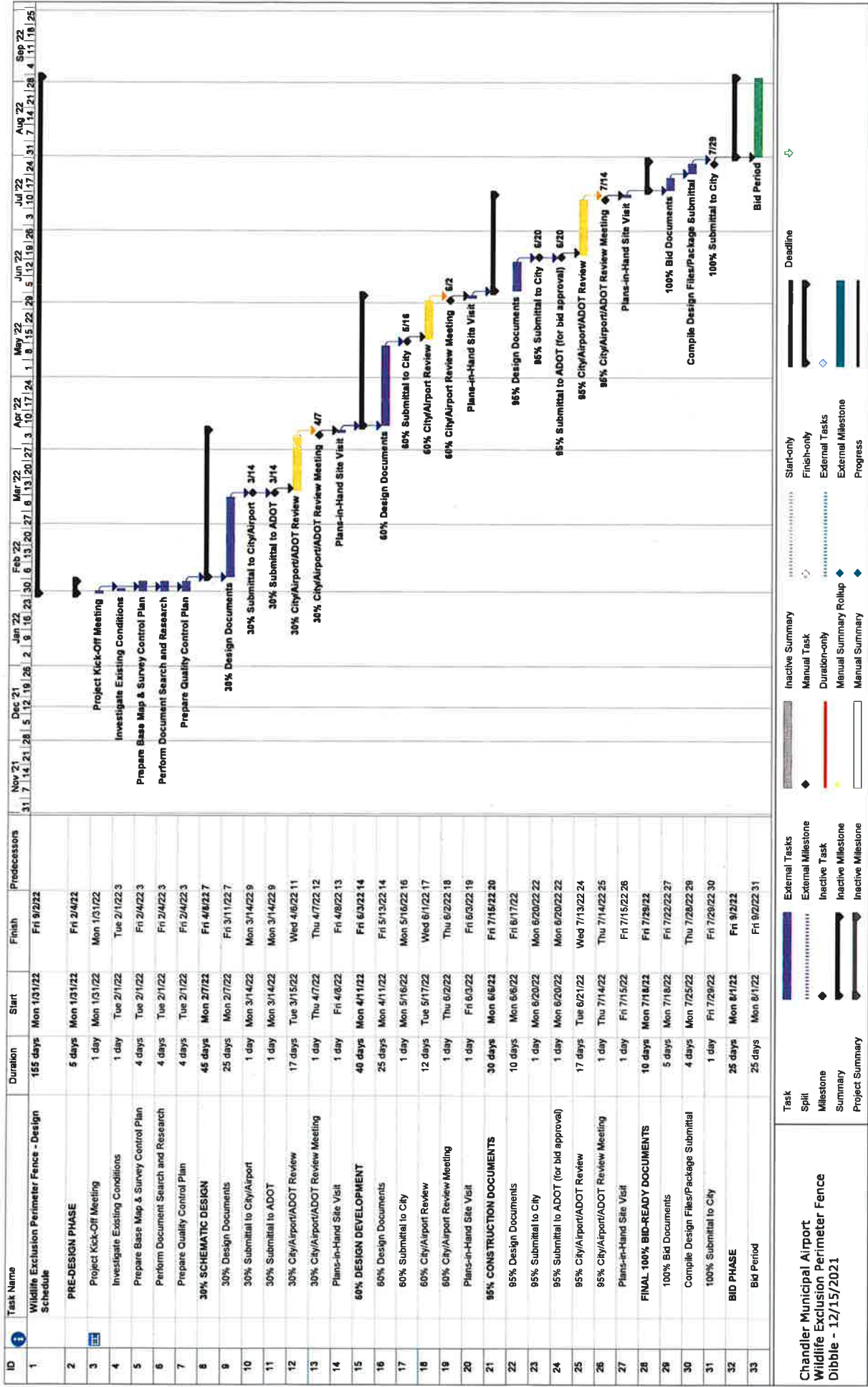
EXHIBIT "B-2"
Hours and Rates

TASK DESCRIPTION											TOTAL HOURS PER TASK
Task 1.0 Project Description & Scope of Construction											
Task 2.0 Assignment											
Task 3.0 Project Schedule											
3.1 Production Schedule	0	9	0	0	0	0	0	0	0	0	9
3.3 Monthly Design and Progress Reports		3									3
		6									6
Task 4.0 Quality Control											
4.1 Prepare Quality Control Plan	0	2	24	4	4	0	0	0	0	0	30
4.3 30%, 60% & 95% Submittals QA/QC		2		4							6
			24								24
Task 5.0 Preliminary Research											
5.1 Perform Document Search and Research	0	4	0	8	4	4	0	2	6	0	24
5.1d Investigate Existing Conditions		4		4							8
5.1e Prepare Base Map & Survey Control Plan								2	6		8
Task 6.0 Utility/Agency Coordination											
6.3 Coordination with Utilities (PIPG)	0	1	8	12	0	4	4	0	0	0	25
6.7 ADOT Environmental Determination Checklist		1	8	8			4				8
Task 7.0 Geotechnical Investigation (Not applicable)											
7.0 Geotechnical Investigation	0	0	0	0	0	0	0	0	0	0	0
Task 8.0 Programming											
8.1a Project Kick-Off Meeting	0	22	0	4	4	0	0	0	0	0	36
8.2 Project Management		4		4							8
		18							10		28
Task 9.0 Schematic Design (30%)											
9.1a 30% Design Plans	0	10	0	56	4	42	40	0	0	0	112
9.1b 30% Quantities and EOPCC		2		16		40					58
9.1c Draft Engineer's Design Report		2		12	4	2					20
9.1d 30% City/Airport/ADOT Review Meeting		2		20							22
9.1e Plans-in-Hand Site Visit		4		4							8
				4							4
Task 10.0 Design Development (60%)											
10.1a Construction Phasing Workshop	0	19	0	70	0	40	40	0	0	0	129
10.1b 60% Design Plans		4		4							8
10.1c Draft Contract Documents and Specifications		2		8		30					40
10.1d 60% Quantities and EOPCC		4		24							28
10.1e Draft Engineer's Design Report		2		6		2					10
10.1f Draft Construction Safety and Phasing Plan		1		4							5
10.1g 60% City/Airport Review Meeting		2		16		8					26
10.1h Plans-in-Hand Site Visit		4		4							8
											4



EXHIBIT "B-2"
Hours and Rates

