



PROFESSIONAL SERVICES AGREEMENT
Design Services
OUTSIDE PLANT FIBER TELECOMMUNICATIONS REMOTE BUILDINGS
Project No. DS2201.201
Council Date: April 28, 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 **Kimley-Horn and Associates, Inc.**, a North Carolina 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 **OUTSIDE PLANT FIBER TELECOMMUNICATIONS REMOTE BUILDINGS** 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 **\$248,937** 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: Acting CIP City Engineer P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3349 Email: Kimberly.moon@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:	Kimley-Horn and Associates, Inc. Mailing Address: 421 Fayetteville St., Ste. 600 Raleigh, NC 27601 Statutory Agent Name: Nathan Walnum Statutory Agent Mailing Address: 1001 W. Southern Ave Ste 131 Mesa AZ 85210
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE Name: David Haines Title: Project Engineer Phone: 480-207-2690 Email: david.haines@kimley-horn.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:

K Moon

Kimberly Moon, P.E.
Acting CIP City Engineer

APPROVED AS TO FORM:

City Attorney

MB

ATTEST:

City Clerk

Seal

"CONSULTANT"

Kimley-Horn and Associates, Inc.

Michael Grandy *03/22/22*

Signature Date

KHAMT
49

Michael Grandy

Print Name

Assistant Corporate Secretary

Title

michael.grandy@kimley-horn.com

Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

PROJECT DESCRIPTION

The City of Chandler (“City”) Fiber Master Plan calls for the installation of four (4) new hub switches to be installed in dispersed locations around the City of Chandler away from the Downtown area where the two (2) existing hub switches exist today. This project is necessary to improve the City of Chandler’s network resiliency and reliability through the installation and connection of diverse and redundant connections. The City wants Kimley-Horn and Associates, Inc. (“Consultant”) to provide design phase services to support the installation of standalone prefabricated buildings called “Fiber Huts” to house the fiber network equipment.

DESIGN STANDARDS

The Consultant shall perform Project Tasks outlined below and all work shall conform to the latest edition and amendments of the following, unless specifically noted otherwise:

- City of Chandler Standard Details and Specifications
- Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction
- City of Chandler Supplements to MAG
- AASHTO Policy on Geometric Design of Highways and Streets
- The Code of the City of Chandler
- City of Chandler Unified Development Manual
- City of Chandler Fiber Optic Master Plan
- 2020 National Electrical Code (NEC)
- 2021 International Building Code (IBC)

PROJECT TASKS

Task 1.0 - 30% Design Concept Development

1.1 Project Management and Coordination

- a. The Consultant will setup the project within the Consultant’s project management system
- b. The Consultant will monitor the project budget monthly.
- c. The Consultant will coordinate with the City monthly to discuss project issues and project status.

1.2 Project Schedule

- a. The Consultant will develop a project schedule identifying project milestones. The schedule will be prepared and will be updated as necessary as the project progresses. The Consultant will endeavor to provide a project schedule to meet the City’s construction schedule. The anticipated project schedule is 52 weeks from the date Notice to Proceed (NTP) is received from the City.

1.3 Kick-off Meeting

- a. The Consultant and City Project Manager (PM) will arrange for a kick-off meeting with the City stakeholders. The meeting will serve to confirm the lines of communication, review the scope and schedule, and address other project details.
- b. The Consultant will provide a meeting agenda, proposed schedule, handouts as necessary, and will develop brief meeting minutes that summarize action items which will be disseminated to the City Project Manager and City Fiber Manager for distribution to the project stakeholders.

1.4 Monthly Pay Applications

- a. Pay applications will be submitted monthly. Invoices will be broken down based on percent complete per task.

1.5 Existing Fiber Connection Points & New Conduit Pathways

- a. The Consultant will design one fiber connection point, per Fiber Hut location. The fiber connection point will be at an existing City fiber splice vault location. The following fiber path between this connection point and the Fiber Hut location define the project limits for each Fiber Hut location. These project limits are as follows:
 - 1) Desert Breeze: Approximately 250 feet West from the proposed Fiber Hut location to the Northbound side of Desert Breeze Blvd., approximately 960 feet South along the Northbound side of Desert Breeze Blvd. to the Desert Breeze Blvd. & Chandler Blvd. intersection, and approximately 160 feet West along the Westbound side of Chandler Blvd. to the existing splice vault location in the Northwest corner of the intersection.
 - a) An additional vault will be placed along the Northbound side of Desert Breeze Blvd. for the Desert Breeze Police Substation approximately 250 feet South of the Desert Breeze Parking Lot entrance with an additional conduit and fiber path to enter the building approximately 60 feet to the East of the additional vault.
 - 2) Brooks Crossing: Approximately 165 feet West from the proposed Fiber Hut location, approximately 400 feet North to Eastbound side of Calle Del Norte, approximately 970 feet West along the Eastbound side of Calle Del Norte to the Southbound side of Pennington Dr., approximately 2,390 feet North along the Southbound side of Pennington Dr. to the Westbound side of Warner Rd., and approximately 1,070 feet West along both sides of Warner Rd. to the Southeast corner of the Warner Rd. and Dobson intersection to the existing splice vault location.
 - 3) Public Safety: Approximately 675 feet East from the proposed Fiber Hut location and approximately 270 feet North and approximately 750 feet East to the Southwest corner of the Public Safety driveway and Dobson Rd. to the existing splice vault location.
 - 4) Veteran's Oasis: Approximately 210 feet West from the proposed Fiber Hut location to the Northbound side of Lindsay Rd., and approximately 1,250 feet South to the Southwest corner of Lindsay Rd. and Chandler Heights Rd. intersection to the existing splice vault location.
- b. An additional secondary conduit pathway will be designed leaving each Fiber Hut. The project limits of this secondary conduit pathway are as follows:
 - 1) Desert Breeze: Approximately 225 feet West from the proposed Fiber Hut location to the Northbound side of Desert Breeze Blvd., and approximately 2,690 feet North along the Northbound side of Desert Breeze Blvd. to the Northwest corner of Desert Breeze Blvd. and Rita Ln. intersection.
 - 2) Brooks Crossing: Approximately 685 feet East from the proposed Fiber Hut location and 450 feet North to Eastbound side of Calle Del Norte.
 - 3) Public Safety: Approximately 50 feet East from the proposed Fiber Hut location.

