



PROFESSIONAL SERVICES AGREEMENT
Design Services
PRICE ROAD FRONTAGE ROAD SEWER REHABILITATION
Project No. WW2210.201
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 **Dibble & Associates Consulting Engineers, Inc. dba Dibble**, an Arizona corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

- A. City proposes to engage Consultant to provide Design Services for **PRICE ROAD FRONTAGE ROAD SEWER REHABILITATION** 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 **285** 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 **\$270,000** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

As part of Consultant's services under this Agreement, City will provide furnished items, services, or obligations as detailed in **Exhibit "D"**.

SECTION V--GENERAL CONDITIONS

5.1 Notices. Unless otherwise provided herein, demands under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	City of Chandler - Public Works & Utilities Department Attn: CIP City Engineer P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3349 Email: kimberly.moon@chandleraz.gov		
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Vivianna Barrientes, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3314 Email: Vivianna.barrientes@chandleraz.gov		
To Consultant:			Dibble & Associates Consulting
	LEGAL COMPANY NAME: Engineers, Inc.		
	Mailing Address:	7878 N 16 th St., Ste. 300, Phoenix, AZ 85020	
	Physical Address:		
	Statutory Agent Name:		Susan Detwiler
	Statutory Agent Mailing Address:		7878 N 16th St., Ste. 300, Phoenix, AZ 85020
	Statutory Agent Physical Address:		
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE		
	Name:	Marc Nelson	
	Title:	Project Manager	
	Phone:	602-657-1155	
	Email:	Marc.nelson@dibblecorp.com	

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final contract payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its contracts with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or

the appropriate federal agency, has access to the subconsultants' records to verify the accuracy of all cost and pricing data. City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from Consultant following final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

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

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

convenience in accordance with the provisions of this Agreement.

5.5 Indemnification. To the extent permitted by law, the Consultant ("Indemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("Indemnitee") from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify 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 Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other contract with City, Consultant must first notify City as set forth in this Section of the request

or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

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

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

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

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

5.30 Severability. If any provision of this Agreement or the application to any person or

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

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

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

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

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

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

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

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

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E - Federal Requirements (if applicable)

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

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

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

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

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

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

SIGNATURE PAGE TO FOLLOW

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

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

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

K Moon

Kimberly Moon, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONSULTANT"

Dibble & Associates Consulting Engineers, Inc.
dba Dibble

Kevin W. Roberts 6/14/2022

Signature Date

Kevin Roberts
Print Name

President
Title

kevin.roberts@dibblecorp.com
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

DESIGN SERVICES SCOPE OF SERVICES

EXHIBIT "A" SCOPE OF SERVICES/SCHEDULE

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

- 1.1 Consultant will provide services for the design, permitting, development of construction documents, and specified construction administration for the rehabilitation of sanitary sewer pipe and access manholes that require repair, rehabilitation, or abandonment located at Price Road Frontage Road, and four (4) various other locations within the sanitary sewer collection system of Chandler, Arizona, all as more specifically described herein below.

The design may include, but not be limited to, rehabilitation of approximately 50 manholes and 6,148 linear feet of sanitary sewer pipe adjacent to the Price Road frontage road utilizing Cured-In-Place-Pipe (CIPP) liner installation, abandonment and grouting in place of three (3) siphon pipes under US Loop 101 at Chandler Blvd along with the two (2) adjoining siphon inlet and outlet structures including two (2) downstream connecting pipes and one (1) manhole. Also included in the work are the CIPP rehabilitation of three (3) ductile iron sewer pipes in the vicinity of Ray Road and US Loop 101. A more detailed identification of City's assets for rehabilitation or abandonment are included in Tables 1 through 6.

