



PROFESSIONAL SERVICES AGREEMENT

Design Services

WATER MAIN REPLACEMENT 2022

Project No. WA2203.201

Council Date: July 14, 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 **GHD Inc.**, a wholly owned subsidiary of GHD Group Pty Ltd, a global professional services firm, ("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 **WATER MAIN REPLACEMENT 2022** 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 **540** 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 **\$808,781.50** 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:	LEGAL COMPANY NAME: GHD Inc. a wholly owned subsidiary of GHD Group Pty Ltd, a global professional services firm Mailing Address: 4747 N. 22nd St., Ste. 200, Phoenix, AZ 85016 Statutory Agent Name: United Agent Group, Inc. Statutory Agent Mailing Address: 3260 N. Hayden Rd., #210, Scottsdale, AZ 85251 CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE: Name: Bill Roberts Title: Project Manager Phone: bill.roberts@ghd.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 Indemnitee from and against any and all Claims, except those arising solely from Indemnitee'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 Indemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E – Federal Requirements (if applicable)

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

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

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

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

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

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

SIGNATURE PAGE TO FOLLOW

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

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

"CITY" CITY OF CHANDLER

"CONSULTANT"
GHD, Inc.

MAYOR

 4/26/2022
Signature Date

RECOMMENDED BY:


Kimberly Moon, P.E.
Acting CIP City Engineer

Michael A. Worlton
Print Name

Principal
Title

Mike.Worlton@ghd.com
Signer Email Address

APPROVED AS TO FORM:

City Attorney 

ATTEST:

City Clerk Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

EXHIBIT "A"

SCOPE OF SERVICES

A. PROJECT DESCRIPTION & SCOPE OF SERVICES:

Consultant will provide design services for the development and permitting of construction documents for the replacement of water mains in Chandler, Arizona in the three areas listed below.

- Tyson Manor: Replace approximately 7,100 lf of existing 4, 6, 8 and 12-inch water mains in an area bound by West Galveston Street, North Evergreen Street, West Flint Street, and North Alma School Road. Some of the existing water mains are in alleys between homes. In these cases, a new water main will be installed in the adjacent street and new water services will be routed from the street to the existing water entrance on each home. Existing water mains will be replaced with new mains along the following streets.
 - West Galveston Street
 - West Tulsa Street
 - West Oakland Street
 - West Tyson Street
 - West Erie Street
 - West Flint Street
 - North Alma School Road (East and West sides of the street)
 - North Pleasant Drive
- Sunset Manor: Replace approximately 5,650 lf of 6 and 8-inch water mains within an area bound by West Erie Street, North Hartford Street, West Chandler Boulevard and North Evergreen Street. Some of the existing water mains are in alleys between homes. In these cases, a new water main will be installed in the adjacent street and new water services will be routed from the street to the existing water entrance on each home. Existing water mains will be replaced with new mains along the following streets.
 - West Erie Street
 - West Flint Street
 - West Detroit Street
 - West Toledo Street
 - West Chandler Boulevard (Frontage Road)
 - North Vine Street

New water services in this area will also be installed on existing water mains along

the following streets to replace existing services that are currently fed by water mains in alleys.

- West Chandler Boulevard
 - North Hartford Street
- Arrowhead Meadows: Replace approximately 6,900 lf of 6 and 8-inch water mains within an area bound by West Erie Street, North Alma School Road, West Chandler Boulevard, and North Arrowhead Drive. All the existing water mains in this area are within the existing roadways. Existing water mains will be replaced with new mains along the following streets.
 - West Erie Street
 - West Flint Street
 - North Chippewa Place
 - North Apache
 - North Comanche Drive

The existing mains will be replaced with matching diameter piping unless they are smaller than the City's minimum 8-inch diameter. All existing mains that are smaller than the minimum size will be replaced with 8-inch piping,

The project design budget is \$ 808,781.50. The design services discussed in this scope will be completed within this budget.

B. ASSIGNMENT:

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

C. CONSTRUCTION DOCUMENTS:

The project's construction documents will include drawings and technical specifications. They will be delivered to the City at 30%, 60%, 90%, and 100% complete stages as described below under Tasks 7-10. All water mains in the right-of-way within the three areas will be illustrated and described in one set of drawings. The drawings will be prepared at a 1" = 20' scale on 24"x36" sheets. The alleys that contain the area's existing water mains will not be fully illustrated on the right-of-way plans. Only the beginning and ending of the alleys will be shown to call out the abandonment of the existing water mains within them. The following sheets are anticipated for the water mains in the right-of-way.

No. of Sheets	Sheet Title
1	Cover sheet
1	Legend, notes, and abbreviations
1	Details
3	Key maps
3	Survey Control
56	Water main plan and profile sheets
4	<u>Tie-in plan and profile sheets</u>
68	Total sheets

All private plumbing improvements within the Tyson Manor and Sunset Manor neighborhoods between the new water meter and home water entrance will be illustrated and described in a separate set of drawings. The drawings will be prepared at a 1" = 20' scale on 11"x17" sheets. Since the private plumbing alignments will be dependent on one-on-one public outreach, a 60% submittal will not be provided for this plan set. While the 60% right-of-way plan set is being prepared, the public outreach on the private plumbing plan set will be conducted. The following sheets are anticipated for the project.

No. of Sheets	Sheet Title
1	Cover sheet
1	Legend, keynotes and service and meter size table
1	Notes
1	Details (if needed)
146	<u>Plumbing plan sheets</u>
150	Total sheets

The City's standard notes, and detail sheets will use the Water Main Replacement project that GHD recently completed with the City (City Project No. WA1912.401) as CAD boilerplates. The CAD cover sheet will be provided by the City at the project kickoff meeting. The latest notes, design manuals, list of approved products, and supplements to MAG from the City's most recent Unified Development Manual will be used.

Monuments located and illustrated on the survey control sheets will be limited to those that are accessible without digging through existing asphalt paving.

General conditions will be provided to the Consultant for review and reference to verify there is no contradictory information included in the Technical Specifications.

Technical specifications will be prepared for each of the two plan sets. The technical specifications will be used to supplement City specifications and details, MAG, and describe and assign payment terms for bid items. These documents will use the specifications from

the Water Main Replacement project that GHD recently completed with the City (City Project No. WA1912.401) as Word boilerplates. The geotechnical report and utility potholing will be included as appendices.

Development Services reviews will be submitted electronically. The Consultant will prepare one (1) stamped Mylar cover sheet and up to two (2) bond copies after the cover page is signed.

D. TASKS:

1. PROJECT MANAGEMENT AND MEETINGS: This task will provide a foundation for overall project management and monitoring. The project duration is assumed to be twenty-two (22) months. The following tasks have been identified as functions for management of this project:

- 1.1 The Consultant will attend a kick-off meeting, four (4) design coordination meetings, and three (3) comment and review meetings during the design of the proposed improvements.
 - a. The design coordination meetings will be utilized as needed to discuss any design components of the project. One of the meetings will be utilized to review and receive City comments on the proposed water main horizontal alignments and valve locations prior to the 30% submittal. Both plan sets will be discussed during this meeting.
 - b. Review meetings will be held following the 30%, 60%, and 90%. Comment and review meetings will incorporate a schedule review, progress reports, discussions on design features, a review of City plan comments, and how to address them. Both plan sets will be discussed during this meeting.
 - c. At a minimum, the attendees will include the Consultant's Project Manager, the City's Project Manager, and a representative from the City's client department. Additional representatives from the City and the Consultant may be required to attend as deemed appropriate by the City.
 - d. The submittals will be made to the City's Project Manager for comment and Development Services review. The submittals will be provided in a PDF file. The submittals will include original redline drawings and comments received from previous review along with a review summary indicating action taken.
 - e. All meetings will be held virtually via an online videoconference platform, such as Microsoft Teams.