- 4) Veteran's Oasis: Approximately 75 feet Northwest from the proposed Fiber Hut location and approximately 170 feet West to the Northbound side of Lindsay Rd.
- c. It is understood that the proposed work is limited to within existing City property and right-of-way (R/W).

1.6 Aerial Imagery Base-Map Development

- a. The Consultant will coordinate with the City to obtain City provided aerial mapping that the Consultant will use as the base-map for the site location plans. It is understood that each "Fiber Path" plan sheet (showing the new conduits and/or fiber cables locations beyond the Fiber Hut "Site Plan") is limited to 1,800 in roadway length per sheet, at 40-scale, and the following plan sheets are anticipated:
 - 1) Desert Breeze (West) Site Plan (1 Sheet covering all engineering disciplines)
 - 2) Desert Breeze (West) Fiber Path (3 Sheets covering fiber path to Chandler Blvd)
 - 3) Brooks Crossing (North) Site Plan (1 Sheet covering all engineering disciplines)
 - 4) Brooks Crossing (North) Fiber Path (3 Sheets covering fiber path to Dobson Rd)
 - 5) Public Safety (Southwest) Site Plan (1 Sheet covering all engineering disciplines)
 - 6) Public Safety (Southwest) Fiber Path (1 Sheet covering fiber path to Dobson Rd)
 - 7) Veteran's Oasis (Southeast) Site Plan (1 Sheet for all engineering disciplines)
 - 8) Veteran's Oasis (Southeast) Fiber Path (1 Sheet to Chandler Heights Rd)
- b. The Consultant will add the relevant City R/W, City Property lines, and Easements along the fiber path, to the base-map using the information available on the Maricopa County Assessors website.

1.7 Coordinate known utility locations with City

- a. The Consultant will coordinate with the City Project Manager to obtain GIS data about existing utility infrastructure located along the fiber path where new Fiber Huts and new conduit infrastructure is proposed.
- b. The Consultant will add the relevant existing utility infrastructure lines, along the fiber path, to the base-map using the information available from the City provided GIS data.

1.8 Utility Test Holes

- a. At the Public Safety (Southwest) site, the Consultant will obtain the services of a Subconsultant to provide up to 8 subsurface utility test holes. The locations of these test holes will be coordinated with the City and based on City GIS data and Asbuilts of the existing utilities in the area of the proposed Fiber Hut.
- b. The services of the Subconsultant will include the following:
 - 1) Coordinate with utility owner inspectors as may be required by law or utility owner policy.
 - 2) Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.
 - 3) Measure and record the following data on an appropriately formatted test hole data sheet.
 - a) Elevation of top and/or bottom of utility tied to the datum of the furnished plan.

- b) Identify benchmarks utilized. Elevations shall be within an accuracy of 2.54 cm (1.0 inches) unless a more precise tolerance is specified for the specific location being investigated.
 - c) Elevation of existing grade over utility at test hole location.
 - d) Horizontal location referenced to project coordinate datum.
 - e) Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
 - f) Utility facility material(s).
 - g) Utility facility condition.
 - h) Pavement thickness and type.
 - i) Coating/Wrapping information and condition.
 - j) Unusual circumstances or field conditions.
- 4) Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.
 - 5) Be responsible for any damage to the utility during the locating process. In the event of damage, the Subconsultant shall stop work, notify the appropriate utility facility owner, client project manager, and appropriate regulatory agencies. Subconsultant will not resume work until the utility facility owner has determined the corrective action to be taken.
 - 6) Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material to match existing. It is assumed that Test Holes will be backfilled with native material, compacted via mechanical means to achieve 95% compaction, and surface restored with UPM permanent cold patch.
 - 7) Furnish and install a permanent above ground marker directly above center line of the utility facility.
 - 8) Provide complete restoration of work site and landscape to equal or better condition than before excavation.

1.9 As-Built Research of Fiber Hut Locations

- a. The Consultant will coordinate with the City to obtain any available as-built record drawings of the area surrounding the Fiber Hut locations and the associated existing electrical service locations in the immediate vicinity.
- b. The Consultant will review the associated as-built documentation obtained to identify the types of existing facilities that may need to be modified to support the Fiber Hut installations (i.e., modification to existing CMU walls, fences, gates, and electrical feeder connections).

1.10 Investigate Fiber Hut Door Location Options

- a. The Consultant will contact a local vendor of premanufactured ADOT Node Buildings to see what modifications can be made to the ADOT standard detail for each City Fiber Hut location. The goal of this coordination is to identify changes to the ADOT standard that could be made by the manufacturer without significant cost impacts and delivery schedule delays, as compared to the typical cost and delivery time of the ADOT

standard. Based on the information received from the manufacturer, the City will decide on the door orientation for each Fiber Hut location.

