



PROFESSIONAL SERVICES AGREEMENT
Design Services
CITY HALL PARKING LOT AND ALLEY IMPROVEMENTS
Project No. CA2204.201
Council Date: September 22, 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 **Entellus, Inc.**, 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 **CITY HALL PARKING LOT AND ALLEY IMPROVEMENTS** 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 **265** 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 **\$146,559** 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:	<table border="1"> <tr> <td colspan="2">LEGAL COMPANY NAME:</td> <td>Entellus, Inc.</td> </tr> <tr> <td>Mailing Address:</td> <td colspan="2">3033 N. 44th St., Ste. 250, Phoenix, AZ 85018</td> </tr> <tr> <td>Physical Address:</td> <td colspan="2"></td> </tr> <tr> <td>Statutory Agent Name:</td> <td colspan="2">Timothy D Crall</td> </tr> <tr> <td>Statutory Agent Mailing Address:</td> <td colspan="2">3033 N. 44th St., Ste. 250, Phoenix, AZ 85018</td> </tr> <tr> <td>Statutory Agent Physical Address:</td> <td colspan="2"></td> </tr> <tr> <td colspan="3">CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE</td> </tr> <tr> <td>Name:</td> <td colspan="2">William A. Linck</td> </tr> <tr> <td>Title:</td> <td colspan="2">President</td> </tr> <tr> <td>Phone:</td> <td colspan="2">602-244-2566</td> </tr> <tr> <td>Email:</td> <td colspan="2">Linck@entellus.com</td> </tr> </table>		LEGAL COMPANY NAME:		Entellus, Inc.	Mailing Address:	3033 N. 44 th St., Ste. 250, Phoenix, AZ 85018		Physical Address:			Statutory Agent Name:	Timothy D Crall		Statutory Agent Mailing Address:	3033 N. 44 th St., Ste. 250, Phoenix, AZ 85018		Statutory Agent Physical Address:			CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE			Name:	William A. Linck		Title:	President		Phone:	602-244-2566		Email:	Linck@entellus.com	
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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 Agreement 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"

Entellus, Inc.

MAYOR

William A. Link 8/22/22
Signature Date

RECOMMENDED BY:

K Moon

Kimberly Moon, P.E.
CIP City Engineer

William Link
Print Name

President
Title

link@entellus.com
Signer Email Address

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

CA2204.201 CITY HALL PARKING LOT & ALLEY IMPROVEMENTS

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

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

- 1.1 CONSULTANT will provide services for the design, permitting and development of construction documents for the development of alley and parking lot improvements to include paving, street lighting, landscaping, and a new trash enclosure, located at City Hall and the alley north of City Hall between Arizona Avenue and Washington Street, Chandler, Arizona, all as more specifically described herein below.
- 1.2 CONSULTANT will provide all design services for the Project including, but not limited to, typical civil engineering services.

2. DESIGN STANDARDS:

- 2.1 The CONSULTANT will perform the project tasks as outlined in this scope of work and all work will conform to the latest additions and amendments of the following, unless specifically noted otherwise:
 - City of Chandler Standard Details and Specifications
 - City of Chandler Engineering & Design Standards Manual
 - Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction
 - City of Chandler Supplements to MAG

3. ASSIGNMENT:

- 3.1 The design contract has been awarded to an 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.

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. QUALITY CONTROL:

- 5.1 CONSULTANT must institute and comply with the Design Quality Control Plan attached hereto and made a part hereof by reference.

6. PROJECT MANAGEMENT/MEETINGS:

For project meetings, the CONSULTANT will distribute electronic meeting invitations to appropriate attendees prior to each meeting. CONSULTANT will prepare and distribute agenda and meeting minutes with action items for each meeting. Anticipated project meetings are as follows:

6.1 Project Kickoff Meeting

The CONSULTANT will hold one (1) Project Kickoff Meeting.

6.2 Comment Resolution Meetings (2)

Following the 15% Concept and 90% Design submittals to the City, the CONSULTANT will participate in a comment resolution meeting. These meetings are to be held no later than one week after receiving redline comments to discuss any issues that may have been identified. External project stakeholders will be invited to the comment resolution meeting.