- 1.2 The Consultant will prepare a meeting agenda and minutes of the items discussed in the meeting. The Consultant will forward those minutes to the City's Project Manager for distribution.
- 1.3 The Consultant will perform budget monitoring. The design budget status will be updated with each monthly invoice for the City. This report will be part of an overall summary table that outlines the project status, remaining budget, and invoice/contract notes. The invoicing spreadsheet will include first tier Task summaries (Task 1, 2, 3, etc.). Second tier tasks (1.1, 1.2, etc.) will be excluded. Each summary will breakdown the invoice amount and task by percent complete.
- 1.4 The Consultant will coordinate with its subconsultants. This coordination will include contracts, insurance requirements, and invoicing.
- 1.5 The Consultant will coordinate with a potholing Contractor, who will perform up to 150 potholes within the three project areas. This coordination will include:
 - a. Preparing a sketch that illustrates the desired pothole locations to share with the City and Contractor.
 - b. Sharing and reviewing utility information with the Contractor
 - c. Fielding Contractor questions during potholing operations
 - d. Surveying the potholes locations after the Contractor has completed the work.
 - e. Incorporating the pothole results in the construction documents

2. PROJECT SCHEDULE:

- 2.1 The Consultant will prepare and monitor the project schedule. Consultant must perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference. The schedule may not be modified or deviated from without written consent of City. Consultant must revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. Consultant must take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist Consultant.

3. QUALITY CONTROL:

- 3.1 Consultant must institute and comply with a Design Quality Control Plan. The plan will consist of the following steps and Consultant team members.
- a. The Consultant will conduct an internal kick-off meeting that will be used to review the project's scope, team roles, applicable standards, and quality control measures. Quality control measures will be in accordance with GHD's ISO9001 program.
 - b. Designers will review Chapter 1 – Water System Design from the City's Engineering and Design Standards Manual and apply its requirements during plan production.
 - c. Designers will perform their own quality control review of the plans before submitting them to the sealing engineer and/or project manager.
 - d. Prior to each project submittal, the sealing engineer and/or project manager will review the project plans against a prepared quality checklist. The completed checklist will be saved in the Consultant's project file.
 - e. Any comments received from City or County reviewers and GHD's resolution to those comments will be documented in a tabular form. The form will accompany the next document submittal and be filed in the Consultant's project file.

4. PRELIMINARY RESEARCH:

- 4.1 The Consultant will perform a document search for utility information by using the Arizona 811 system and request maps, as-builts, and utility records from utility owners. The City's water and sewer maps will be provided by the City. Utility information provided by owners will be illustrated on the project plans and then submitted to the utilities for a clearance review.
- 4.2 The Consultant will research and/or obtain geotechnical reports and investigations, master plans, computer model data and field surveys.
- a. The Consultant will hire a geotechnical engineer to perform a soils report for the project as described in this scope. Borings for the report are expected to occur between the conceptual design and 60% plan submittal and the report will accompany the 60% submittal.

- b. The Consultant will perform or hire a subconsultant to perform topographic and aerial surveys that include topographical and property data of the immediate site. This effort will be included as an allowance.
 - c. Since the pipe sizes have been defined for this project, computer modeling or master planning will not be consulted or performed under this scope.
- 4.3 The Consultant will prepare a base map that illustrates the existing conditions in the project area based on the topographic survey in AutoCAD. The base map will be prepared to a scale of 1"=20'.

Type text here
- 4.4 The Consultant will perform a document search for rights-of-way and public as-builts by filling out and submitting a signed request form to the City. It is assumed that all the proposed improvements will be designed within existing City right-of-way or existing water/utility easements. The Consultant will investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished. Past as-builts will be verified by locating above grade improvements during the project's topographic survey.
- 4.5 The Consultant will perform a document search for City policies, regulations, standards, design manuals, and requirements, etc. relevant to project. A list of these documents will be reviewed with the City's Project Manager for input.
- 4.6 The Consultant will conduct site visits during the design twice. The first visit will be made by the Engineering Manager and Project Manager at the beginning of the design to observe the existing conditions. The second visit will be utilized by design and CAD staff between conceptual design and 90% plans to walk the proposed alignments and identify potential conflicts with existing conditions.

5. UTILITY/AGENCY COORDINATION AND SUBMITTALS:

- 5.1 Coordination with utility companies and agencies must be in accordance with the latest version of the "Public Improvement Project Guide" (PIPG).
 - a. Consultant will identify utility conflicts during the initial stages of the design process and coordinate the design and installation of the new water mains with the utility owners within the project area. Utilities will include electric, communications, water, storm drainage, public irrigation, and sanitary systems. Since the proposed water mains are expected to be installed within existing public right-of-way or existing easements, new easements or property acquisition and supporting survey and title efforts are not expected.

- b. Consultant will incorporate the utility/agency private developer construction requirements into the bid documents. The Consultant will submit plans to utilities for review and use during their design for their service improvements or any necessary relocations.
 - c. If a conflict with another utility cannot be avoided, Consultant will conduct a meeting to coordinate relocations with the applicable utility and establish relocation schedules. One conflict resolution meeting has been included in this project budget.
- 5.2 The 90% plans will be submitted to Maricopa County Environmental Services Department (MCESD) for an Approval to Construct (ATC). With City support, the Consultant will prepare an ATC submittal, which will include the following components.
 - a. An application with City signatures
 - b. A one-page design memorandum that describes the proposed improvements, their location, and why they are being installed.
 - c. Expedited review fees, which are included in this scope as an allowance.
- 5.3 The Consultant will submit project drawings and technical specifications to Development Services for review and comment as described under Tasks 7-10 below.

6. GEOTECHNICAL INVESTIGATION:

- 6.1 Consultant's subconsultant will perform a geotechnical investigation. This effort will be included as an allowance.

7. DESIGN COORDINATION (30% Document Review):

- 7.1 When the design is approximately thirty percent complete, Consultant will do the following:
 - a. Prepare design drawings for the water mains in the right-of-way and private plumbing plan sets that depict preliminary horizontal alignments and valve and fire hydrant locations for the new water mains based on the location of existing utilities, roadways and coordination with City.

- b. Present initial horizontal alignment to City and its representatives. Staff will collaborate with Consultant to update the plans and mutually decide on the best alignment.
- c. The final horizontal alignment must incorporate City's comments.
- d. Submit the plans to City for Development Services review.
- e. Submit to City's Project Manager for comment one PDF file.

8. DESIGN DEVELOPMENT (60% Document Review):

- 8.1 Based on the approved Schematic Design Documents and any adjustments authorized by the City in the schedule, design budget, or construction budget, Consultant will prepare, for approval by City, Design Development Documents consisting of water mains in the right-of-way drawings to describe, locate, and size the proposed improvements of the project. When the design is approximately sixty percent (60%) complete, Consultant will do the following:
 - a. Develop profiles to accompany the horizontal alignments resulting from the schematic design review meeting.
 - b. Include simple keynotes and water service locations with the plan views.
 - c. The Consultant will perform code reviews and implement requirements into the drawings.
 - d. 60% plans will only be prepared for the water mains in the right-of-way plan set. The public outreach for the private plumbing plan set will be conducted while the 60% right-of-way set is created.
 - e. Submit the plans to City for Development Services review.
 - f. Submit to City's Project Manager for comment drawings, technical specifications, and a cost estimate in PDF format.
- 8.2 The Consultant will create a draft of the project's supplemental technical specifications based on the boilerplate document from the previous City project. The draft will be submitted to the City for review and comment.
- 8.3 The Consultant will estimate the cost of the project based on the 60% drawings and value engineer the design cooperatively with the design team and City's

representatives.