1.11 Design Concept for Adding a Site Generator

- a. For the Brooks Crossing (North) site, the Consultant will coordinate with the City to identify generator requirements (i.e., indoor or outdoor generator, fuel type, City codes that may apply). Based on the City requirement received, the consultant will prepare a design concept exhibit for the proposed location of the generator and an opinion of probable construction cost. There are no other services for adding a site generator within this scope beyond developing the concept exhibit opinion of probable construction cost.

1.12 Field Reviews with City Staff

- a. The Consultant will coordinate up to 2-days of field reviews with City staff.
- b. The 1st day of reviews will be for general site observations of each Fiber Hut location. During this field review the Consultant and the City will discuss the site improvements to be proposed (i.e., fiber hut orientation and door location, sidewalk path around fiber hut and/or between fiber hut and to nearest paved road, chain link fence & gate locations, and/or modification to existing CMU wall in the area)
- c. The 2nd day of reviews will require City Staff to be on each Fiber Hut site to open up existing service entrance sections (SES), motor control centers (MCC), and generator fed electrical panels that could be used to provide the required electrical feeder circuit to the new Fiber Hut. The City needs to have the appropriate staff on site during this visit to determine/confirm which panel they want a load test on (one load test per site) to verify the panel can support the additional load of the Fiber Hut.

1.13 Power Load Monitoring (30 Day Load Test)

- a. The Consultant will obtain the services of a Subconsultant that will perform a 30-Day load monitoring study, on the one panel per site that the City had identified during the 2nd day of field reviews. The Subconsultant's scope of services includes:
 - 1) Three (3) mobilizations consisting of less than eight (8) consecutive hours onsite.
 - 2) The 30 Day Load Monitor will be looking for Peak Demand on each panel
 - 3) Provide a report upon completion
- b. The City responsibilities include the following to avoid delays and additional charges:
 - 1) Provide clear access to all items and equipment to be included.
 - 2) Perform all switching of electrical loads.
 - 3) Provide utility outages notices, permits and/or lighting if required.
 - 4) 4. Provide ready access to equipment within 15 minutes
 - 5) Ensuring power is not removed during the 30 day period, or the recorder may stop, causing additional services to re-do the 30 day load test.

1.14 Develop 30% Design Concept Level Plans

- a. The Consultant will develop 4 separate plan sets (one for each Fiber Hut location)
- b. The Consultant will download the City standard cover sheet and relevant general sheets from the City website and fill in the project specific information for each plan set.
- c. The Consultant will develop the key map sheet and index of sheets for each plan set.

- d. The Consultant will perform an internal quality control review, make associated edits, and submit the 30% Design Concept Level Plans to the City PM and Fiber Manager to distribute to the project stakeholders for review.

1.15 Monthly Pay Applications

Pay applications will be submitted monthly and invoices will be broken down based on percent complete per task.

Task 2.0 - 60% Plans & Estimate

2.1 Comment Resolution Log & Meeting on 30% Submittal

- a. The Consultant will add comments received from the City PM and Fiber Manager to the comment resolution form and meet with the City to discuss the comments and develop an agreed to disposition for moving forward.
- b. Any adjustments to the Fiber Hut locations will need to be discussed and agreed upon during this meeting, so the design with other trades can progress.

2.2 Topographic Survey Services

- a. Consultant will obtain the services of a Subconsultant to perform topographic survey services covering a 150' radius around each proposed Fiber Hut location, to be used for the Grading and Drainage Sheet within each plan set. The Subconsultant's scope of services includes:
 - 1) Field elevations and locations of visible utilities and tie-ins, curbing, paving, buildings, ground, concrete pads and drainage structures.
 - 2) Rim and invert elevations of sewer and storm drain manholes where accessible.
 - 3) Existing ground topo will be performed collecting elevations in an approximate 50' grid dependent on terrain.
 - 4) Prepare base drawing with 1' contour intervals in CAD for use by civil engineering design team.
- b. Control points will be tied to City of Chandler geodetic survey control. All control points will be field checked for quality assurance prior to commencing subsequent surveying activities. The project control points will be based upon the Arizona State Plane Coordinate System (AZ SPC NAD 83, NAVD88, International Feet)
- c. The Subconsultant's deliverables will consist of the following:
 - 1) Ascii point files in Local Project Surface Coordinates (AZ SPC NAD 83/NAVD 88, International Feet);
 - 2) Copies of all field sketches and digital photographs;
 - 3) AutoCAD Civil 3D 2020 topographic drawing
 - 4) A detailed report, based on the survey notes, outlining survey activities and explaining any problems encountered and the resolution.
- d. The City responsibilities include providing the following:
 - 1) As-built records and utility maps.
 - 2) Lists of utility and/or agency contact persons if known.

- 3) Other available information or assistance as appropriate.
- e. Survey effort associated with collecting SUE surface markings is included
- f. The cost of traffic control and associated permitting is not included in this scope of services.

2.3 Grading and Drainage Design Services

- a. The Consultant will prepare Grading and Drainage Improvements for each of the Fiber Hut locations. Improvements will consist of minor grading near the hut and sidewalk connections. Each set of plans will include the following sheets:
 - 1) Grading and Drainage General Notes Sheet (1 per location)
 - 2) Grading and Drainage Sheet (1 per location)
- b. The Consultant will prepare a Drainage Memorandum documenting that the huts will not impact site drainage.
- c. No drainage improvements such as scuppers, catch basins, and retention basins are anticipated.
- d. No special provisions are anticipated relating to the grading and drainage improvements. It is assumed that all associated improvement requirements will be on the Grading and Drainage General Notes Sheet.