Table 1: Siphon Structure / Manhole Abandonment	
NO	EID
1	755003295 (Upstream Structure)
2	756003116 (Downstream Structure)
3	756010817 (Manhole Downstream of siphon)

Table 2: Siphon Pipe Abandonment						
NO	EID	DIAMETER	MATERIAL	US_STRUCTURE	DS_STRUCTURE	GIS_Length
1	755009918	14	VCP	755003295	756003116	487
2	755009919	14	VCP	755003295	756003116	484
3	755009920	14	VCP	755003295	756003116	484
4	755009921	24	VCP	756003116	756010817	14
5	755003633	24	VCP	756010817	756008874	45
					TOTAL	1,514 LF

Table 3: Price Road Frontage Road - Manhole Rehabilitation

NO	EID	QS	Manhole Recommendation	Frame, Cover, & Collar Recommendation
1	756003118	10-49	Chimney and Bench Rehabilitation	Replace within 12 months
2	756003298	10-49	Bench Rehabilitation	Replace within 12 months
3	756003300	10-49	Bench Rehabilitation	Reassess in 3 to 5 years
4	756011546	10-49	Chimney and Bench Rehabilitation	Reassess in 3 to 5 years
5	756011554	10-49	Chimney and Bench Rehabilitation	Reassess in 3 to 5 years
6	756003100	11-49	Chimney and Bench Rehabilitation	Reassess in 3 to 5 years
7	756003509	11-49	Chimney and Bench Rehabilitation, PVC Point Repairs	Replace within 3 months
8	756004769	11-49	Chimney and Bench Rehabilitation, PVC Point Repairs	Reassess in 3 to 5 years
9	756011267	11-49	Chimney and Bench Rehabilitation, PVC Point Repairs	Reassess in 3 to 5 years
10	756012847	11-49	Chimney and Bench Rehabilitation	Reassess in 3 to 5 years
11	756006977	12-49	Chimney and Bench Rehabilitation	Replace within 3 months
12	756014853	12-49	Chimney and Bench Rehabilitation	Reassess in 3 to 5 years
13	756000403	4-49	Chimney and Bench Rehabilitation, and Upper Service Drop Lateral	Reassess in 3 to 5 years
14	756000398	5-49	Chimney and Bench Rehabilitation	Reassess in 3 to 5 years
15	756000399	5-49	Chimney and Bench Rehabilitation	Reassess in 3 to 5 years
16	756000400	5-49	Chimney and Bench Rehabilitation	Reassess in 3 to 5 years
17	756007663	5-49	Manhole Rehabilitation	Replace within 24 months
18	756007837	5-49	Chimney and Bench Rehabilitation, PVC Point Repairs	Reassess in 3 to 5 years
19	756009806	5-49	Chimney and Bench Rehabilitation, PVC Point Repairs	Reassess in 3 to 5 years
20	756009807	5-49	Chimney and Bench Rehabilitation	Reassess in 3 to 5 years
21	756000395	6-49	Chimney and Bench Rehabilitation	Reassess in 3 to 5 years
22	756000396	6-49	Chimney and Bench Rehabilitation	Reassess in 3 to 5 years
23	756000397	6-49	Bench Rehabilitation	Replace within 12 months
24	756007835	6-49	Chimney and Bench Rehabilitation	Reassess in 3 to 5 years
25	756011755	6-49	Chimney and Bench Rehabilitation	Reassess in 3 to 5 years
26	756013765	6-49	Chimney and Bench Rehabilitation	Reassess in 3 to 5 years
27	756001828	7-49	Chimney and Bench Rehabilitation	Reassess in 3 to 5 years
28	756011387	7-49	Chimney and Bench Rehabilitation	Reassess in 3 to 5 years
29	756011552	7-49	Chimney and Bench Rehabilitation	Replace within 12 months
30	756012224	7-49	Chimney and Bench Rehabilitation, PVC Point Repairs	Reassess in 3 to 5 years
31	756013583	7-49	Chimney and Bench Rehabilitation	Reassess in 3 to 5 years
32	756014214	7-49	Chimney and Bench Rehabilitation	Reassess in 3 to 5 years
33	756001825	8-49	Chimney and Bench Rehabilitation	Reassess in 3 to 5 years
34	756001826	8-49	Chimney and Bench Rehabilitation	Reassess in 3 to 5 years
35	756001827	8-49	Chimney and Bench Rehabilitation	Reassess in 3 to 5 years
36	756001829	8-49	Chimney and Bench Rehabilitation, PVC Joint Repairs	Reassess in 3 to 5 years
37	756011553	8-49	Chimney and Bench Rehabilitation	Reassess in 3 to 5 years