- a. This effort will consist of a focused meeting addressing: relationships of components, construction materials, and installation methods. This meeting will occur concurrently with the 60% review and comment meeting.
- b. Value engineering revisions will be incorporated into the plan set at the same time the City's other comments on the 60% plans are addressed while the 90% plans are being prepared. Since the horizontal alignments of the proposed water mains were evaluated and value engineered during the 30% design review meeting, it is assumed that changes to the horizontal alignments shown on the 60% drawings will be limited for the 90% submittal. The following could impact the horizontal alignments between 60% and 90%:
 - Pothole results
 - One-on-one meetings with homeowners
 - City review
- c. Unit prices used in the 60% estimate will be based on recent City and GHD bid tabulations on similar projects and other pertinent sources for current construction costs as determined by the Consultant. The 60% estimate will be a simplified estimate for comparison to the City's planning estimates. It will be limited to waterline, valves, hydrants, services, and roadway improvements. It will not include all the details improvements that are illustrated on the 60% plans or will be illustrated on future construction documents. A higher contingency will be used to represent details and improvements that have not been finalized at the 60% level. If the design exceeds the construction budget, agreed upon value engineering concepts or phasing can be incorporated into the 90% submittal to re-align the design with the construction budget.

9. CONSTRUCTION DOCUMENTS (90% Document Review):

- 9.1 Based on the approved Design Development Documents and any further adjustments in the scope of the Project or in the budget authorized by City, Consultant will prepare, for approval by City, drawings for the water mains in the right-of-way and private plumbing plan sets setting forth in detail the requirements for the construction of the Project. When the design is approximately ninety percent (90%) complete Consultant will do the following:
 - a. Update the 60% plan views, profile views, sections, schedules, and notes to bid and construct the project.

- b. Submit to City's Project Manager for comment drawings, technical specifications, and a cost estimate in PDF format. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.
 - c. Submit the plans to City for Development Services review.
- 9.2 The 90% submittal will include a construction cost estimate for verification with the budget and value engineering if required. The private plumbing improvements will be represented on an "each" basis. The unit cost for each new private service including its associated landscape and hardscape improvements will be based on past bid tabulations or a quote from a plumbing contractor.

If the design exceeds the construction budget agreed upon, value engineering concepts or phasing can be incorporated into the final submittal to re-align the design with the construction budget. Since value engineering will occur during the conceptual and 60% reviews, adjustments at the 90% stage will be limited to removing sheets or improvement areas from the plan set.

10. BID & AWARD (100% or Final Documents):

- 10.1 Submit 100% plans to Development Services for Civil and Building review, and the city Project Manager for approval. All plans will be sealed by a professional engineer. Plans will be provided on black line prints as well as PDF and AutoCAD files.
 - a. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.
 - b. Provide City of Chandler with a copy of the AutoCAD files. The proposed water main improvements must be "layered" so as to be able to isolate proposed improvements from existing features or vice versa.
 - c. Submit to Development Services up to two (2) encroachment permits. Review fees for this submittal are not included in this scope.
- 10.2 Submit the 100% sealed technical specifications to the City Project Manager in PDF. Provide a Bid Schedule in Microsoft Excel.
- 10.3 The Consultant will update the project's cost estimate based on the final plans.
- 10.4 The Consultant will attend and participate at the pre-bid conference for the purpose of answering technical questions from potential bidders.

- 10.5 Assist City in the evaluation of “substitutions and or-equals” and make a recommendation to accept or decline. Up to two substitutions will be considered.
- 10.6 Prepare addenda for review and approval by City. City will distribute.
- 10.7 If bids are 10% over or under the “engineers estimate”, Consultant will be required to provide a detailed evaluation that compares the bid tabulation to the latest cost estimate and outlines the differences.

11. PUBLIC OUTREACH AND MEETINGS:

- 11.1 After the 30% plans have been reviewed with City, Consultant’s public outreach subconsultant will provide public outreach services. These efforts are included as an allowance.
- 11.2 Consultant will meet with residents to discuss their preferred alignment for their new service within their yard, verify the existing improvements shown on their property that would impact that alignment, and obtain access agreements. The level of effort for these meetings will be as follows:
 - a. Meetings will be held in the same public location during four consecutive evenings between 4 pm and 8 pm.
 - b. The City/Design team will consist of two (2) Consultant staff members and two (2) City staff members. In addition, a representative from the Consultant’s public outreach subconsultant will attend to facilitate the meetings.
 - c. Up to one hundred and forty-six (146) residents will be scheduled for 15-to-20-minute one-on-one meetings with a single team member.
 - d. The product of each one-on-one meeting will be a hand sketched service alignment and identified conflicts that will be addressed during construction. The sketch will be drawn on the project’s 30% plan sheets and include handwritten notes from the meeting.
 - e. Each team member will meet with up to nine (9) residents each evening.
 - f. Each team member will provide their notes and sketches to Consultant, who will compile them into meeting minutes.
 - g. Public comments will be addressed at the discretion of the City.

- 11.3 It is anticipated that 25% of the project area's residents will not attend the initial public meeting (approximately 37 residents). Consultant, accompanied by a City staff member will meet with these residents on a one-on-one basis at their homes. The Consultant's public outreach subconsultant will schedule these on-site meetings.
- 11.4 To track progress on the project's public outreach, GHD will prepare an exhibit that illustrates all the lots that require private plumbing improvements. These lots will then be hatched or colored to represent the following outreach milestones
- a. Resident contacted
 - b. One-on-one meeting scheduled
 - c. Meeting completed
 - d. Alignment and access agreement acquired

12. ALLOWANCES:

- 12.1 An allowance for nondestructive utility location using potholing has been included in the project fee. The Engineer's potholing contractor will provide the following services in association with the water main replacements.
- a. Provide up to 150 potholes to locate existing utilities with an estimated budget of \$1,050 per pothole. The estimated number of potholes is based on the previous Water Main Replacement project. Actual pothole locations will be determined by the Engineer and approved by the City.
 - b. Potholes will also be used throughout the project area to verify existing waterline materials and sizes.
- 12.2 An allowance to perform topographic and aerial surveys that include topographical and property data of the immediate site has been included in the fee. The Consultant will perform or hire a subconsultant to perform the topographic survey. If the Consultant provides the topographic survey, the number of hours spent on the survey will be provided to the City.

The Consultant will perform an online search for survey ties and benchmarks and the survey will utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans. The drawings will clearly define

the benchmark location and elevation that will be utilized for construction. Property data will be based on the City's available GIS files and verification will be limited to the topographic and aerial locations of existing above grade features such as walls and fences. The Consultant's survey efforts will not include the confirmation of property boundaries and locating all survey monuments or property corners within the project area. The survey will locate above grade improvements within the existing right-of-way at 50' cross sections and within private properties to assist with the relocation of services. When the edge of the right-of-way contains vegetation, the survey shots will stop at the edge of that vegetation.