6.3 Project Coordination

Additional coordination with the City outside of meetings will be maintained through the project duration. Interim communications will be maintained via telephone or e-mail transmission.

6.4 Management of Sub Consultants

The CONSULTANT will select and secure services of those firms providing specific or specialized design services for the Project as accepted by the City in the fee proposal. The CONSULTANT will prepare the scope of services performed by each

sub-consultant and monitor the sub-consultant's work for timeliness and that it meets Project requirements. The CONSULTANT will coordinate and incorporate the drawings and specifications that are prepared by the sub-consultant(s) into the Project construction documents. The CONSULTANT will review sub-consultant's progress payments for accuracy and completeness and make payments as provided in the sub-consultant's agreement.

7. PRELIMINARY RESEARCH:

7.1 Review Existing Records and Site Conditions

As and for preliminary research before preparing the project design, CONSULTANT will:

- Obtain and review existing applicable record drawings, design studies and reports, geotechnical investigations, maintenance records, development plans, drainage reports, and other relevant documents.
- Perform AZ 811 (Blue Stake) records request, contact utility representatives, obtain utility records drawings, utility records, along with City and other agencies record drawings.
- Obtain and review documents for rights-of-way easements, and any other types of public property related rights for City.
- Perform a Document search for survey ties and benchmarks.
- Perform a Document search for City policies, regulations, standards, design manuals, and requirements, etc. relevant to project.
- Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by City.
- 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.

7.2 Site Visit

The CONSULTANT will conduct a site visit to review topographic survey data, assess existing conditions of the parking lot and alley, verify utilities and potential conflicts, and take photos.

8. UTILITY/AGENCY COORDINATION:

- 8.1 Coordination with utility companies and agencies must be in accordance with the latest version of the "Public Improvement Project Guide" (PIPG).

- 8.2 The CONSULTANT will obtain utility and as-built information from the City and other utility companies. The CONSULTANT may reach out to utility companies to obtain additional information on their facilities and discuss any impacts.
- 8.3 CONSULTANT must identify utility conflicts during the initial stages of the design process.
- 8.4 CONSULTANT must coordinate the design and installation of the utilities, which includes, but is not limited to, services for electric, communications, water, storm drainage, irrigation and sanitary systems, etc.
- 8.5 Easements for these utilities must be identified early in the design stage of the project and necessary information provided to City's Real Estate Department to allow City to complete acquisition during the design phase.
- 8.6 CONSULTANT must submit preliminary plans, specifications, and design calculations to utilities/agencies for review and use during their design for their service improvements or any necessary relocations.
- 8.7 CONSULTANT must conduct utility meetings to coordinate relocations with utility/agency and establish relocation schedules.
- 8.8 CONSULTANT must follow-up with the final design submittal for utility construction and coordination with the bid documents.
- 8.9 CONSULTANT must incorporate the utility/agency private developer construction requirements into the bid documents.

9. TOPGRAPHIC SURVEY

- 9.1 The CONSULTANT will perform ground survey to establish horizontal and vertical control. Horizontal and vertical control will be per the City's datum. Existing roadway centerlines will be established through Maricopa County Recorder's maps and land surveys in conjunction with existing street monuments.
- 9.2 The CONSULTANT will perform topographic survey of existing features including curb and gutter, catch basins, scuppers, culverts, box culverts, water meter boxes, water and gas valves, manholes, utility poles and guy wires, traffic signal poles, utility boxes, fences, trees, mailboxes, public and private irrigation, plants and shrubs. The topographic survey will include the survey of the entire parking lot and alley and all curb returns/driveways, extending 25 feet beyond the intersection.

- 9.3 The CONSULTANT will perform boundary survey to identify property/lot lines and easements. Any Title Reports required shall be provided by the City.

10. DESIGN DEVELOPMENT

The CONSULTANT will prepare plans for the project in accordance with City Standards. Plans will be submitted in AutoCAD, DWG format and exports of each plan sheet and reference files and PDF of each plan sheet and PDFs of complete plans set at the 15%, 90%, 100% and Final submittals.