38	756014213	8-49	Chimney and Bench Rehabilitation	Reassess in 3 to 5 years
39	756002724	9-49	Chimney and Bench Rehabilitation, PVC Point Repairs	Reassess in 3 to 5 years
40	756005588	9-49	Chimney and Bench Rehabilitation	Reassess in 3 to 5 years
41	756007669	9-49	Manhole Rehabilitation	Reassess in 3 to 5 years
42	756014192	9-49	Bench Rehabilitation	Replace within 12 months
43	756005854	12-49	Determined following Assessment: Buried Bring to Grade	TBD
44	756000206	9-49	Determined following Assessment: Buried Bring to Grade	TBD
45	756013692	9-49	Determined following Assessment: Buried Bring to Grade	TBD
46	756006906	10-49	Install structural insert into upstream siphon structure chamber	TBD
47	756014781	10-48	Reassess in 3 to 5 years	Replace within 12 months
48	756010789	10-49	Reassess in 3 to 5 years	Replace within 12 months
49	756012777	11-49	Reassess in 3 to 5 years	Replace within 12 months
50	756011545	5-49	Reassess in 3 to 5 years	Replace within 24 months

Table 4: Collection System CIPP of DIP Pipeline Rehabilitation

NO	EID	DIAMETER	MATERIAL	US_STRUCTURE	DS_STRUCTURE	GIS_Length
1	755013022	12	DIP	756007838	756001826	313
2	755013910	36	DIP	756014213	756002724	163
3	755004573	8	DIP	756000715	756014190	526
					TOTAL	1,002 LF

Table 5: Price Road Frontage Road - Manhole Raise/Assessment

NO	EID	Quarter Section	Recommendation
1	756005854	12-49	Buried Bring to Grade & Reassess
2	756000206	9-49	Buried Bring to Grade & Reassess
3	756013692	9-49	Buried Bring to Grade & Reassess

Table 6: Price Frontage Road CIPP - Pipeline Rehabilitation

NO	EID	DIAMETER	MATERIAL	US_STRUCTURE	DS_STRUCTURE	GIS_Length
1	755005928	42	Unknown	756013692	756000206	871
2	755016763	42	Unknown	756000206	756011554	686
3	755016764	42	RCP – T-Lock	756011554	756011546	1008
4	755016765	42	RCP – T-Lock	756011546	756003118	925
5	755006196	42	RCP – T-Lock	756003118	756008898	24
6	755011120	42	Unknown	756008898	756003509	166
7	755008182	42	RCP – T-Lock	756003509	756012847	478
8	755011121	42	RCP – T-Lock	756012847	756003100	400
9	755018347	42	RCP – T-Lock	756003100	756021217	256

10	755008074	42	RCP – T-Lock	756021217	756011267	587
11	755011122	42	RCP – T-Lock	756011267	756004769	308
12	744011123	42	RCP – T-Lock	756004769	756014853	438
					TOTAL	6,148 LF

- 1.2 The project design, budget is \$270,000.00. All design of the project will be completed within this budget.
- 1.3 Consultant will provide all design services for the Project including, but not limited to, civil engineering services.

2. ASSIGNMENT:

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

3. GENERAL PROJECT ADMINISTRATION:

- 3.1 **Coordination:** Consultant will perform coordination with the Project Team during the sanitary sewer repair, rehabilitation and abandonment design to ensure their progress remains on task and budget. Progress reports will be delivered electronically to the City's Project Manager monthly throughout the work.
- 3.2 **Meetings:** Consultant will attend and facilitate a design kickoff meeting and up to five (5) progress/coordination meetings with the City to discuss design issues, schedule updates, and project progress. Meeting will be virtual and held at a time and day of the week as agreed to by the City Project Manager and the Consultant. Consultant will prepare and distribute meeting agenda and distribute meeting minutes to all attendees.
- 3.3 **Monthly Invoice and Progress Report:** Consultant will submit a written monthly invoice to the City's Project Manager along with a monthly progress report outlining the work task status and updated project schedule. The invoice will identify the contract number and include the number of man-hours expended as identified in the approved fee proposal, amounts previously billed, and total amount due for the current period.

DELIVERABLE:

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

4. PROJECT SCHEDULE:

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

5. PRELIMINARY RESEARCH:

- 5.1 Before preparing the project design, Consultant will:
 - Perform a Document Search for as-builts. CITY shall be responsible for providing as-built drawings of all CITY owned facilities within the project area.
 - Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by City.