2.4 Advance Site Plan Designs (Site Civil)

- a. The Consultant will add site civil related construction notes to the 4 Fiber Hut site plans and develop the typical site civil details that that will be included on all 4 sets of plans. It is understood that the site civil improvements will be limited to adding a sidewalk type path up to and/or around the Fiber Hut building.

2.5 Geotechnical Investigation Services

- a. Consultant will obtain the services of a Subconsultant to perform a geotechnical investigation at each proposed Fiber Hut location, to be used to accompany the foundation design of the Fiber Hut building. The Subconsultant's geotechnical investigation services will include:
 - 1) Prepare site plans showing intended boring locations, equipment access, and equipment information for City approval, prior to subsurface investigations. It is assumed that if needed, the Subconsultant will obtain a no-fee permit from the City.
 - 2) Perform a subsurface investigation of the existing site soils with as-needed engineering support of lab and drilling subcontractors.
 - 3) Coordination with the City to gain access to each of the four locations.
 - 4) Mark the proposed boring locations. After the boring locations are marked, Subconsultant will coordinate with the Arizona 811 to locate public underground utilities that may be present on the site.
 - 5) Provide 4 borings to 15 feet in depth. The borings will be completed with a truck-mounted drill rig advancing hollow-stem auger to evaluate foundation support conditions for each of the four building locations. It is assumed that two borings will be completed off the existing pavement and two borings will be on existing pavement. Upon completion of the field activities, the borings will be backfilled with drill cuttings and cold-patch asphalt as needed.

- 6) Standard penetration test (SPT) samples, and bulk samples at selected depths will be obtained from the test borings to conduct laboratory testing. Ring and/or SPT sampling intervals will generally be at intervals of 5 feet or less. A Subconsultant field engineer will oversee the drilling operations and log the test borings. Soil samples will be obtained from the test borings in order to conduct laboratory testing.
- 7) This scope assumes that the site can be accessed with two-wheel drive vehicles during normal daytime hours and does not include services associated with site clearing or private location of on-site underground utilities.
- 8) It is estimate that the laboratory testing in the table below will be performed for samples collected as part of this project:

Item/Description	Estimated Number
Grain Size Analysis (Total - Coarse and Fine)	4
Atterberg Limits (Plasticity Index)	4
Moisture Content & Density of Rings	4
pH, resistivity, sulfates and Chlorides	4

- 9) Perform engineering analyses of the data obtained from the explorations to prepare four design geotechnical exploration reports (one for each location) for the project. The reports will be prepared under the supervision of a Professional Civil Engineer registered in the State of Arizona.
- 10) Geotechnical reports will include the following data:
 - a) Description of the area covered by the report and existing site conditions, including vicinity map.
 - b) Description of the geology and topography of the area, including soil types, and drainage characteristics and estimated depth to groundwater.
 - c) A site plan showing the boring location and a description of procedures and equipment used in the subsurface investigation program. Field investigations will include descriptions of the soil types, penetration test results, in situ test results.
 - d) Results of laboratory tests and a description of test methods. Laboratory test results will include classification and engineering properties for all major soil strata encountered within the borings.
 - e) A discussion of geological and geotechnical conditions and results with reference to specific locations on the Project.
 - f) Recommendations for:
 - Temporary and permanent cut and fill slopes.
 - Impacts of compressible, hydro-collapsible, and/or expansive soils, if present, and proposed mitigations.
 - Construction considerations.
 - Suitability of materials (borrow, aggregates, riprap, etc.) that can be obtained from project excavations.

- Recommendations for site grading and foundation design including vertical and lateral capacities of soils in conformance with current IBC standards.
- g) Reports will also include the following items in the appendix:
 - Plan view locations of field sampling/testing
 - Copy of the boring log and field/laboratory test data used for the analysis and design.
 - Summary of laboratory testing results.
- b. The cost of traffic control and associated permitting is not included in this scope of services.
- c. It is assumed that field work can be completed in one day with one mobilization to each of the four locations, dust control and SWPPP abatements are not required, and unrestricted daytime work hours

2.6 Advance Site Plan Designs (Structural)

- a. The Consultant will add site structural construction notes, if needed, to Fiber Hut site plans that require modifying an existing CMU wall to accommodate the Fiber Hut building.
- b. The Consultant will develop CMU wall details for the removal and reconstruction of a CMU screen wall at 1 of the 4 sites. The CMU site wall scope will include wall plan, elevation details, typical sections and wall and footing details necessary for construction of the walls.
- c. It is assumed that the Fiber Hut building will be a premanufactured pre-cast concrete building done by others and not in the Consultant's scope of work. The Consultant will obtain the manufacturer's design plans for the Fiber Hut building and include them in each plan set for permit review and construction. The Consultant will coordinate City permit review comments received with the building manufacturer.
- d. The Consultant will prepare final structural construction documents and structural calculations for up to two foundation designs for a single Fiber Hut building structure that will be used at all locations. The Fiber Hut building foundations are assumed to be cast-in-place concrete and will be either on spread footings or a mat foundation. The structural elements will be designed in accordance with the 2018 IBC with any City Amendments and will be based on Geotechnical information provided by the Geotechnical Subconsultant and building loads provided by the pre-cast building manufacturer.
- e. Additional items not specifically included in the scope of services may be added by Change Order. Potential additional items include, but are not limited to, the following:
 - 1) Additional building foundation designs, if different Fiber Hut buildings are selected for each site and required a different foundation design
 - 2) Additional site walls or adding an access gate
 - 3) Equipment Pads

