



PROFESSIONAL SERVICES AGREEMENT
Pre-Design Services
REHABILITATE HANGAR AREA PAVEMENT ASSESSMENT
Project No. AI2204.101
Council Date: August 18, 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 Pre-Design Services for **REHABILITATE HANGAR AREA PAVEMENT ASSESSMENT** 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 enter into an Agreement 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 **120** 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 **\$59,936** 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: Hafiz Noor, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3324 Email: hafiz.noor@chandleraz.gov		
To Consultant:	LEGAL COMPANY NAME:		Dibble & Associates Consulting Engineers, Inc.
	Mailing Address:	7878 North 16th Street, Suite 300, Phoenix, AZ 85020	
	Physical Address:		
	Statutory Agent Name:	Susan Detwiler	
	Statutory Agent Mailing Address:	7878 North 16th Street, Suite 300, Phoenix, AZ 85020	
	Statutory Agent Physical Address:		
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE		
	Name:	Duane Dana	
	Title:	Project Manager	
	Phone:	480-757-7876	
	Email:	Duane.dana@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 Agreement 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 Agreements 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 Agreement 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 an Agreement 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 an Agreement 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 Agreement 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 Agreement 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"

**Dibble & Associates Consulting Engineers, Inc. dba
Dibble**

MAYOR


Signature

07/25/2022

Date

RECOMMENDED BY:



Kimberly Moon, P.E.
CIP City Engineer

Ryan Toner

Print Name

Vice President

Title

ryan.toner@dibblecorp.com

Signer Email Address

APPROVED AS TO FORM:

City Attorney



ATTEST:

City Clerk

Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

**CHANDLER MUNICIPAL AIRPORT
REHABILITATE HANGAR AREA PAVEMENT ASSESSMENT
PROJECT NO. AI2204.101
PRE-DESIGN PHASE SERVICES**

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

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

- 1.1 Consultant will provide pre-design services consisting of design concept recommendations for grading and paving improvements intended to promote drainage away from the hangar structures, located at Chandler Municipal Airport, Chandler, Arizona, all as more specifically described herein below.
- 1.2 The conceptual design alternatives may include, but not be limited to, regrading the existing pavement with a short-term mill-overlay or a full depth replacement, improving drainage flows with above-grade channels or installing a new storm drain system, applying pavement markings and any other necessary improvements.
- 1.3 The project design, construction, furnishing and equipping budget is \$3,090,000 per the 2019 ACIP. All design, construction and furnishing of the project are intended to be completed within this budget as part of a future project. Consultant will assist the City in evaluating the design options and choose a recommended alternative for this proposed project.
- 1.4 Consultant will provide all pre-design services for the Project including, but not limited to, geotechnical investigations, topographic survey and civil engineering services.

2. ASSIGNMENT:

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

3. PROJECT SCHEDULE:

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

Consultant must take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist Consultant.

- 3.3 Consultant will make monthly “Design and Progress Reports”, including invoicing, to the City of Chandler in a format acceptable to the City.
- 3.4 This proposal is based on a 4-month project schedule from the Notice to Proceed and includes approximately one (1) month for the topographic survey and geotechnical investigation.

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

Draft Submittal:

- The documents in Task 9.1 will be uploaded as pdfs to a SharePoint link.
- Two (2) copies of the Design Concept Report (DCR) and the Engineer’s Opinion of Probable Construction Cost (EOPCC);

Final Submittal:

- The documents in Task 11.1 will be uploaded as pdfs to a SharePoint link;
- Two (2) copies of the Final DCR and the EOPCC.

4. QUALITY CONTROL:

- 4.1 Consultant must institute and comply with the Design Quality Control Plan.
- 4.2 In addition to the continual quality assurance reviews performed by senior practice staff, Consultant will perform additional quality control reviews prior to each submittal utilizing a standardized checking processes by Consultant’s Quality Director. Each subconsultant will be responsible for their own Quality Assurance/Quality Control program; however, the Quality Director will review all combined project documents for consistency amongst the design elements before each submittal.