- 12.3 An allowance for a geotechnical investigation has been included in the fee. Consultant will perform soil and pavement borings as described in the attached scope of services provided by its geotechnical subconsultant. Sub-surface soil conditions, established by the geotechnical investigations will be incorporated into the bid documents by attaching a soils report, prepared by the Consultant's geotechnical subconsultant, to the project's technical specifications.
- 12.4 An allowance for public outreach has been included in the fee. After the 30% plans have been reviewed with City, Consultant's public outreach subconsultant will provide public outreach services as described in the attached scope of services. Consultant's public outreach subconsultant will notify the public about the proposed water main improvements and schedule one on one meetings in a common location with residents to discuss the improvements that will occur on their property. In addition, the public outreach subconsultant will schedule home visits with the residents that don't attend the one on one meetings.
- 12.5 An allowance for expedited review fees required by the Maricopa County Environmental Services Department (MCESD) has been included in the fee. It is assumed that reviews will be limited to MCESD and City staff. City review fees, if required, will be addressed within the City's internal accounting system and will not require payment from the Consultant.
- 12.6 An owner's allowance has been provided for potential additional services requested by the City. The Engineer shall not utilize the owner's allowance unless prior written authorization is provided by the City.
- 12.7 An allowance for up to 20 potential legal descriptions for temporary or permanent easements has been included in this scope at rate of \$1,000 per description if requested by the City.

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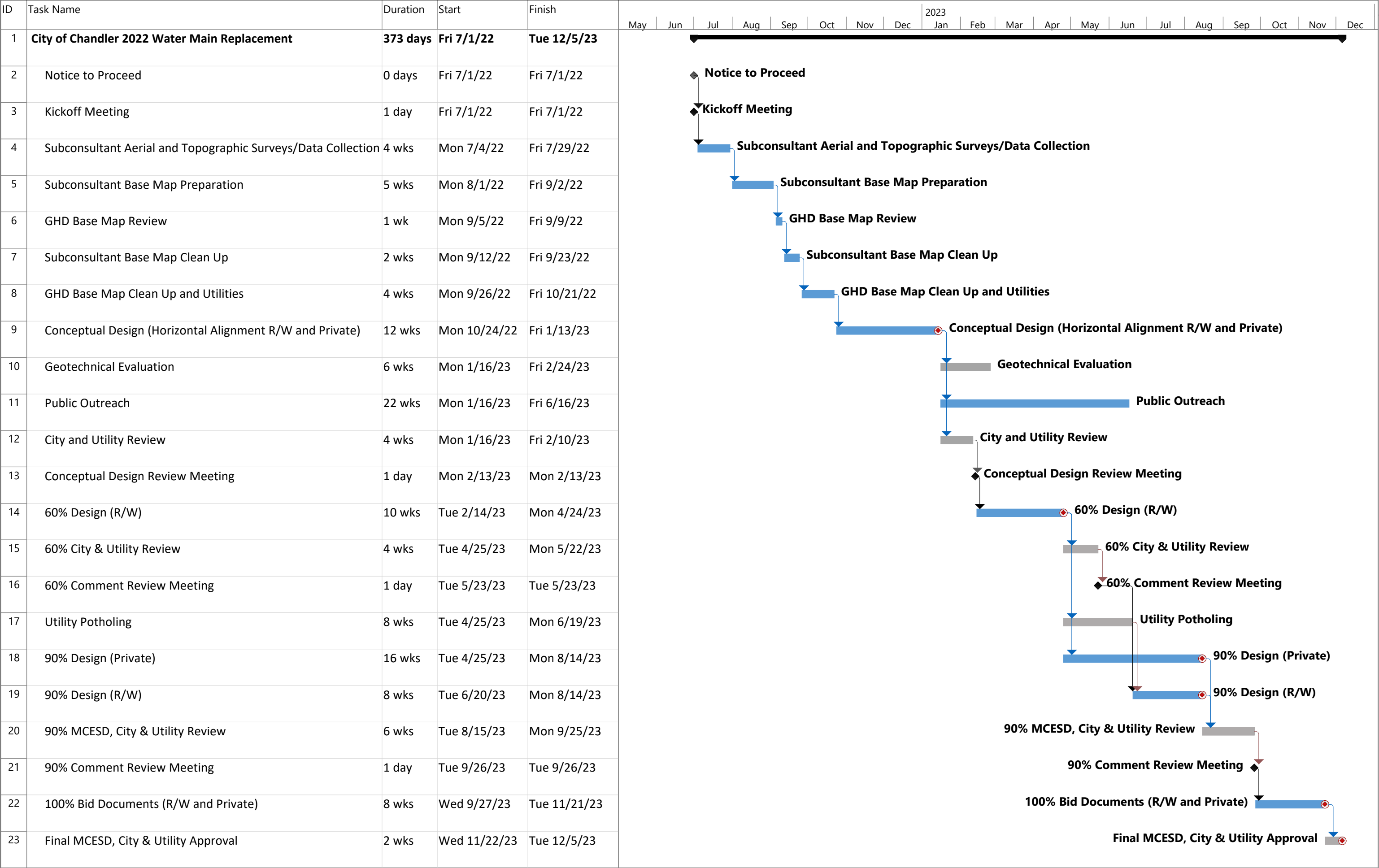


EXHIBIT "B"
COMPENSATION AND FEES

EXHIBIT "B-1"
Lump Sum Cost Per Task



TASK DESCRIPTION		SUBTOTAL
Task 1.0 Project Management and Meetings		\$ 33,450.00
1.1	Meeting Attendance (8 Meetings)	\$ 3,160.00
1.2	Meeting Agenda and Minutes	\$ 4,800.00
1.3	Invoicing and Budget Monitoring (22 Months)	\$ 8,085.00
1.4	Subconsultant Management and Coordination	\$ 9,485.00
1.5	Pothole Coordination	\$ 7,920.00
Task 2.0 Project Schedule		\$ 3,310.00
2.1	Schedule Preparation and Monitoring	\$ 3,310.00
Task 3.0 Quality Control (Included in Design Budgets)		
Task 4.0 Preliminary Research		\$ 31,630.00
4.1	Existing Utilities Map Request	\$ 2,280.00
4.2	Topographic and Aerial Surveys (See allowance)	\$ -
4.3	Base Map Preparation	\$ 20,640.00
4.4	Right-of-Way and As-Built Collection and Review	\$ 3,575.00
4.5	City Policy, Regulation, Standards, Manuals, etc.	\$ 1,055.00
4.6	Site Visits (2)	\$ 4,080.00
Task 5.0 Utility/Agency Coordination		\$ 5,795.00
5.1	Utility Submittals and Clearance Requests	\$ 2,280.00
5.2	MCESD Submittal	\$ 2,855.00
5.3	City Submittals	\$ 660.00
Task 6.0 Geotechnical Investigation		\$ -
6.1	Geotechnical Borings, Investigation, and Report (See allowance)	\$ -
Task 7.0 Schematic Design (30%)		\$ 87,960.00
7.1	Drawings	\$ 87,960.00
Task 8.0 Design Development (60%)		\$ 168,530.00
8.1	Drawings	\$ 158,120.00
8.2	Technical Specifications	\$ 5,660.00
8.3	Cost Estimate	\$ 4,750.00
Task 9.0 Construction Documents (90%)		\$ 95,035.00
9.1	Drawings	\$ 87,960.00
9.2	Technical Specifications	\$ 4,220.00
9.3	Cost Estimate	\$ 2,855.00
Task 10.0 Bid and Award (100%)		\$ 34,435.00
10.1	Drawings	\$ 18,000.00
10.2	Technical Specifications	\$ 2,110.00
10.3	Cost Estimate	\$ 1,895.00
10.4	Prebid Conference	\$ 970.00
10.5	Evaluation of Substitutions (2)	\$ 3,260.00
10.6	Addenda	\$ 3,020.00
10.7	Bid Review	\$ 5,180.00
Task 11.0 Public Outreach and Meetings		\$ 21,680.00
11.1	Public Outreach (See allowance)	\$ -
11.2	Public Meetings (4 Evenings)	\$ 7,470.00
11.3	Follow Up Site Visits (37 Residents)	\$ 11,060.00
11.4	Tracking Exhibit	\$ 3,150.00
ALLOWANCES		\$ 326,956.50
12.1	Potholing (150 @ \$1,050)	\$ 157,500.00
12.2	Topographic and Aerial Surveys (See attached sub proposal)	\$ 40,374.00
12.3	Geotechnical Borings, Investigation, and Report (See attached sub proposal)	\$ 33,000.00
12.4	Public Outreach (See attached sub proposal)	\$ 25,500.00
12.5	MCESD Review Fees	\$ 2,400.00
12.6	Owner's Allowances (10%)	\$ 48,182.50
12.7	Legal Descriptions	\$ 20,000.00
GHD Efforts		\$ 481,825.00
Subconsultants, Allowances, and Permit Fees		\$ 326,956.50
TOTAL COST:		\$ 808,781.50