2.7 Advance Site Plan Designs (Electrical/Fiber/ACS)

- a. The Consultant will add site construction notes for electrical and fiber infrastructure improvements need within each site plan and along the fiber path to the existing fiber infrastructure connection point. The Consultant will develop typical electrical and fiber infrastructure details (i.e., typical pull box and conduit trench installations, typical

electrical panel schedule for the panel in the Fiber Huts, and typical fiber equipment rack elevations). It is assumed that all new fiber optic conduit runs will be installed using the directional drill installation method to avoid the amount of surface restoration that will be required during construction.

- b. The Consultant will also coordinate, through the City, with the City's access control system (ACS) vendor to define the support infrastructure that they need to install the ACS panel, access control devices on the Fiber Hut door, and surveillance cameras mounted within and on the Fiber Hut building. It is understood that the Consultant's ACS design will be limited to providing the necessary conduit/cable pathways and outlet boxes needed to support the ACS installation by others. The Consultant will include information provided by the City's ACS vendor (i.e., ACS equipment specifications, bill of materials, etc.), as appropriate on separate plan sheets. It is understood that this information provided by the City's ACS vendor will be used by the City's Job Order Contract (JOC) contractor to procure and install the necessary ACS equipment.
- c. The Consultant will coordinate with the City's Information Technology (IT) department to identify the requirements for the light interface unit (LIU), equipment rack, cable tray, and fiber connections to the LIU. It is understood that the City IT department will be responsible for purchasing and installing the active electronic network equipment (i.e., switches, routers, firewalls, etc.) and fiber jumper cables (i.e., patch cords) between the LIU and the active electronic network equipment.

2.8 Modify Fiber Hut Details per Site

- a. Based on the Fiber Hut manufacturers door location options available, the Consultant will modify the typical ADOT Node Building details (floor plan, wall elevations, lighting, and cable tray layouts) to accommodate the various types of door locations selected by the City to better each site location. This scope is limited to equipment mounted within the building and does not include modifying the pre-manufactured building structure.

2.9 Electrical Feeder/Panel Schedule per Site

- a. Based on the available as-built record drawings from the City and the information obtained from the Electrical Field Review meeting, the Consultant will develop a panel schedule of each existing electrical panel that will be modified with a new breaker to feed the new panel within each Fiber Hut location. It is assumed that the existing panel that the City selects for feeding the Fiber Hut will be connected to an existing automatic transfer switch (ATS) with existing grid power and generator power sources. It is understood that this scope does not include designing a new service point/pedestal, ATS, or generator.

2.10 Develop the Project Special Provisions

- a. The Consultant will obtain the most current version of the City's Standard Special Provisions. The Consultant will remove any provisions not related to the project work and modify existing provisions as they pertain to the work with the project.
- b. The Consultant will start to develop a new provision for the Fiber Hut building, based on the ADOT Node Building special provision with known modifications needed to support the City's needs. This includes sizing the UPS within the Fiber Hut to meet the City needs.
- c. The Consultant will develop a new provision modifying the existing electrical panels that will be receiving a new breaker to feed the Fiber Hut panel.

- d. The Consultant modifying the City's fiber optic and electrical conduit standard provisions, and the pull box provisions, to ensure that the Contractor knows that they need to restore the disturbed areas (i.e., landscaping, irrigation, pavement, etc.) as part of the conduit installation pay item. This special provision will also require the Contractor to use the directional drill conduit installation method to minimize the length of the disturbed area.

2.11 Develop 60% Plans, Specifications, & Estimate (PS&E)

- a. The Consultant will develop the list of associated pay items with units of measurements and anticipated unit costs for each. The Consultant will then add the associated project quantities to yield the Engineer's opinion of probable construction cost.
- b. The Consultant will perform an internal quality control review, make associated edits, and submit the 60% Level PS&E to the City PM and Fiber Manager to distribute to the project stakeholders for review.
- c. The Consultant will submit 60% plans to City Plan Review and retrieve comments. The Consultant will resolve comments from City Plan Review.

Task 3.0 - Utility Coordination

3.1 Bluestake Tickets & Obtain Maps from Utilities

- a. The Consultant will request a bluestake ticket to identify the registered utilities (public and private) within the general area of each Fiber Hut location and along the associated fiber path to the existing fiber connection points.

3.2 Log & Review Utility Map Records Received

- a. The Consultant will make up to 3 attempts to contact each utility and request the maps of their utilities within the project limits. Each attempt will be logged, and maps received will be reviewed.

3.3 Update Utility Info on Basefiles for 60% Plans

- a. Based on the utility maps received, the Consultant will add any missing existing utility information to the project basefiles for the 60% plans submittal.

3.4 Distribute Notification Form & 60% Plans to Each Utility

- a. The Consultant will develop a standard utility notification form that will be sent to each utility along with the 60% level plans to inform them of the proposed new work within the project limits and to request confirmation that they have no conflicts with the proposed new work. It is understood that the intent of this project is to avoid existing utilities (i.e., new conduit goes around the existing utility, and pull boxes and Fiber Huts are placed in locations that avoid associated conflicts).
- b. The Consultant will make up to 3 attempts to contact each utility about the status of returning the signed utility form or attempt to inform them of how we plan to avoid the utility conflict if they indicated a conflict in the area.