6. UTILITY/AGENCY COORDINATION:

- 6.1 Coordination with utility companies and agencies must be in accordance with the latest version of the "Public Improvement Project Guide" (PIPG).
 - Consultant will contact Blue Stake to obtain a list of utilities having facilities within close proximity to the project area. Consultant will contact identified utility companies to obtain facility maps. Consultant will review and incorporate information as applicable to this project. Consultant will complete utility conflict review in areas where open cut excavation is required and at potential rehabilitation access points where excavation could be required. The selected Contractor shall be responsible for contacting Blue Stake utility locating services to identify and physically mark existing utility locations where excavation may be required.
- 6.2 Consultant must identify utility conflicts during the initial stages of the design process.

- 6.3 CONSULTANT must coordinate the design with other utilities and submit preliminary plans, technical specifications, and design calculations to utilities/agencies for review and use during their design for their service improvements or any necessary relocations.

7. DESIGN DEVELOPMENT (60% Document Review):

- 7.1 Consultant must prepare, for approval by City, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to structural, materials and such other elements as may be appropriate. When the design is approximately sixty percent (60%) complete, Consultant must do the following:
- a. Consultant is required to review and complete the City's Constructability Review Checklist. All applicable checklist items are required to be incorporated in the design documents.
 - b. Design drawings will include plan view at 1 inch = 20 feet maximum horizontal scale. Existing information in the pipe and manhole rehabilitation areas will be based on CITY GIS on an aerial background. Design drawings will include design for the abandonment of sanitary sewer siphon structures and pipes, rehabilitation of gravity sewer and manholes identified above, a conceptual bypass plan, and details as required. Construction quantities will be included on the construction drawings.
 - c. Design drawings will be prepared using the CITY's standard plan sheet border, drawing format, and CAD standards. Where CITY CAD standards are not available or applicable, the CONSULTANT's CAD standards will be used. Based on the standard CITY plan sheet border, progress drawings will be plotted at 22"x34" (full scale) and 11"x17" (half scale – exact scale). All drawings will be prepared using Autodesk Civil 3D (AutoCAD) 2019 format.
- 7.2 CONSULTANT will submit the 60% Design Development Documents to the CITY Project Manager and to the City of Chandler Development Services Department for review.
- 7.3 CONSULTANT will prepare Technical Specifications for items not covered by the CITY Supplement to Maricopa Association of Governments (MAG) Specifications or MAG Specifications. The CONSULTANT will use the Jacaranda Parkway Sewer Rehabilitation project (WW2005.402) Technical Specifications as the starting template. The CITY will be responsible for preparation of contract General Conditions, special provisions, and other "front end" contract documents. The CONSULTANT will perform a courtesy review of the "front end" documents prepared by the CITY to ensure that the Design Drawings, Technical Specifications, and schedule of values do not conflict with the General Conditions.

- 7.4 CONSULTANT will prepare Engineer's Opinions of Probable Construction Cost (EOPCC) for all proposed improvements. EOPCC will be prepared utilizing standardized proposed construction items for all construction work. EOPCC represents the CONSULTANT's best judgment of the cost of construction based on current equipment and material price quotes as well as historic bid results.

DELIVERABLES:

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

- Preliminary Design Drawings, Technical Specifications and EOPCC submitted electronically in pdf format.

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

8. CONSTRUCTION DOCUMENTS (90% Document Review):

- 8.1 Based on the 60% review comments and any further adjustments in the scope of the Project or in the construction budget authorized by CITY, CONSULTANT must prepare, for review by CITY, Construction Documents, including Design Drawings, Technical Specifications and EOPCC setting forth in detail the requirements for the construction of the Project. When the design is approximately ninety percent (90%) complete CONSULTANT must do the following:

CONSULTANT will prepare a tabulation of all comments received from the previous submittal along with preliminary and final resolution of comments. All approved comments will be incorporated into the Agency Review (90%) submittal, which will be concurrently submitted to the CITY and Development Services. The drawings will be sealed by a Professional Engineer registered in the State of Arizona, and the drawings will be stamped "For Agency Review Only, Not for Construction."