EXHIBIT "B-2"
Hours and Rates

	Engr. Manager	PM	Design Engr.	Engr. Tech	Sr. Dgnr./ Surveyor	CAD Tech	Admin	
	Bill Roberts	Seth Morales	Marco Pineda, Paul Swangler	Jesse Vasquez, Damian De La Torre	Ryan Smith, Drew Godfredsen, Aaron Foscato	Steven Toft, Paulina Esquer, Odie Malko	Tammie Castillo	
	\$ 215.00	\$ 180.00	\$ 140.00	\$ 120.00	\$ 120.00	\$ 110.00	\$ 80.00	
TASK DESCRIPTION								TOTAL HOURS PER TASK
Task 1.0 Project Management and Meetings	30	106	0	16	8	24	30	214
1.1 Meeting Attendance (8 Meetings)	8	8						16
1.2 Meeting Agenda and Minutes		16		16				32
1.3 Invoicing and Budget Monitoring (22 Months)	11	22					22	55
1.4 Subconsultant Management and Coordination	11	36					8	55
1.5 Pothole Coordination		24			8	24		56
Task 2.0 Project Schedule	2	16	0	0	0	0	0	18
2.1 Schedule Preparation and Monitoring	2	16						18
Task 3.0 Quality Control (Included in Design Budgets)								
Task 4.0 Preliminary Research	2	20	0	36	40	168	0	266
4.1 Existing Utilities Map Request		2		16				18
4.2 Topographic and Aerial Surveys (See allowances)								0
4.3 Base Map Preparation					40	144		184
4.4 Right-of-Way and As-Built Collection and Review	1	8		16				25
4.5 City Policy, Regulation, Standards, Manuals, etc.	1	2		4				7
4.6 Site Visits (2)		8				24		32
Task 5.0 Utility/Agency Coordination	1	7	0	36	0	0	0	44
5.1 Utility Submittals and Clearance Requests		2		16				18
5.2 MCESD Submittal	1	4		16				21
5.3 City Submittals		1		4				5
Task 6.0 Geotechnical Investigation	0	0	0	0	0	0	0	0
6.1 Geotechnical Borings, Investigation, and Report (See allowances)								0
Task 7.0 Schematic Design (30%)	16	68	16	40	100	484	0	724
7.1 Drawings	16	68	16	40	100	484		724
Task 8.0 Design Development (60%)	38	168	72	160	250	644	0	1332
8.1 Drawings	32	144	72	120	250	644		1262
8.2 Technical Specifications	4	16		16				36
8.3 Cost Estimate	2	8		24				34
Task 9.0 Construction Documents (90%)	21	80	16	72	100	484	0	773
9.1 Drawings	16	68	16	40	100	484		724
9.2 Technical Specifications	4	8		16				28
9.3 Cost Estimate	1	4		16				21
Task 10.0 Bid and Award (100%)	33	63	0	48	12	80	0	236
10.1 Drawings	16	24			12	80		132
10.2 Technical Specifications	2	4		8				14
10.3 Cost Estimate	1	4		8				13
10.4 Prebid Conference	2	3						5
10.5 Evaluation of Substitutions (2)	4	8		8				20
10.6 Addenda (2)	4	12						16
10.7 Bid Review	4	8		24				36
Task 11.0 Public Outreach and Meetings	48	52	0	0	2	16	0	118
11.1 Public Outreach (See allowances)								0
11.2 Public Meetings (4 Evenings)	18	20						38
11.3 Follow Up Site Visits (37 Residents)	28	28						56
11.4 Tracking Exhibit	2	4			2	16		24
Task 12.0 Allowances								
12.1 Potholing (150 @ \$1,050)								
12.2 Topographic and Aerial Surveys (See attached sub proposal)								
12.3 Geotechnical Borings, Investigation, and Report (See attached sub proposal)								
12.4 Public Outreach (See attached sub proposal)								
12.5 MCESD Review Fees								
12.6 Owner's Allowances								
12.7 Legal Descriptions								

Kenney Aerial Mapping, Inc.



Photogrammetric Services Since 1963

John W. Cahoon, President, CEO, CP

Stan P. Woessner Jr., Vice President, COO

4008 North 15th Avenue
Phoenix, Arizona 85015
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3470 E. Russell Rd #208
Las Vegas, Nevada 89120
Phone: (702) 260-3033

March 11, 2022

Seth Morales PE
GHD Inc.
4747 North 22nd Street, Suite 200,
Phoenix, AZ 85016

RE: New Chandler Water Main Replacement Project

Dear Seth,

This is our submittal for delivering professional photogrammetric services as outlined in your specifications. Our goal is to provide accurate, comprehensive and timely services, and thereby add *value* to your project. We appreciate the opportunity in working with you.

SERVICES TO BE RENDERED:

Aztec Engineering will act as our subconsultant to establish the aerial ground control targets and perform certain supplemental surveying services as described in their proposals (attached).

Color aerial photography will be flown in stereo with a digital sensor at a 4cm ground sample distance.

Automated aerotriangulation will be performed to supplement the ground control. Any blind checkpoints should be rounded to the nearest five feet in all axes and delivered with the ground control.

Photogrammetric stereo compilation processes will be used to develop the Digital Terrain Model (DTM). A dense grid of mass points will be generated and supplemented with breaklines in order to best depict the terrain surface. Planimetric detail appropriate for a 1"=40' map will be digitized. Clearly visible backyard detail will be digitized in the red area.

When stereocompilation is complete a triangular irregular network (TIN surface) is generated to develop the contours. One foot (1') contours and spot elevations will be delivered with minimal smoothing and filtering.

Ground control, contours, spot elevations, planimetric detail and related data are merged into the topographic mapping file and our comprehensive editing processes are performed to insure accuracy and completeness.

The above data will be provided in AutoCAD format on DVD. The DTM and XML surface will also be delivered as separate files.

Accurate, Comprehensive, Timely - Value

Kenney Aerial Mapping, Inc.

Areas that may be obscured due to dense trees, brush or dark shadows may contain weak x, y, z data and require field survey check or verifications.

Digital orthophotography will be generated with a pixel resolution of .15'. The digital imagery will be delivered in TIFF, TFW and image polygon on DVD.

Project Summary and List of Deliverables	
Image Type: Color	Photo Scale: 4 cm GSD
Stereomodels: 20 Flight Lines: 3	Ground Control: 15 HVP Size: 6" x 4'
Contour Interval: One foot (1')	Map Scale: 1"=40'
Orthophoto Resolution: .15	CAD Standard: AutoCAD/GHD
Terrain Conditions: Residential	Flight Restrictions: None
Comments: Mapping will cover the red and blue areas as shown on the control diagram.	