TASK DESCRIPTION	Principal \$ 294.00	Project Manager \$ 205.00	Sr. Eng / QA/QC Manager \$ 189.00	Project Engineer (PE) \$ 169.00	Assistant Engineer (EIT) \$ 137.00	Designer \$ 123.00	Survey Manager (RLS) \$ 145.00	Survey Crew \$ 165.00	Admin Assistant \$ 84.00	PROJECT ROLE < HOURLY RATES	TOTAL HOURS PER TASK
Task 11.0 Construction Documents (95%)	10	15	0	36	0	24	0	0	0		85
11.1a 95% Design Plans	2	2		8		20					32
11.1b Pre-Final Contract Documents and Specifications	2	4		8							14
11.1c 95% Quantities and EOPCC	2	1		4		2					9
11.1d Pre-Final Engineer's Design Report	2	2		4							8
11.1e Pre-Final Construction Safety and Phasing Plan	2	2		4		2					10
11.1f 95% City/Airport/ADOT Review Meeting		4		4							8
11.1g Plans-in-Hand Site Visit				4							4
Task 12.0 Bid Documents (100%)	0	6	0	12	0	10	0	0	0		28
12.1a 100% Bid Plans		1		3		8					12
12.1b Bid Contract Documents & Specifications		2		3							5
12.1c 100% Bid Quantities and EOPCC		1		2		1					4
12.1d Final Engineer's Design Report		1		2							3
12.1e Final Construction Safety and Phasing Plan		1		2		1					4
Task 13.0 Contractor Coordination / Bidding	0	14	0	26	0	8	0	0	0		48
13.1a Pre-Bid Meeting		4		4							8
13.2a Contractor Questions		4		8							12
13.3a Bid Addendums (up to 2)		2		8		8					18
13.4a Bid Opening Meeting		2									2
13.4b Bid Tabulation & Recommendation		2		6							8





Phoenix Office
3033 North Central Avenue, Suite 145
Phoenix, AZ 85012
Tel 602.274.3831 Fax 602.274.3958
www.swca.com

November 29, 2021

Charlie McDermott
Senior Airport Project Manager
Dibble Engineering
7878 North 16th Street, Suite 300
Phoenix, Arizona 85020-4669

Re: Chandler Municipal Airport Wildlife Exclusion Perimeter Fence Project in Chandler, Maricopa County, Arizona

Dear Charlie:

SWCA Environmental Consultants (SWCA) is pleased to provide you with a proposal to conduct a biological resource evaluation for the proposed airport wildlife exclusion perimeter fence project at the Chandler Municipal Airport in Maricopa County, Arizona.