5. PRELIMINARY RESEARCH:

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

f. Consultant must provide a survey of the project area that includes complete topographical and property data of the immediate site. Design must utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans. Clearly define the benchmark location and elevation that will be utilized for construction of this facility.

i. Consultant Engineering staff, survey staff, City and CHD staff will meet in the field to review and confirm locations of survey to be captured that may not have been reflected in as-built information.

ii. The survey will be a topographic survey only, based on the North American Vertical Datum of 1988 (NAVD 88). For horizontal control, Consultant will use the Arizona State Plane Coordinate System, Central Zone, to facilitate the topographic survey effort. Global Positioning Systems (GPS), conventional and differential leveling will all be utilized to establish required control and will be tied to existing airport control.

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

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

iii. A survey base map will be developed in AutoCAD Civil 3D 2019 showing and distinguishing all visible existing features and utilities based on field observations and available record data.

6. UTILITY/AGENCY COORDINATION:

6.1 Consultant must identify potential utility conflicts in the design concept report.

7. GEOTECHNICAL INVESTIGATION:

7.1 Consultant must perform all soil and pavement borings necessary to complete their work.

8. PROGRAMMING:

- 8.1 Consultant must meet with City staff to ascertain the requirements of the Project and will arrive at a mutual understanding of such requirements.
 - a. Project Kick-Off Meeting: This meeting will be held with the City and Airport staff at the very beginning of the project. Discussion items will include the design team, control of correspondence, design standards, and design schedule.
- 8.2 Consultant will provide project management and coordination of the design team and will provide coordination between design team members, the City, Airport, and other interested stakeholders.
 - a. Project Coordination Meetings: These meetings will be held as need with the Design team throughout the project. Discussion items will include design review, comparison of options, and design schedule.

9. SCHEMATIC DESIGN:

- 9.1 When the design is ready for draft review, Consultant must prepare and submit the following for the Draft Submittal:
 - a. Draft DCR: The design concept report shall provide the design criteria and standards used in developing the design concept recommendations and document the work and results of any investigative efforts. The report shall cover the following: airport and project descriptions; relevant design standards; topographic survey and control; civil design considerations and recommendations; and a list of anticipated technical specifications. The draft design concept report shall include the appendices documented below, and any other design elements as needed to document design intent.
 - b. Draft Drainage Report/Memorandum (Appendix): The drainage report/memorandum shall provide the design criteria and standards used in developing the drainage models and document the data collected, design standards cited, methodologies and results of the calculations, the findings and recommendations.
 - i. Hydrologic and hydraulic calculations will be performed in accordance with FAA Advisory Circular 150/5320-5D - Airport Drainage Design.

Re-Grading the Hangar Area: Peak runoff rates will be estimated using the rational method. This option includes the re-grading of the hangar area to provide positive drainage to the existing drainage outfalls (storm drains adjacent to Taxiway 'A' to the southeast and the Airport Boulevard right-of-way to the northwest). The capacities of the existing outfall inlets to accept the stormwater in a manner that meets the Advisory Circular will be verified. If the inlet capacities are found to be insufficient, new inlets will be identified and proposed in the DCR.

Storm Drain Schematic Design: Using the peak runoff calculations from the previous task, a new storm drain system will be schematically evaluated to provide positive drainage of the hangar area. The outfalls are anticipated to remain the same as the re-grading option in the previous task.

Recurrence Intervals: Runoff calculations will be prepared for the project area, approximately 20 acres in size, for the 5-year, 10-year, and 100-year return periods.

No Adverse Impact: Proposed infrastructure will provide conveyance of stormwater away from hangars for up to the 100-year event without freeboard. If the design has the potential to impact the drainage of runways and taxiways, the design shall not adversely affect the existing airport drainage system's current ability to maintain ponding off runways and taxiways for the 5-year event and the middle 50% of runways and taxiways for the 100-year event.