Aztec fee for Red/Blue Area Control and Supplemental **\$18,256.00**

Aztec optional fee for Blue Area Supplemental **\$10,603.00**

Fee for Aerial Photogrammetric Surveys: **\$11,515.00**

GENERAL NOTES:

Digital map deliverables should be reviewed within 30 days of receipt to insure that map coverage and data is complete. Please notify us immediately if there are any discrepancies. This policy enables us to better serve our customers.

It is understood that you will provide parcel boundaries and establish the ground control necessary for us to perform our services as stated above.

PAYMENT AGREEMENT:

As per this agreement, payment for the above services will not exceed 30 days from date of invoice. Payment may be made by cash, check or credit card (MasterCard or Visa).

Project fees may need to be adjusted if this project is not initiated within 180 calendar days. In the event our photogrammetric services are not paid within the agreed time frame as outlined in this letter, there will be a 1-1/2% per month late fee added to the unpaid balance.

JOB SCHEDULE:

We anticipate completion of this project to be 25 working days after:

- A. We are in receipt of this signed contract,
- B. The project has been flown,
- C. We are in receipt of control

It is important to both your firm and our company that work schedule estimates are on time. Our current number of working days to complete this project may need to be adjusted if:

- A. This project is not initiated and flown within 30 calendar days, *
- B. Survey Control is received later than 5 days after photography is flown,
- C. Weather causes photography delays.

* Note: Flight planning requires a minimum two (2) day notice prior to flight date.

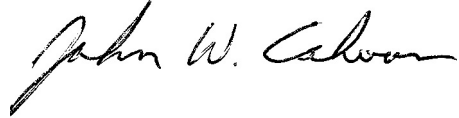
Accurate, Comprehensive, Timely - Value

Kenney Aerial Mapping, Inc.

Your assistance in helping us serve you is appreciated. Please contact **John Cahoon** (jcahoon@kam-az.com) should you have any questions concerning this proposal, survey control requirements or to arrange a flight schedule. **Stan Woessner** (stanw@kam-az.com) will supervise the technical and production aspects of this project.

All services and finished materials will be prepared in strict accordance with generally accepted photogrammetric standards. If this meets with your approval, please sign below, initial any appropriate options and return the enclosed copy. *Please let me know if you have any questions regarding this proposal. We value your business.*

Sincerely,



John Cahoon
Kenney Aerial Mapping, Inc.

Accepted by,

Seth Morales PE
GHD, Inc.

March 10, 2022
Proposal No. 12PHX02-04419

Mr. Seth Morales, PE
GHD
4747 North 22nd Street, Suite 200
Phoenix, Arizona 85016

Subject: Proposal to Provide Geotechnical Engineering Services
Chandler Water Main Replacement Projects
Various Locations within
Chandler, Arizona

Dear Mr. Morales:

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

SITE/PROJECT DESCRIPTION

The project sites are located within the following areas of Chandler, Arizona:

- Tyson Manor: northwest of Erie Street and Alma School Road, and includes approximately 6,585 linear feet of water main replacement.
- Sunset Manor: northwest of Chandler Boulevard and Hartford Road, and includes approximately 5,461 linear feet of water main replacement. The main lines along Chandler Boulevard and Hartford Road will remain, however, new service will be connected to these existing lines.
- Arrowhead Meadows: southwest of Erie Street and Alma School Road, and includes approximately 6,900 linear feet of water main replacement.

The new watermains are assumed to extend 10 or less feet deep. Also, traditional cut-and-cover construction techniques are assumed to be used.

SCOPE OF SERVICES

The scope of services we will perform as summarized below:

- Review available published and in-house geotechnical reports, topographic information, soil surveys, geologic literature, and aerial photographs of the project area.
- Obtain City of Chandler permission to conduct the field work.
- Conduct a field trip to the site for geologic reconnaissance.
- Conduct a site visit to select and mark out the proposed exploration locations.
- Arrange for appropriate traffic control services to be implemented during our field work activities.
- Contact Arizona 811 to evaluate underground utility locations prior to drilling.
- Perform a geotechnical exploration consisting of drilling, logging, and sampling 23 exploratory borings to depths up to 10 feet below ground surface, as summarized below:

Project Area	Number of Borings	Depth of Borings
Tyson Manor	7	10 feet
Sunset Manor	7	10 feet
Arrowhead Meadows	8	10 feet

The borings will be advanced with a truck-mounted drill rig using hollow-stem augers (HSAs).

- Collect soil samples in the borings for laboratory testing and analysis. Ninyo & Moore personnel will log the borings in general accordance with the Unified Soil Classification System and ASTM D2488 by observing cuttings and split-spoon samples. The soil samples will be transported to a Ninyo & Moore laboratory for testing.
- Backfill our planned borings with cement slurry and patch the surface with temporary asphalt cold-patch material.
- Core the temporary cold-patch at each boring, then remove and replace with long-term EVAC asphalt mix.
- Perform laboratory testing that will evaluate the on-site soils characteristics for representative soil samples. The proposed laboratory tests will generally include: in-place moisture and dry density, Atterberg limits, gradation, consolidation, pH, resistivity, sulfate, and chloride content.
- Prepare a geotechnical report for the project alignment that will include logs of the exploratory borings and results of the laboratory testing. The report will include a cover letter sealed by a Professional Engineer licensed in the State of Arizona. The report will include the following:
 - Site vicinity map and boring location map;
 - Description of work scope, laboratory, and field procedures;

- Encountered subsurface soil and groundwater conditions;
- Geologic hazards;
- Excavation characteristics of on-site soils;
- Temporary soil sloping guidelines;
- Temporary vertical shoring guidelines;
- Bedding;
- Backfilling;
- Earthwork factors;
- Potential for re-use of on-site soils;
- Potential for re-use of existing asphalt concrete as pavement base material;
- Subgrade preparation measures;
- Structural pavement section recommendations;
- Recommendations for special soil conditions such as expansive, collapsible, or highly compressible soils;
- Recommendations relative to site drainage; and
- Discussion of soil corrosivity to steel and concrete.

ASSUMPTIONS

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

- The field work will be performed during daytime hours.
- The site is accessible to normal, two-wheel drive, truck-mounted drilling equipment, and site access will be granted.
- The work can be accomplished using HSA operating at a normal rate of penetration.
- If auger refusal or groundwater is encountered, we will terminate the drilling and notify your office.
- Groundwater will not be encountered.
- Some ground disturbance should be expected as a result of our field work.
- Ninyo & Moore will not need to obtain any environmental clearance as a part of this project.

SCHEDULE

We are prepared to initiate this project immediately and could begin the field work within about four weeks after received right-of-entry permission and the fieldwork should be finished within 10 days. We anticipate issuing our report within about eight weeks from the date we receive right-of-entry access. Preliminary geotechnical recommendations can be provided about one week after the field work is done.

ESTIMATED FEE

We propose to perform the work scope described above for an estimated fee of \$33,000 (Thirty-Three Thousand Dollars). This estimated fee is based on the scope of services presented above and our understanding of the project. We will notify you if any additional services or charges are appropriate. If this proposal meets your expectations, please provide formal authorization in the form of a subconsultant agreement, purchase order, or work authorization form.

Ninyo & Moore appreciates the opportunity to provide services on this project and we look forward to working with you.