We offer our services for a **Fixed-Fee** total of **\$2,940**. SWCA can begin work immediately upon successful execution of a contract and receipt of notice to proceed from Dibble Engineering. We understand that this project would fall under our on-call with the airport.

Please feel free to contact me at (520) 348-3384, or via email at egladding@swca.com. Thank you again for the continued opportunity to work with Dibble Engineering.

Sincerely,

Eleanor R. Gladding
Senior Biologist/Project Manager

SCOPE OF WORK

SWCA Environmental Consultants (SWCA) understands that Dibble Engineering is assisting the Chandler Municipal Airport with an airport wildlife exclusion perimeter fence installation project, which includes an approximately 4.7-mile × 5-foot (i.e., approximately 2.9-acre) project area. This project will require Arizona Department of Transportation (ADOT) review/approval; thus, Dibble Engineering has requested that SWCA conduct this biological review.

TASK 1. BIOLOGICAL RESOURCES EVALUATION

The scope of work outlined below involves a biological resources evaluation of an approximately 2.9-acre project area at Chandler Municipal Airport in Maricopa County, Arizona. SWCA understands that documentation regarding the biological environment and relevant regulations is needed for the ADOT review process and therefore will inform the regulatory compliance needs for the project.

Prior to the site visit, an SWCA biologist will review the U.S. Fish and Wildlife Service species list for Maricopa County generated through the Information for Planning and Consultation system and will also review the online occurrence records for special-status species near the project area using the Arizona Game and Fish Department Arizona Heritage Geographic Information System online environmental review tool. The SWCA biologist will then visit the project area to document the existing conditions and record any information related to the following regulations: Endangered Species Act (ESA), Migratory Bird Treaty Act, Arizona Department of Agriculture (ADA)-administered Arizona Native Plant Law, and ADA noxious weed regulations.

SWCA will then prepare a biological resources evaluation report to document our findings and any recommendations we may have regarding the results of our data reviews and site visit. This report, at a minimum, will include an introduction, a description of field reconnaissance methods, a summary of vegetation communities and other habitat features, narrative descriptions of federally listed species that have the potential to occur in or near the project area, and a rationale for why other federally listed species were eliminated from more detailed consideration. This report will be delivered as an electronic (PDF) file.

ASSUMPTIONS

1. No impacts to any ESA-listed species will be identified; thus, a formal biological evaluation report will not be needed or required for this project.
2. Access to the airport, if restricted, will be arranged by a client representative.
3. If for any reason the biologist is not able to survey the project area as a result of access restrictions, additional costs could be incurred beyond the amount proposed herein.
4. These costs do not include submission of the report to any agency other than the Federal Aviation Administration.
5. Any task not expressly described herein is not included in the proposed cost.

The total cost to complete this task is: \$2,940.00

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.
 - 1.1 At the same time as execution of this Agreement, Consultant must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.
 - 1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
 - 1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
 - 1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.
 - 1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
 - 1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written contract with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.
2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.
 - 2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability

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

2.2 *Commercial General Liability-Occurrence Form.* Consultant must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.3 *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Consultant must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Consultant owned, hired, and non-owned vehicles assigned to or used in the performance of Consultant's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.4 *Workers Compensation and Employers Liability Insurance:* Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

3. Additional Policy Provisions Required.

3.1 *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by City. If not approved, City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to City, its officers, officials, agents, employees, and volunteers.

3.1.1. Consultant's insurance must contain broad form contractual liability coverage.

3.1.2. Consultant's insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by Consultant and must not contribute to it.

3.1.3. Consultant's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- 3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.
 - 3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City. (Does not apply to Professional Liability coverage.)
 - 3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3-year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
 - 3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.
- 3.2. *Insurance Cancellation During Term of Contract/Agreement.*
- 3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.
 - 3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.
- 3.3 *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:
- 3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.
 - 3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

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.