Storm Drain Design Requirements: Where storm drain pipes are used, City of Chandler requirements to maintain the 10-year hydraulic grade line 6 inches or more below inlets and manholes will be designed to.

Exclusions:

- a. Evaluations of off-site drainage (this proposal assumes the drainage area is limited to the hangar area itself)
 - b. Detailed design of erosion control measures
 - c. Up to 6 drainage subbasins and 10 storm drains will be evaluated
 - d. Storm drain/culvert modeling outside of the project area
 - e. Evaluation of alternatives not specifically included herein
- c. Draft Exhibits (Appendix): Consultant shall prepare exhibits which may include the following: project site plan; typical sections; and other informational sheets as necessary.
- d. Draft EOPCC (Appendix): Based on the draft exhibits and anticipated technical specifications, Consultant shall develop an EOPCC on a unit price basis. Unit pricing will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
- e. Draft Submittal City/Airport Review Meeting: This meeting will be held shortly after the Draft Submittal with representatives from the City and/or Airport to review the draft submittal package and discuss any comments.
- f. Internal QA/QC Project Review: (See Task 4)

9.2 Based on the approved Draft Submittal and any further adjustments in the scope or quality of the Project or in the construction budget authorized by City, Consultant must prepare and submit the following for the Final Submittal:

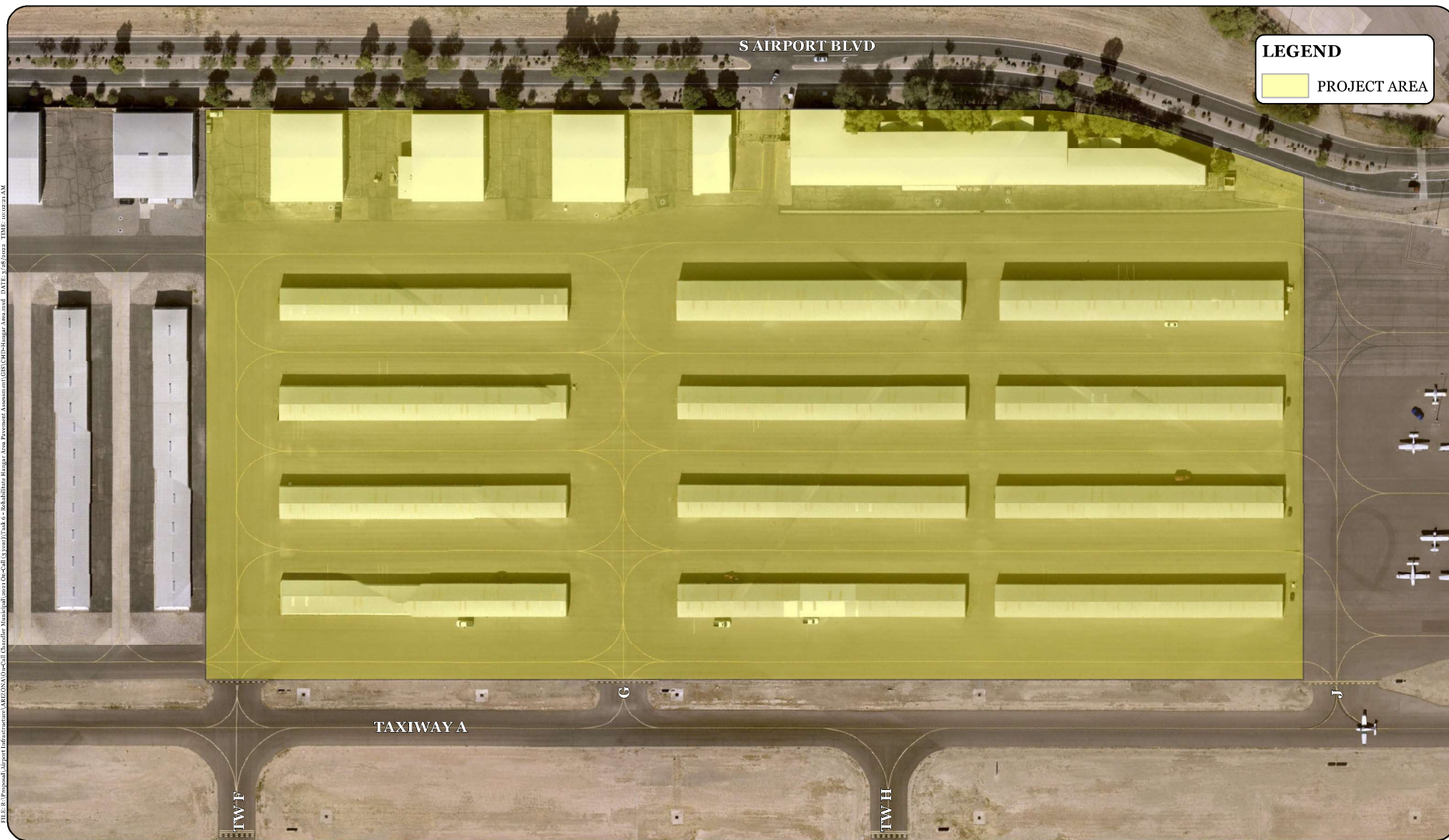
- a. Final DCR: The design concept report shall provide the design criteria and standards used in developing the design concept recommendations and document the work and results of any investigative efforts. The report shall cover the following: airport and project descriptions; relevant design standards; topographic survey and control; civil design considerations and recommendations; and a list of anticipated technical specifications. The draft design concept report shall also include the appendices documented below, and any other design elements as needed to document design intent.
- b. Final Drainage Report/Memorandum: The final drainage report/memorandum will incorporate the revisions made since the submittal of the draft drainage report. It shall provide the design criteria and standards used in developing the drainage models and document the data collected, design standards cited, methodologies and results of the calculations, the findings and recommendations.
- c. Final Exhibits: Consultant shall prepare exhibits which may include the following: project site plan; typical sections; and other informational sheets as necessary.
- d. Final EOPCC: Based on the draft exhibits and anticipated technical specifications, Consultant shall develop an EOPCC on a unit price basis. Unit pricing will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
- e. Internal QA/QC Project Review: (See Task 4)