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

DELIVERABLES:

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

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

9. FINAL CONSTRUCTION DOCUMENTS (100% Documents):

- 9.1 Based on the 90% review comments and any further adjustments in the scope or quality of the Project or in the construction budget authorized by CITY, CONSULTANT must prepare, for approval by CITY, Final Construction Documents including Design Drawings, Technical Specifications, and EOPCC setting forth in detail the requirements for the construction of the Project. When the Final Construction Documents are one hundred percent (100%) complete CONSULTANT must prepare the following:
- a. Signed Cover sheet to be provided by CITY in electronic format.
 - b. Provide City of Chandler with a copy of the AutoCAD files.
 - c. The Final Construction Documents will incorporate all CITY and permit review comments. Final Construction Documents will incorporate revisions required by permitting agencies and should include no substantive design concept changes from the previous submittal. All documents will be sealed by a Professional Engineer registered in the State of Arizona.
 - d. CONSULTANT will prepare a tabulation of all comments received from the previous submittal along with preliminary and final resolution of comments. All approved comments will be incorporated. Revisions after this submittal are excluded.

DELIVERABLES:

Final Construction Document deliverables will include the following:

- Final Construction Drawings, Technical Specifications, Comment Resolution Log, and Engineer's Opinion of Probable Construction Cost submitted electronically in pdf format.
- 9.2 City of Chandler Development Services Permitting: CONSULTANT will prepare a permit application for submittal to Development Services for an Encroachment Permit. Permit fees for will be paid by the CITY.

10. CMAR COORDINATION:

- 10.1 CONSULTANT'S effort to coordinate with the CMAR will consist of:
- a. Solicit CMAR input during design development as appropriate
 - b. Review CMAR prepared project schedule
 - c. Review CMAR prepared construction estimates
 - d. Provide assistance with long-lead procurement activities
 - e. Perform cost model reviews at 90%
 - f. Evaluate alternative systems suggested by CMAR
 - g. Respond to constructability review comments
 - h. Assist and review during GMP development

- i. Perform GMP proposal review and prepare recommendation to CITY
- 10.2 CONSULTANT will attend CMAR coordination meetings as requested by the CITY. CONSULTANT will be available at the meeting(s) to answer design intent questions and provide clarifications if needed.

ALLOWANCES: REIMBURSABLE DIRECT EXPENSES

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

TASK 940.02 City's Allowance: An allowance is included to be applied towards additional engineering, construction management and/or coordination not included in this scope or other items as directed by the CITY. This item will only be used with written authorization from the CITY.

EXCLUSIONS

- Engineering services during the construction phase services are not included in this scope of work. Fee for additional services can be negotiated at the request of the CITY.
- Notification and coordination with the general public and public meetings.
- Legal descriptions.
- Odor control evaluation.
- On-site utility coordination meetings
- Traffic Control

EXHIBIT "B"
COMPENSATION AND FEES

Time and Materials Not to Exceed Cost Per Task (except as noted)

TASK DESCRIPTION		SUBTOTAL
Task 1.0 Project Description & Scope of Construction		
Task 2.0 Assignment		
Task 3.0 General Project Administration		\$ 49,896.00
3.1	Coordination	\$ 28,500.00
3.2	Meetings (5)	\$ 15,896.00
3.3	Monthly Invoice and Progress Report	\$ 5,500.00
Task 4.0 Project Schedule		\$ 4,920.00
4.1	Project Schedule	\$ 4,920.00
Task 5.0 Preliminary Research		\$ 5,774.00
5.1	Perform As-Built Document Search	\$ 3,860.00
5.2	Research Existing Conditions	\$ 1,914.00
Task 6.0 Utility/Agency Coordination		\$ 30,024.00
6.1	Coordination with Utilities (PIPG)	\$ 11,880.00
6.2	Identify Utility Conflicts	\$ 6,540.00
6.3	Coordination Design of Utilities	\$ 6,744.00
6.4	Utility Coordination Meetings	\$ 4,860.00
Task 7.0 Design Development (60%)		\$ 56,746.00
7.1	Prepare CAD Base Plans	\$ 10,596.00
7.2	Prepare 60% Plans	\$ 34,372.00
7.3	Prepare 60% Tech Specs	\$ 14,820.00
7.4	Prepare 60% Cost Estimate	\$ 7,554.00
Task 8.0 Construction Documents (90%)		\$ 48,204.00
8.1	Prepare 90% Plans	\$ 23,376.00
8.2	Prepare 90% Tech Specs	\$ 9,372.00
8.3	Prepare 90% Cost Estimate	\$ 5,832.00
8.4	ADOT Permitting and Design Coordination	\$ 9,624.00
Task 9.0 Final Construction Documents (100%)		\$ 25,396.00
9.1	Prepare Final Plans	\$ 13,966.00
9.2	Prepare Final Tech Specs	\$ 5,466.00
9.3	100% Engineer's Cost Estimate	\$ 3,972.00
9.4	City of Chandler Development Services Permitting	\$ 1,992.00
Task 10.0 CMAR Coordination		\$ 23,040.00
10.1	CMAR Coordination	\$ 11,520.00
10.2	CMAR Coordination Meetings (T&M)	\$ 11,520.00
Sub-Total Design Services		\$ 244,000.00
ALLOWANCES		\$ 26,000.00
940.01	Direct Cost	\$ 1,000.00
940.02	City's Allowance	\$ 25,000.00
TOTAL COST:		\$ 270,000.00