3.5 Utility Conflict Resolution

- a. In locations where the utility indicated a potential conflict, the Consultant will add a construction note to the project plans, at the general area for the point of conflict, instructing the contractor to pothole, locate, and avoid the associated utility in the area.

- b. It is understood that only 60% plans will be sent to the utility companies and adding the associated construction note to subsequent plans submittals is all that is required to avoid the conflict.

Task 4.0 - 95% Pre-Final PS&E

4.1 Comment Resolution Log & Meeting on 60% Submittal

- a. The Consultant will add comments received from the City PM and Fiber Manager to the comment resolution form and meet with the City to discuss the comments and develop an agreed to disposition for moving forward.
- b. The Consultant will incorporate the agreed to comment dispositions into the plans and estimate.

4.2 Advance Site Plan Designs to the 95% Level of Completion

- a. The Consultant will advance the civil, structural, electrical, and fiber infrastructure designs to the 95% level of completion, including the following:
 - 1) Typical site civil details that apply to all locations for securing the perimeter of the Fiber Hut building and adding a sidewalk type path and associated construction notes on the site plans
 - 2) Typical CMU wall details that apply to all location with proposed CMU wall modifications and associated construction notes on the site plans
 - 3) Typical electrical and fiber infrastructure details and associated construction notes on the site plans
 - 4) Update the electrical feeder panel schedule that is providing power to the Fiber Hut panel per site
 - 5) Updating the ACS support infrastructure based on agreed to comments from the City's ACS vendor on the 60% plans.
 - 6) Advancing the Fiber Hut details to the 95% level of completion. It is understood that all structural designs of the premanufactured Fiber Hut building and associated foundation will be a deferred submittal by the selected contractor, based on the manufacturer they select to provide the building and associated premanufactured foundation, or the engineer they select to design a cast-in-place building foundation based on the selected building parameters.

4.3 Advance the Project Special Provisions to the 95% Level of Completion

- a. a. The Consultant will advance the development of the Project Special Provisions to the 95% level of completion, including the following new Special Provision sections:
 - 1) Fiber Hut building
 - 2) Modifying the Existing Electrical Panels
 - 3) Conduits (Communications and Electrical)
 - 4) Pull Boxes
- b. No other new Special Provision sections or modifications are included within this scope of work, beyond what is already covered in the City's Standard Special Provisions provided.

4.4 Develop 95% PS&E Package

- a. The Consultant will update the list of associated pay items and associated project quantities based on the changes made to the project plans.
- b. The Consultant will perform an internal quality control review, make associated edits, and submit the 95% Plans, Specifications, and Estimate (PS&E) package to the City PM and Fiber Manager to distribute to the project stakeholders for review.
- c. The Consultant will submit 95% plans to City Plan Review and retrieve comments. The Consultant will resolve comments from City Plan Review.

Task 5.0 - 100% (Sealed) PS&E / City Permit Review**5.1 Comment Resolution Log & Meeting on 95% Submittal**

- a. The Consultant will add comments received from the City PM and Fiber Manager to the comment resolution form and meet with the City to discuss the comments and develop an agreed to disposition for moving forward.

5.2 Update the PS&E based on comment resolutions

- a. The Consultant will incorporate the agreed to comment dispositions into the plans, special provisions, and Engineer opinion of probable construction cost.

5.3 Develop 100% (Sealed) PS&E for Permit Review

- a. The Consultant will update the list of associated pay items and associated project quantities based on the changes made to the project plans.
- b. The Consultant will perform an internal quality control review, seal the project plans, and submit the (PS&E) package to the City PM and Fiber Manager to distribute to the project stakeholders for review.
- c. The Consultant will submit the project plans for permit review and will retrieve any associated comments from the City. The Consultant will resolve any outstanding comments that are within the limits of this scope of work.

Task 6.0 - Issued for Construction (IFC)**6.1 Develop the IFC Sealed Plans**

- a. Based upon the agreed to changes resulting from the permit review, the Consultant will update the project plans and issue the Issued for Construction (IFC) set of plans to the City to distribute to the Job Order Contractor (JOC) to build the project.

Task 7.0 – Update the “IT Enterprise Network” Map

- a. The Consultant will update the Visio file depicting the proposed “IT Enterprise Network” map, with the new Fiber Hut locations (i.e., Core Node locations).
- b. The update will include a depiction of the new core node topology and the associate distribution circuit paths between connecting City buildings between core node locations.
- c. The Consultant will provide one draft submittal in pdf format. The Consultant will meet with the City to discuss any associated submittal review comments. The Consultant will update the Visio file based on agreed upon comment resolutions and submit the final version of the updated map in both pdf and Visio formats.

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS**Project Assumptions**

- a. It is understood that the project limits are contained within existing City property and City public right-of-way (R/W).