10. DESIGN DEVELOPMENT (Not Applicable).

11. CONSTRUCTION DOCUMENTS (Not Applicable).

12. BID & AWARD (Not Applicable).

FILE: R:\Proposal\Airport Infrastructure\Arizona\One-Call\Chandler Municipal\one-call\year13\year13\Task 6 - Rehabilitate Hangar Area Pavement Assessment\GIS\CHD-Hangar Area.mxd DATE: 3/28/2022 TIME: 10:00:11 AM



CHANDLER MUNICIPAL AIRPORT (CHD) REHABILITATE HANGAR AREA PAVEMENT ASSESSMENT



EXHIBIT "B"
COMPENSATION AND FEES



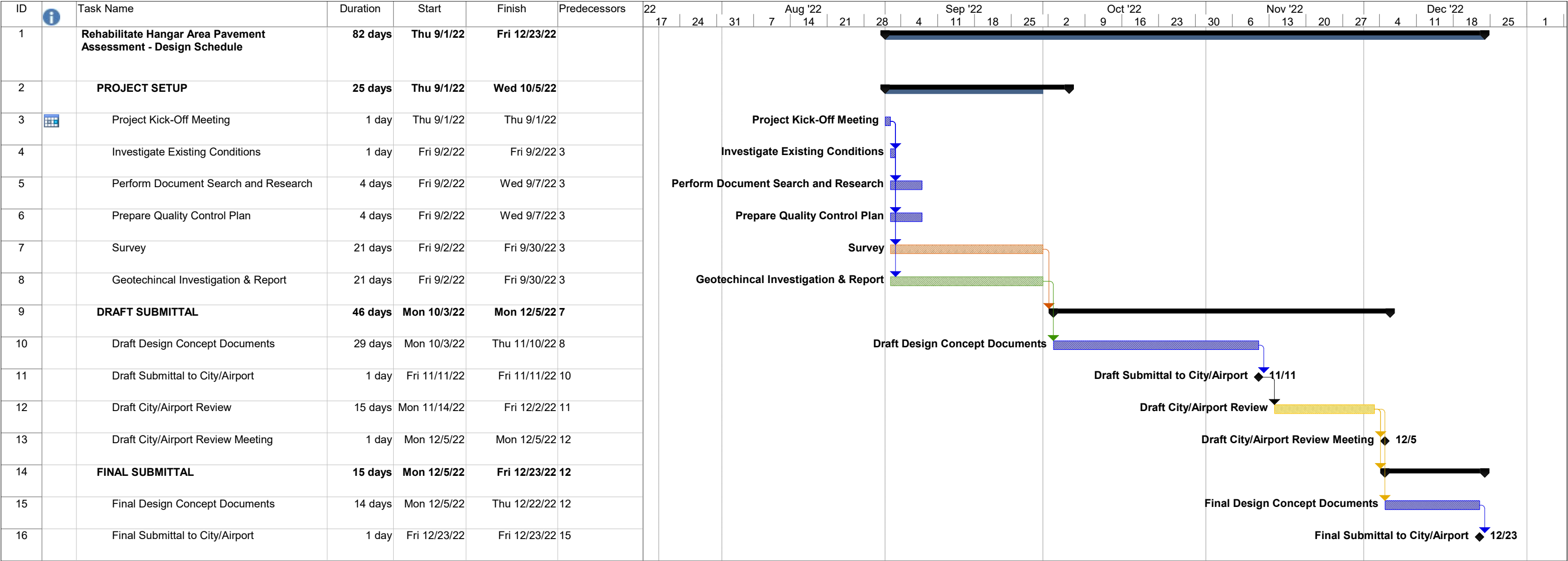
EXHIBIT "B-1"
Lump Sum Cost Per Task

TASK DESCRIPTION		SUBTOTAL
Task 1.0 Project Description & Scope of Construction		
Task 2.0 Assignment		
Task 3.0 Project Schedule		\$ 507.00
3.1	Production Schedule	\$ 169.00
3.3	Monthly Design and Progress Reports	\$ 338.00
Task 4.0 Quality Control		\$ 2,059.00
4.1	Prepare Quality Control Plan	\$ 169.00
4.3	Draft & Final Submittals QA/QC	\$ 1,890.00
Task 5.0 Preliminary Research		\$ 7,845.00
5.1	Perform Document Search and Research	\$ 274.00
5.1d	Investigate Existing Conditions	\$ 676.00
5.1e	Survey	\$ 6,895.00
Task 6.0 Utility/Agency Coordination (Not applicable)		\$ -
Task 7.0 Geotechnical Investigation (Fixed Cost)		\$ -
Task 8.0 Programming		\$ 2,656.00
8.1a	Project Kick-Off Meeting	\$ 1,432.00
8.2a	Project Coordination Meetings	\$ 1,224.00
Task 9.0 Schematic Design		\$ 29,569.00
9.1a	Draft Design Concept Report	\$ 3,790.00
9.1b	Draft Drainage Report	\$ 10,479.00
9.1c	Draft Exhibits	\$ 4,509.00
9.1d	Draft EOPCC	\$ 1,557.00
9.1e	Draft Submittal City/Airport Review Meeting	\$ 1,086.00
9.2a	Final Design Concept Report	\$ 1,557.00
9.2b	Final Drainage Report	\$ 4,183.00
9.2c	Final Exhibits	\$ 1,865.00
9.2d	Final EOPCC	\$ 543.00
Task 10.0 Design Development (Not applicable)		\$ -
Task 11.0 Construction Documents (Not applicable)		\$ -
Task 12.0 Contractor Coordination / Bidding (Not applicable)		\$ -
ALLOWANCES & SUB-CONSULTANT COSTS		\$ 17,300.00
14.1	Allowance for Mileage to Meetings and Site Visits	\$ 300.00
14.2	Geotechnical Investigation & Report (Speedie - Fixed Cost)	\$ 12,000.00
14.3	Owner's Allowance	\$ 5,000.00
TOTAL COST:		\$ 59,936.00