Respectfully submitted,
NINYO & MOORE



Kenneth Rush, III, PE
Senior Engineer

KR/SDN/tlp



Steven D. Nowaczyk, PE
Managing Principal Engineer



MakPro Services, LLC
2036 N. Gentry • Mesa, AZ 85213

Office: 480-890-1927
Email: teresa@makprosvc.com

April 6, 2022

Mr. Seth Morales
GHD
4747 N. 22nd Street, Suite 200
Phoenix, AZ 85016

Dear Seth:

MakPro Services, LLC (MakPro) is pleased to provide the following revised proposal for public involvement services during design for the City of Chandler's Tyson & Sunset Manor Water Main Replacements Project. Public involvement and outreach is an important element in projects that take place near and on private property and residences, and provides a link between the project and the community it impacts.

This project includes relocating waterline from the alley behind the residences to the street in front of the residences, and it's expected the design phase will take approximately 12 months. This scope of work is based on the information you provided, our discussions about the scope, our experience with you on previous similar projects, and with the City of Chandler on other waterline replacement projects. This cost estimate is for public involvement services for DESIGN PHASE only, and specifically, this cost estimate includes:

Project Communications (3):

- Compile a mailing list for distribution of notices
- Develop notifications and supplemental information for review, revise and finalize, and prepare for printing and distribution up to three notifications, to include:
 - ✓ A first mailer to inform property owners/residents of the project, work impacts, schedule, project team contact information, and a request for resident contact info to be facilitated through a form or on-line form instrument (2-up color postcard)
 - ✓ A second mailer to inform property owners/residents of the need to meet with them to discuss the design components specifically at their property; discuss the work plan and possibly have them sign a right-of-entry or some sort of license agreement to be provided by Chandler.
 - ✓ A door hanger for those who have not been reached in a final attempt at connecting, otherwise the design engineer will determine the best service line alignment.
- Develop on-line contact questionnaire for collecting resident contact information
- Maintain resident contact database for project
- Accommodate Spanish translation for communications

Community Contact / Coordination / Resident Open Houses (4):

- Draft web content to include landing page, frequently asked questions, project overview, schedule, and regular updates to information as needed
- Coordinate with Chandler Web for loading content to ChandlerAz.gov, and with CAPA for project communications
- Maintain a project hotline for approximately eight (8) months for the project, which can accommodate Spanish speakers, to be able to respond to questions and inquiries and maintain a log of hotline calls and how they were responded to
- Respond to email inquiries through the website and assist City staff in responding to inquiries as needed for the project
- Schedule and provide sign-in table with staff for up to four (4) 2-hour open-house meetings for residents to visit with design engineers to discuss individual impacts and residential service locations on their respective property.
- Follow-up with residents who have not connected with the team to schedule a time to meet with the team.
- For residents where contact information is difficult, distribute door hangers at homes in an attempt to connect.
- Attend on-site meetings for up to 10 properties which may be sensitive in nature.

Project Administration:

- Attend a project kick-off meeting and monthly progress meetings (12 mtgs total).
- Communications with project manager and team.
- Contract management and billing.

The total cost for public involvement services during DESIGN phase of this project, identified above and in the cost matrix attached, **should not exceed \$25,500.00**. This estimate includes a fee for the project hotline of \$200/mo and a labor rate of \$110/hour for principal and \$90/hour for associates. Project hotline includes standard calls which don't require extensive research or coordination; however, calls which do require follow-up or more detailed resolution will be billed at hourly rates. Included in this estimate are expenses for interpretation for the community meeting, written translation of notices or collateral, printing and postage for notifications with postage at the current rate for first-class at \$0.58 per piece, and 2-up color postcard at \$0.99 per piece.

It is assumed that GHD or the City of Chandler will track any right-of-entry or similar forms from residents/property owners during design, and our effort is that of an administrative function to facilitate GHD/Chandler's interaction with property owners for information. It is further assumed that any exhibits or renderings for the project needed for public information purposes will be provided by GHD or the City of Chandler. It is assumed that any larger resident or community meetings will be held at City facilities; however, an allowance has been included should rental of venue for meetings be necessary.

This estimate incorporates efficiencies from one task or activity to another, so removal of an activity may require an adjustment of hours or costs in other activities. Changes of substance to this scope during the project may affect the final cost.

April 6, 2022

Thank you for the opportunity to work with you on this project! Should you have questions, need additional information, or wish to customize this proposal in some other way, please feel free to contact me at (480) 890-1927.

Sincerely,



Teresa Makinen
MakPro Services, LLC

Tyson & Sunset Manor Water Main Replacement Project - DESIGN Phase		
Task	Est Hours	Fee / Cost
Project Communications (2 mailers + hanger)	18 @ \$110 18 @ \$90	\$3,600
Community Contact/Coordination: Schedule resident meetings – 152 parcels (90 parcels – Sunset Manor & 52 parcels – Tyson) Web & Hotline (8 months) Four (4) open house resident meetings On-site meetings for sensitive residents and follow-up (up to 10)	30 @ \$110 140 @ \$90 8 mos @ \$200 10 @ \$110	\$18,600
Project Administration	10 @ \$110	\$1,100
Estimated Expenses: (Printing, Postage & Translation for ~210 mailers = \$480 each mailing) 2 mailers, 2-up one-side color, with postage Door hangers to connect with remaining properties (\$40) Venue Rental Allowance (\$1,200)		\$2,200
TOTAL ESTIMATED COST:		\$25,500



Subsurface Utility Services

UNDERGROUND UTILITY SURVEYS
WE DESIGNATE AND LOCATE UNDERGROUND UTILITIES

KC Locate, LLC

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

Proposal/Contract

Attn: Seth Morales

GHD

7600 North 16th Street

Suite 205

Phoenix

AZ 85020

Fax: (602) 216-7201

Bus: (602) 216-7213

Client ID: GHD000

Issued Dated: 3/4/2022

Our TaskID: 202200056

Client Ref:

Project Name: New Chandler Water Main Replacement

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

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

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

Task Total: \$157,500.00

Estimated for 150 spotholes at \$1050.00 per spothole. (120 hole minimum) Client to Survey! To start the process please respond by signing the proposal, terms & conditions to be sent back

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

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

This proposal and its provisions will expire after: **8/15/2022**

APPROVALS:

For KC Locate:

Printed: Kenneth Cole

Title: President

Date: 3/4/2022

For Client:

Printed:

Title:

Date:

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



TERMS & CONDITIONS

1.0 Client shall include or provide the following:

- 1.1 Coordinate activity with owner, or agency, reveal name of owner and purpose for desired data.
- 1.2 Full sized 40 or 50:1 scale site and profile drawings, hardcopy and/or electronic file.
- 1.3 2 locally recoverable survey benchmarks (BM) with horizontal & vertical elevations within 1/4 mile.
- 1.4 Soils reports for the required inspection holes (if available).
- 1.5 Arrange for access in restricted areas to the site for KC Locates personnel and equipment.
- 1.6 Indicate client's Risk Manager; and, "on-site decision / reporting person" along with phone number.

2.0 *KC Locates* normal Scope shall include or provide the following:

- 2.1 All special equipment, skilled personnel, certified DOT safety-sensitive (random tested) trained technicians, and the supplies necessary, or, required to perform designation and utility location services utilizing air/vacuum, dust-controlled, soil-monitored VOC (volatile organic compounds) sensed, soil extraction methods.
- 2.2 ASSIST in securing all necessary plans, plats, records, and other available data as provided by utility owners.
- 2.3 Furnish CLIENT, concurrent with execution of contract, Certificate(s) of Insurance on standard ACORD forms. The insurance shall satisfy the requirements of local jurisdiction authority.
- 2.4 ASSIST in obtaining all necessary permits from city, county, and/or other jurisdictions to allow *KC Locate* to work in existing streets, roads, and rights-of-way for purpose of designating, marking, measuring, soil extracting and recording the vertical elevations of existing subsurface utilities. (An encroachment permit may be required).
- 2.5 Comply with all applicable subsurface utility damage-prevention laws; including pre-marking prospective site areas and by requesting required utility notification service, i.e., prior to soils extraction services.
- 2.6 Start task seventy-two (72) hours after receipt of permitting and coordination with city, appropriate agent, utility owner and county inspectors relating to notification and inspection regulations.
- 2.7 Provide all necessary traffic control for streets with speed limits under 25 MPH, including labor, and equipment, according to the City standards. High traffic density locations may require special traffic control plans and barricading.