Project Clarifications

- a. It is understood that Allowances shall only be used with prior written approval from the City representative.
- b. It is understood that the designed site civil improvements will be limited to adding a sidewalk type path up to and/or around the Fiber Hut building and adding a grading and drainage plan sheet.
- c. It is understood that the design of the access control system (ACS) at each fiber hut will be provided by City's ACS vendor and the Consultant will put this ACS design information on a plan sheet for the JOC Contractor to furnish and install.
- d. It is understood that the City IT department will be responsible for purchasing and installing the active electronic network equipment (i.e., switches, routers, firewalls, etc.) and fiber jumper cables (i.e., patch cords) between the LIU and the active electronic network equipment.
- e. It is understood that the City will provide all fiber optic splice details required and they will be provided directly to the JOC Contractor.
- f. It is understood that this scope does not include the design of a new service point, pedestal, ATS, or generator. It is assumed that the City has a nearby existing electrical panel that could be used to feed power to the fiber hut electrical system.
- g. It is understood that the intent of this project is to avoid conflicts with all existing utilities. It is assumed that the contractor installing the new conduit systems, pull boxes, and fiber huts will be required to bluestake and pothole all potential utility conflict areas and make field adjustments as necessary to avoid associated conflicts. Relocating existing utilities is not part of the scope for this project.
- h. It is understood that the Fiber Hut building design will be from a manufacturer that provides premanufactured buildings. The Consultant will put the plan sheets received from the manufacturer within the project plan set for the City's permitting department to review, and for the JOC Contractor to furnish and install.
- i. It is understood that application fees for City reviews and permits shall be paid by City.

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EXHIBIT "B"
COMPENSATION AND FEES

EXHIBIT "B-1"
Lump Sum Cost Per Task

TASK DESCRIPTION		<u>SUBTOTAL</u>
Task 1.0 - 30% Design Concept Development		\$48,795
Task 2.0 - 60% Plans & Estimate		\$85,922
Task 3.0 - Utility Coordination		\$6,680
Task 4.0 - 95% Pre-Final PS&E		\$37,820
Task 5.0 - 100% (Sealed) PS&E / City Permit Review		\$7,605
Task 6.0 - Issued for Construction (IFC)		\$4,435
Task 7.0 - Update the "IT Enterprise Network" Map		\$2,180
Allowances		\$55,500
	Additional Survey or Geotechnical Services	\$3,000
	Site Generator & Service Point Design & Specifications	\$8,500
	Fiber Hut Modifications (Aesthetic Roof Treatments)	\$9,500
	Additional Foundation Designs	\$5,500
	Legal Descriptions of Fiber Hut Areas	\$4,500
	Traffic Control	\$2,500
	Owners Allowance	\$22,000
Total Contract Fee		\$248,937

EXHIBIT "B-2"
Hours and Rates

Project Title: OSP Node Buildings
City of Chandler Project No.: DS2201

TASK DESCRIPTION	Subtotal	Haines	Stroup	Colombo	Wright & Ceron	Modrak	Cody & Others	Metrailler	Hacker	Jessie	< PROJECT ROLE < HOURLY RATES	Sub Consultant Lump Sum
		Principal / Sr. Sys. Engr.	Structural Sr. Prof II	Electrical Sr. Prof II	Sr. Prof	Analyst	Analyst	Sr. Designer	Sr. Admin	Clerical		
		\$ 245.00	\$ 215.00	\$ 215.00	\$ 190.00	\$ 150.00	\$ 150.00	\$ 175.00	\$ 120.00	\$ 80.00		
TASK DESCRIPTION	Subtotal										TOTAL HOURS PER TASK	Direct Expense
Task 1.0 - 30% Design Concept Development	\$48,795	34	9	22	19	26	68	6	4	0	188	\$14,560.00
1.1 Management and Coordination	\$730	2							2			
1.2 Project Schedule	\$395	1					1					
1.3 Kick-off Meeting	\$790	2					2					
1.4 Monthly Pay Applications	\$730	2							2			
1.5 Existing Fiber Connection Points & New Conduit Pathways	\$395	1					1					
1.6 Aerial Imagery Base-Map Development	\$3,155				2		15	3				
1.7 Coordinate known utility locations with City	\$775						4	1				
1.8 Coordinate Utility Test Hole Locations	\$1,335	3					4					\$10,400.00
1.9 As-Built Research of Fiber Hut Locations	\$1,630		1	1		4	4					
1.10 Investigate Fiber Hut Door Location Options	\$1,090	2					4					
1.11 Design Concept for Adding a Site Generator	\$3,140	1	1	6	1	8						
1.12 Field Reviews with City Staff	\$8,950	10	4	8	8	8	8					
1.13 Power Load Monitoring (30 Day Load Test)	\$1,220	2		2		2						\$4,160.00
1.14 Develop 30% Design Concept Level Plans	\$9,900	8	3	5	8	4	25	2				
Task 2.0 - 60% Plans & Estimate	\$85,922	29	31	37	68	55	175	8	2	4	413	\$14,816.52
2.1 Comment Resolution Log & Meeting on 30% Submittal	\$3,470	3	1	2	3	2	6			4		
2.2 Topographic Survey Services	\$3,850	2			4		8	8				\$3,912.00
2.3 Grading and Drainage Design Services	\$12,280		2		15		60					
2.4 Advance Site Plan Designs (Site Civil)	\$2,720				8		8					
2.5 Geotechnical Investigation Services	\$920	2	2									\$10,904.52
2.6 Advance Site Plan Designs (Structural)	\$12,535		19		20		31					
2.7 Advance Site Plan Designs (Electrical/Fiber/ACS)	\$8,420	2		2		25	25					
2.8 Modify Fiber Hut Details per Site	\$2,610			2	2		12					
2.9 Electrical Feeder Panel Schedule per Site	\$2,660			4		12						
2.10 Develop the Project Special Provisions	\$10,370	10	4	24	10							
2.11 Develop 60% PS&E	\$10,540	8	3	3	6	16	25					
2.12 Monthly Pay Applications	\$730	2							2			
Task 3.0 - Utility Coordination	\$6,680	2	0	0	8	0	21	0	0	19	69	\$0.00
3.1 Bluestake Tickets & Obtain Maps from Utilities	\$820				1		1			6		
3.2 Log & Review Utility Map Records Received	\$1,110				1		4			4		
3.3 Update Utility Info on Basefiles for 60% Plans	\$2,205	1			4		8					
3.4 Distribute Notification Form & 60% Plans to Each Utility	\$1,320						4			9		
3.5 Utility Conflict Resolution	\$1,225	1			2		4					
Task 4.0 - 95% Pre-Final PS&E	\$37,820	22	31	17	40	26	67	0	2	4	213	\$0.00
4.1 Comment Resolution Log & Meeting on 60%	\$4,720	4	2	2	4	2	10			4		
4.2 Advance Site Plan Designs to the 95% Level of Completion	\$18,305	4	22	7	26		41					