EXHIBIT "B-2"
Hours and Rates



		Principal	Project Manager	Sr. Eng / QAQC Manager	Project Engineer (PE)	Assistant Engineer (EIT)	Designer	Survey Manger (RLS)	Survey Crew	Admin Assistant	< PROJECT ROLE < HOURLY RATES	
		\$ 294.00	\$ 205.00	\$ 189.00	\$ 169.00	\$ 137.00	\$ 123.00	\$ 145.00	\$ 165.00	\$ 84.00		
TASK DESCRIPTION											TOTAL HOURS PER TASK	
Task 1.0 Project Description & Scope of Construction												
Task 2.0 Assignment												
Task 3.0 Project Schedule		0	0	0	3	0	0	0	0	0	3	
3.1	Production Schedule				1						1	
3.3	Monthly Design and Progress Reports				2						2	
Task 4.0 Quality Control		0	0	10	1	0	0	0	0	0	11	
4.1	Prepare Quality Control Plan				1						1	
4.3	Draft & Final Submittals QA/QC			10							10	
Task 5.0 Preliminary Research		0	0	0	4	2	0	10	33	0	49	
5.1	Perform Document Search and Research					2					2	
5.1d	Investigate Existing Conditions				4						4	
5.1e	Survey							10	33		43	
Task 6.0 Utility/Agency Coordination (Not applicable)		0	0	0	0	0	0	0	0	0	0	
Task 7.0 Geotechnical Investigation (Fixed Cost)		0	0	0	0	0	0	0	0	0	0	
Task 8.0 Programming		0	4	0	6	6	0	0	0	0	16	
8.1a	Project Kick-Off Meeting		4		2	2					8	
8.2a	Project Coordination Meetings				4	4					8	
Task 9.0 Schematic Design		2	23	2	40	44	24	0	0	0	135	
9.1a	Draft Design Concept Report		2		20						22	
9.1b	Draft Drainage Report	2	17	2		44					65	
9.1c	Draft Exhibits		1		8		24				33	
9.1d	Draft EOPCC		1		8						9	
9.1e	Draft Submittal City/Airport Review Meeting		2		4						6	
9.2a	Final Design Concept Report		1		8						9	
9.2b	Final Drainage Report	2	5	2		16					25	
9.2c	Final Exhibits		1		4		8				13	
9.2d	Final EOPCC		1		2						3	
Task 10.0 Design Development (Not applicable)		0	0	0	0	0	0	0	0	0	0	
Task 11.0 Construction Documents (Not applicable)		0	0	0	0	0	0	0	0	0	0	
Task 12.0 Contractor Coordination / Bidding (Not applicable)		0	0	0	0	0	0	0	0	0	0	



CHD Rehabilitate Hangar Area Pavement Assessment
Dibble - 07/20/2022

Task		External Tasks		Inactive Summary		Start-only		Deadline	
Split		External Milestone		Manual Task		Finish-only			
Milestone		Inactive Task		Duration-only		External Tasks			
Summary		Inactive Milestone		Manual Summary Rollup		External Milestone			
Project Summary		Inactive Milestone		Manual Summary		Progress			

March 30, 2022

Mark Hall, P.E.
Dibble Engineering
7878 North 16th Street, Suite 300
Phoenix, AZ 85020

**RE: Proposal for Pavement Evaluation
Chandler Airport Hangar Area Pavement
2380 South Stinson Way
Chandler, AZ
Proposal No. 80391 S**

Mr. Hall:

Speedie & Associates, Inc. look forward to continuing our relationship with Dibble Engineering in helping you improve Chandler Municipal Airport in Chandler, Arizona. In response to the request for proposal, we hereby provide our scope of work and cost proposal to conduct a pavement evaluation at the above referenced site that will assist your team in developing pavement rehabilitation/design requirements.