EXHIBIT "B-2"

Hours and Rates

Joe Graham Marc Nelson Vince Gibbons Paul Balch Rick Fradenburg KC Hoyte Shawn Fewell Clint
Bienvenue Josilyn Colby

		Principal Engineer	Sr. PM	QA/QC	Sr. Engr.	Sr. Engr.	Asst. Proj Eng	Sr. Designer	Sr.Tech	Admin	< PROJECT ROLE < HOURLY RATES	
		\$ 240.00	\$ 210.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ 138.00	\$ 144.00	\$ 142.00	\$ 85.00		
TASK DESCRIPTION											TOTAL HOURS PER TASK	
Task 1.0 Project Description & Scope of Construction												
Task 2.0 Assignment												
Task 3.0 General Project Administration		0	116	0	40	64	20	0	8	16	264	
3.1	Coordination		80		20	40					140	
3.2	Meetings (5)		20		20	20	20		8		88	
3.3	Monthly Invoice and Progress Report		16			4				16	36	
Task 4.0 Project Schedule		0	16	0	0	8	0	0	0	0	24	
4.1	Project Schedule		16			8					24	
Task 5.0 Preliminary Research		0	6	0	0	6	16	0	8	0	36	
5.1	Perform As-Built Document Search		4		4	4	8		8		24	
5.2	Research Existing Conditions		2			2	8				12	
Task 6.0 Utility/Agency Coordination		0	28	0	0	64	72	12	0	0	176	
6.1	Coordination with Utilities (PIPG)		8			24	40				72	
6.2	Identify Utility Conflicts		4			12	16	8			40	
6.3	Coordination Design of Utilities		4			16	16	4			40	
6.4	Utility Coordination Meetings		12			12					24	
Task 7.0 Design Development (60%)		6	40	10	20	48	88	120	16	0	348	
7.1	Prepare CAD Base Plans		4			12	12	40			68	
7.2	Prepare 60% Plans	2	16	4	8	16	40	120	16		222	
7.3	Prepare 60% Tech Specs	2	16	4	8	16	40				86	
7.4	Prepare 60% Cost Estimate	2	8	2	4	16	8				40	
Task 8.0 Construction Documents (90%)		8	40	10	38	36	60	80	12	0	284	
8.1	Prepare 90% Plans	2	8	4	8	12	24	80	12		150	
8.2	Prepare 90% Tech Specs	2	8	4	4	12	24				54	
8.3	Prepare 90% Cost Estimate	2	8	2	2	12	4				30	
8.4	ADOT Permitting and Design Coordination	2	16		24		8				50	
Task 9.0 Final Construction Documents (100%)		4	18	10	8	30	36	40	4	0	150	
9.1	Prepare Final Plans	1	8	4	2	12	16	40	4		87	
9.2	Prepare Final Tech Specs	1	4	4	2	8	12				31	
9.3	100% Engineer's Cost Estimate	1	4	2	2	8	4				21	
9.4	City of Chandler Development Services Permitting	1	2		2	2	4				11	
Task 10.0 CMAR Coordination		4	40	8	8	40	20	0	0	0	120	
10.1	CMAR Coordination	2	20	4	4	20	10				60	
10.2	CMAR Coordination Meetings (T&M)	2	20	4	4	20	10				60	

DESIGN SCHEDULE

[illegible]

Original Date: 05/27/22
Date Revised:
Date Printed: Tue 5/31/22

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.