EXHIBIT "B-2"
Hours and Rates

Project Title: OSP Node Buildings
City of Chandler Project No.: DS2201

			Haines	Stroup	Colombo	Wright & Ceron	Modrak	Cody & Others	Metrailler	Hacker	Jessie		
			Principal / Sr. Sys. Engr.	Structural Sr. Prof II	Electrical Sr. Prof II	Sr. Prof	Analyst	Analyst	Sr. Designer	Sr. Admin	Clerical	< PROJECT ROLE	Sub Consultant
			\$ 245.00	\$ 215.00	\$ 215.00	\$ 190.00	\$ 150.00	\$ 150.00	\$ 175.00	\$ 120.00	\$ 80.00	< HOURLY RATES	Lump Sum
TASK DESCRIPTION	Subtotal											TOTAL HOURS PER TASK	Direct Expense
4.3 Advance the Project Special Provisions to the 95% Level	\$3,460	4	4	4	4							46	
4.4 Develop 95% PS&E Package	\$10,605	8	3	4	6	24	16						
4.5 Monthly Pay Applications	\$730	2								2			
Task 5.0 - 100% (Sealed) PS&E / City Permit Review	\$7,605	9	4	4	6	2	12	0	1	4		46	\$0.00
5.1 Comment Resolution Log & Meeting on 95%	\$1,900	2	1	1	2	2	2					27	
5.2 Update the PS&E based on comment resolutions	\$3,310	2	2	2	4		8						
5.3 Develop 100% (Sealed) PS&E for Permit Review	\$2,030	4	1	1			2			4			
5.4 Monthly Pay Applications	\$365	1								1			
Task 6.0 - Issued for Construction (IFC)	\$4,435	5	2	2	3	5	5	0	1	2		27	\$0.00
6.1 Develop the IFC Sealed Plans	\$4,070	4	2	2	3	5	5			2		12	
6.2 Monthly Pay Applications	\$365	1							1				
Task 7.0 - Update the "IT Enterprise Network" Map	\$2,180	4	0	0	0	0	8	0	0	0		12	\$0.00
Cordinate with the City & update the Visio file.	\$2,180	4					8						
Allowances	\$55,500	0	0	0	0	0	0	0	0	0		0	\$0.00
Additional Survey or Geotechnical Services	\$3,000												
Site Generator & Service Point Design & Specifications	\$8,500												
Fiber Hut Modifications (Aesthetic Roof Treatments)	\$9,500												
Additional Foundation Designs	\$5,500												
Legal Descriptions of Fiber Hut Areas	\$4,500												
Traffic Control	\$2,500												
Owners Allowance	\$22,000												

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.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/23/2022

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

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

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-220-7699 FAX (A/C, No): E-MAIL ADDRESS: jerry.noyola@greyling.com														
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 449">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1563 449">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 449 1433 478">INSURER A : National Union Fire Ins. Co.</td> <td data-bbox="1433 449 1563 478">19445</td> </tr> <tr> <td data-bbox="816 478 1433 508">INSURER B : Allied World Assurance Company (U.S.)</td> <td data-bbox="1433 478 1563 508">19489</td> </tr> <tr> <td data-bbox="816 508 1433 537">INSURER C : New Hampshire Ins. Co.</td> <td data-bbox="1433 508 1563 537">23841</td> </tr> <tr> <td data-bbox="816 537 1433 567">INSURER D : Lloyds of London</td> <td data-bbox="1433 537 1563 567">085202</td> </tr> <tr> <td data-bbox="816 567 1433 596">INSURER E :</td> <td data-bbox="1433 567 1563 596"></td> </tr> <tr> <td data-bbox="816 596 1433 625">INSURER F :</td> <td data-bbox="1433 596 1563 625"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins. Co.	19445	INSURER B : Allied World Assurance Company (U.S.)	19489	INSURER C : New Hampshire Ins. Co.	23841	INSURER D : Lloyds of London	085202	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 21-22

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			GL5268169	04/01/2021	04/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA4489663	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$10,000			03127930	04/01/2021	04/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC015893685 (AOS)	04/01/2021	04/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab			B0146LDUSA2104949	04/01/2021	04/01/2022	Per Claim \$2,000,000 Aggregate \$2,000,000

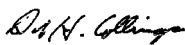
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project #DS2201.201 - Outside Plant Fiber Telecommunications Remote Buildings; David Haines.

The City, its officers, officials, agents and employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Chandler 175 S. Arizona Avenue Chandler, AZ 85225	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

written contract & allowed by law. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies. Separation of Insureds applies to the General Liability Policy. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II 6 Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.