All work on this project will be carried out by our forces located in our Phoenix office under the overall supervision of Gregg A. Creaser, P.E., who is the President of the firm and a registered Professional Engineer in the state of Arizona. The only outside services will be contract asphalt coring and drilling by Penhall and Resilient Drilling who will core/drill the borings under the direct supervision of our field engineers. The following is a list of the primary personnel that will be assigned to work on or support this project. All personnel will be made available on an as-needed basis to complete this project on time and respond to questions throughout the design.

Geotechnical Engineering Services

Gregg A. Creaser, P.E. – Principal in Charge/Project Manager – Geotechnical Services
Todd B. Hanke, P.E. – Senior Project Manager
Keith R. Gravel, P.E. – Project Manager
Brian Lingnau, Ph.D., P.E. – Senior Geotechnical Project Engineer
Nik Vitale, P.E. – Staff Engineer - Field Logging
Jack Stransky, E.I.T. – Staff Engineer - Field Logging
Ken Euge – Project Coordinator - Field Logging

Speedie & Associates is committed to providing a high level of service to its clients, according to their needs. If some portion of this proposal does not meet the current needs or desires of the Design Team, Speedie & Associates is willing to consider appropriate modifications, subject to the standards of care which we adhere to as professionals. Modifications in the scope, methodology, or other terms and conditions may result in changes in the estimated fees and changes in the risks which the client will necessarily assume. This investigation and pavement design will be based on the guidelines of FAA AC

No. 150/5320-6G with modifications. It is assumed that the owner and/or client will provide the anticipated traffic data required to complete the pavement design analysis. The intent of this geotechnical investigation is to gather soil related information and to provide new airfield pavement designs that will meet the FAA requirements, based on the anticipated loading. The scope of work anticipated has been broken down as follows:

SCOPE/FEE

This project will encompass the Hangar area located between Taxiway F and the Terminal West apron. These areas occupy approximately 550,000 square feet of pavement. The information from this investigation will be used to evaluate the existing pavement and subgrade conditions and make recommendations for rehabilitation and/or reconstruction of the apron pavements to meet FAA standards. For new construction, the FAA requires one boring per 10,000 square feet, which would require ~55 borings. In our opinion and based on our experience, it is possible to reduce the number of borings. Per your request, we have proposed fewer borings at locations to be determined during a site visit. It is assumed that the new/rehabilitated airfield pavement will be designed based on traffic data to be provided by the client.

The following Tasks are anticipated to complete this project:

Task 1 Project Preparation – We will review all available as-built pavement information and previous soils reports provided. We will participate in one on-site meeting with the design team to go over project details and establish ideal locations to advance soil borings. The frequency and depth of soil borings may be modified based on the final configuration and access restrictions. Once a final boring location layout has been determined we will contact the airport and coordinate field activities.

We will mark the proposed boring locations in the field with the locations to be approved by the client and owner. Speedie & Associates will take reasonable precautions to avoid damage to subterranean structures, pipelines and utilities including notifying AZ811 (Blue Stake), subcontracting a private utility locator to locate traceable utilities and reviewing any utility plans provided by the client. The client (and owner) agree Speedie & Associates is not responsible for any damages to underground structures, pipelines and utilities that are not traceable, not called to our attention and/or correctly shown on the plans furnished to Speedie & Associates.

Task 2 Field Investigation - We will drill and sample sufficient test borings to adequately determine subsoil conditions and provide samples for laboratory testing. Sufficient laboratory tests will be conducted to properly classify the soils encountered and provide data for engineering design. We presently anticipate drilling ten (10) pavement borings to depths of approximately 10 feet below existing ground surface, or auger refusal, whichever comes first. **The base fee assumes all daytime work. If night work is required, an additional fee will apply.**

Prior to drilling, the pavement will be cored in order to obtain accurate pavement depth, evaluate the condition of the asphalt, and minimize damage to the existing pavement. We anticipate that drilling activities can be completed with a standard truck-mounted drill rig.