Client_____ *KC Locate*_____



TERMS & CONDITIONS

- 2.8 Comply with all jurisdictional regulations pertaining to the movement of traffic; i.e., services restricting traffic may not be permitted at signalized intersections; or, on major, or, collector streets, during the peak traffic hours. Delays may be subject to stand-by time.
- 2.9 Neatly cut and remove existing pavement; (normally does not exceed 12" diameter).
- 2.10 Extract soils to expose any existing utilities, in such a manner to ensure the safety and integrity of the utility.
- 2.11 In Client-requested data format, observe and record the following minimal Field Data information for each utility located:
- 2.11.1 Pavement thickness and description of pavement surface and base.
 - 2.11.2 Diameter / Width of utility, top and, if requested, bottom depths, and configuration of systems.
 - 2.11.3 Elevations ACCURATELY measured to 1/10th foot from original ground and/or pavement surface to utility.
 - 2.11.4 Utility structure material composition, when reasonably ascertainable.
 - 2.11.5 Excavate to a depth of 10 feet for utilities unless prior arrangements have been discussed.
- 2.12 Furnish and install "PK" nails, "hubs", stakes, high-visibility "whiskers", or, markings, directly above the centerline of the utility structure (pipe and/or duct). (Swing-tie referencing, for surveyors, may also be requested).
- 2.13 GUARANTEE restoration of pavement within limits of the original cut for 2 years. When inspection holes are in areas other than roadway pavement, the disturbed areas shall be restored, as nearly as reasonably possible, to the condition existing prior to the air/vacuum soil extraction process. Pneumatically tamp to, or exceed, compaction requirements of existing standards and supplements; to the extent they apply to excavations. Backfill materials will comply with utility owner specifications.
- 2.14 Leave the task site in a clean and safe condition, as it existed prior to starting services.
- 2.15 Maintain compliance with all federal and state mandated programs with written policy statements and current program status to protect CLIENT from any "PASS-THRU" claims or liability.
- 2.16 Agrees that no charge or claim for damages shall be made for delays or hindrances beyond the control of CLIENT during the progress of any portion of the services specified in this agreement.
- 2.17 GUARANTEE completeness and accuracy of services, plans, and all supporting data required under obligation for this project, and, at its expense, correct all errors or omissions therein which may be disclosed.

Client_____ KC Locate_____



TERMS & CONDITIONS

- 2.18 Requests for payment will include a detailed invoice and Certified Report(s) of ALL services. All invoiced amounts shall be due and payable 30 days from invoicing.

3.0 KC Locate shall not provide, or be liable, for the following:

- 3.1 Removal or treatment of hazardous materials encountered on or at the task site.
- 3.2 Field conditions significantly different than those represented by CLIENT; e.g., soil conditions, “as-builts” plans, or tentative drawings may subject estimated costs to re-negotiation.
- 3.3 Locating non-detectable utilities such as ACP, Concrete, PVC, PE and fiber optic cables that are not accessible for signal induction.
- 3.4 “PASS-THRU” Expenses. Additionally, when prepaid by KC Locate, CLIENT is subject to a 15% add-on fee for those expenses. Such items may include but are not limited to; permitting, special traffic control & barricading, special drawings, concrete coring and hazardous materials handling.

Client_____ KC Locate_____

EXHIBIT "C"

INSURANCE REQUIREMENTS

1. General.

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

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

- 2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past

completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

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

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

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

3. Additional Policy Provisions Required.

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

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

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

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

3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.

- 3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City. (Does not apply to Professional Liability coverage.)
- 3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3-year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
- 3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Contract/Agreement.*

- 3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.
- 3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

3.3 *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

- 3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.
- 3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"

SPECIAL CONDITIONS

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

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

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

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

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

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional

seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/02/2022

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No. Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																					
INSURED GHD Inc. 4747 N. 22nd Street, Suite 200 Phoenix, AZ 85016	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A:</td><td>Allied World Assurance Company US Inc</td><td>19489</td></tr> <tr> <td>INSURER B:</td><td>Zurich American Insurance Company</td><td>16535</td></tr> <tr> <td>INSURER C:</td><td>Beazley Insurance Company Inc</td><td>37540</td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Allied World Assurance Company US Inc	19489	INSURER B:	Zurich American Insurance Company	16535	INSURER C:	Beazley Insurance Company Inc	37540	INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: W24708625

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
		Y	Y	0310-4497	12/01/2021	12/01/2022	MED EXP (Any one person) \$ 25,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS	Y	Y	BAP 3757423-06	07/01/2021	07/01/2022	BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY Coll Ded: \$500 Comp Ded: \$250						PROPERTY DAMAGE (Per accident) \$ Hired Physical Damage \$ 100,000.00
A	☒ UMBRELLA LIAB ☒ OCCUR						EACH OCCURRENCE \$ 1,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE	Y	Y	0310-4498	12/01/2021	12/01/2022	AGGREGATE \$ 2,000,000
	DED RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A	WC 0380936-06	07/01/2021	07/01/2022	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			V29594210301	12/01/2021	12/01/2022	Each Claim: \$1,000,000 Aggregate: \$3,000,000

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

GHD Project no.: 12569389, Water Main Replacement 2022. Project No. WA2203.201

Umbrella/Excess Liability follows form over General Liability, Auto Liability and Employer's Liability.

Cross Liability/Severability of Interests is included under General Liability, Auto Liability and Umbrella/Excess Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Chandler Law-Risk Management Department PO Box 4008, Mail Stop 628 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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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED GHD Inc. 4747 N. 22nd Street, Suite 200 Phoenix, AZ 85016	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Coverage for Contractual Liability is provided under the General Liability and Auto Liability policies.

City of Chandler, its agents, representatives, officers, directors, officials and employees are included as Additional Insureds as respects to General Liability, Auto Liability and Umbrella/Excess Liability, where required by contract or agreement.

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds, where required by contract or agreement.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability and Umbrella/Excess Liability, where required by contract or agreement.

Waiver of Subrogation applies in favor of Additional Insureds with respects to Workers Compensation, Where required by written contract, agreement or permit where permissible by law or statute.

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 Person or Organization:

Where required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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 site 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.

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

SCHEDULE

Name of Person or Organization: Where required by written contract
Location And Description of Completed Operations: Where required by written contract
Additional Premium: N/A

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Notwithstanding any other provision of this policy to the contrary, the insurance afforded to an additional insured under this policy will be primary to, and non-contributory with, any other insurance available to that person or organization in the event a contract or agreement you enter into requires you to furnish insurance to that person or organization of the type provided by this policy.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

Where required by written contract

Where required by written contract Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 3757423-06	07/01/2021	07/01/2022	07/01/2021		---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

All other terms, conditions, provisions and exclusions of this policy remain the same.

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US

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

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

Endorsement Effective

Policy No: WC 0380936-06

Endorsement No.

Insured: GHD Inc.

Premium \$

Insurance Company: Zurich American Insurance Company

Countersigned By

Leigha Thomas

WC 00 03 13

(Ed. 4-84)