This drilling equipment has a maximum operating height of 32 feet. An airport flag will be installed at the top of the drill rig mast. Vehicles will be equipped with an airport beacon light. Once completed, the borings will be backfilled with cuttings and patched with cold patch asphalt.

Task 3 Laboratory Analysis - Sufficient laboratory tests will be conducted to properly classify the soils encountered and provide data for engineering design. The following tests will be conducted (number of tests):

- a. Grain Size Analysis (10)
- b. Plasticity Index (10)
- c. Standard Moisture Density Relations (1)
- d. CBR (1)
- e. In-place Moisture/Density (10)

Task 4 Analysis and Report – We will participate in local discussions with the design team and explore alternative cost saving options. This process will include review of the aircraft data/loading and layout plans provided by Dibble Engineering. We will communicate alternative pavement sections to be considered in the design.

Once the possible pavement options and layouts have been formalized, we will analyze the data obtained from field and laboratory testing and prepare a draft report presenting all data obtained, including individual Log of Test Borings, Tabulation of Test Data and recommendations including the following:

- 1. Existing pavement and subgrade condition, including Asphalt Concrete thickness and base thickness (if any).
- 2. Asphalt concrete pavement designs to meet FAA requirements for airplane traffic based on traffic data provided by the airport, including alternative designs and the possibility of multiple pavement sections to accommodate a variety of aircraft.
- 3. Alternative pavement designs as dictated by soil conditions encountered and re-use of materials for sustainable design.
- 4. Groundwater conditions, if any, to the depths which will influence design and/or construction of the proposed development.
- 5. Swell potential of in-situ and compacted soils and recommendations for control if highly expansive.
- 6. Suitability of site soils for use as compacted fill and preferred earthwork methods, including clearing, stripping, excavation and construction of engineered fill.
- 7. Local excavation and trenching conditions and stability considerations.
- 8. General subgrade conditions and recommendations to fix any unstable conditions encountered

Once the design team has reviewed the draft report, we will issue a final report with resolution of all comments.

FEE

We propose to provide the services set forth herein for the following not to exceed amount, which includes all testing, engineering, reimbursable expenses, one copy of the report and an electronic (pdf format) file emailed upon completion. Should we be informed that additional copies of the report are needed after it has been finalized, there will be an additional charge of \$25.00 per report. Charges for our services have been determined on the basis of our Standard Fee & Rate Schedule which is attached.

Geotechnical Investigation with Report \$ 12,000.00

The fee estimate assumes daytime field operations and does not include delays in the field not caused by Speedie and Associates and its subcontractor. **If field work must be done at night, increase the fee by \$2,000.00 to account for loss of productivity and additional costs for lighting.** The amount does not include client meetings, additional consultation or other services not specifically stated in this proposal. Should our studies encounter conditions, which warrant additional investigation and/or testing, such conditions will be reviewed with you prior to proceeding.

We have the staff available to begin work immediately upon notice to proceed. Currently 10 to 12 working days are required to mark, obtain utility clearances and begin auger borings. Fieldwork for auger borings should take one to two days (access and weather permitting). Lab testing will require about 6 weeks. We can provide preliminary information a few days after drilling the site. The complete report will be issued within seven days of lab testing completion. **This schedule is subject to change depending on our workload when Notice to Proceed is received.** As always, we stand ready to make reasonable adjustments to this schedule to meet our clients' needs.

We appreciate the opportunity to submit this proposal for your consideration. If the terms set forth are satisfactory, please attach this proposal to your standard contract for professional services.

Respectfully submitted,
SPEEDIE & ASSOCIATES, INC.



Kenneth M. Euge II
Project Coordinator



Todd B. Hanke, P.E.
Senior Project Manager

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 Agreement 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 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.

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