Following each review, the CONSULTANT will review the City's comments and complete the comment resolution forms. The CONSULTANT will provide a matrix that summarizes the comments and indicates whether the comment was incorporated or provides justification for not implementing the change noted in the plan review comments. The CONSULTANT will provide the comment matrix to the City with the following submittal. All comments shall be incorporated unless otherwise authorized by the City.

10.1 Base Map Preparation

CONSULTANT will review existing utility mapping and will utilize it along with the survey data to prepare the CAD base map. Base maps will be developed using topographic survey information and show the locations of existing underground and above ground utilities. This will be the basis for the development of concept plans and construction documents.

10.2 15% Design

This submittal will include the following:

- The CONSULTANT will prepare a conceptual layout and drawing. The layout will be developed on the base map depicting existing right-of-way and easements, existing utility information and proposed project elements in relation to one another.
- All drawings (except details or standard details) will be in 1" = 20' scale. Above ground features, such as poles, utility boxes, valves, fire hydrants, manholes, landscape, etc. (as described above) will be shown on the drawings.
- The existing and proposed parking lot pavement, curb, sidewalk, & ramps; driveway & ramps will be shown. The proposed grades will generally remain as existing. The CONSULTANT will review the profile and propose any modifications which may improve the design.

- The 15% submittal will NOT have extensive notation and its sole purpose is to allow reviewers to determine the progress of work and agree to the proposed parking lot and alley improvements.
- Right-of-way issues will be identified. No new right-of-way or easements are anticipated to be acquired as part of this project.
- The CONSULTANT to present schemes to City and its representatives (to potentially include a contractor). City staff will collaborate with CONSULTANT to manipulate the plans and mutually decide on the best scheme.

10.3 90% Design

Based on the approved 15% Concept Documents and any adjustments authorized by City in the program, schedule or construction budget, the CONSULTANT shall prepare construction documents.

This submittal will include the following sheets:

Cover Sheet and Vicinity Map	1 Sheet
Notes, Legend, and Abbreviations	2 Sheets
Horizontal Control Plan	1 Sheet
Grading And Drainage Plan	2 Sheets
Site Plan	2 Sheets
Signing and Striping Plan	1 Sheet
Details	2 Sheets
Erosion and Sediment Control Plan Cover Sheet	1 Sheet
Erosion and Sediment Control Details	1 Sheet
<u>Erosion and Sediment Control Plan</u>	<u>2 Sheets</u>
Total	17 Sheets

10.4 100% and Final Design

The CONSULTANT will address all redline comments and suggestions and develop the drawings to the 100% completion level for final City review. Following this review, final plans, specifications and quantity take-off will be submitted. These deliverables will be signed and sealed by an Arizona registered professional engineer.

10.5 Cost Estimates

The CONSULTANT will prepare an opinion of probable costs at the 15%, 90% and 100% and Final submittals.

10.6 Specifications

The CONSULTANT will prepare technical specifications and special provisions for the design at the 90% and 100% and Final submittals.

10.7 Landscape and Irrigation Design

Landscape and irrigation design will be provided by EPG (Terracon). See attached scope for detailed information.

10.8 Lighting and Electrical Design

Provided by Wright Engineering. See attached scope for detailed information.

10.9 Design Deliverables

15% Plan Submittal:

- One (1) full size submitted on roll plot as well as a PDF of 15% concept layout showing proposed improvements.
- Two (2) copies and a PDF of the 15% construction cost estimate

90% Plan Submittal:

- City Plan review and construction permit applications
- City redlines and comments
- One (1) full size and four (4) half size sets as well as a PDF of 90% plans
- Two (2) copies and a PDF of the 90% technical specifications
- Two (2) copies and a PDF of the 90% construction cost estimate
- PDF of the drainage memorandum

100% Plan Submittal:

- City Plan review and construction permit applications
- City redlines and comments
- Three (3) full size and four (4) half size sets as well as a PDF of 95% plans
- Two (2) copies and a PDF of the final technical specifications
- Two (2) copies and a PDF of the final construction cost estimate and bid schedule

11. BID & AWARD (100% Documents):

11.1 Assist City in the preparation of the Bid Form.

- 11.2 Attend and participate at the pre-bid conference for the purpose of answering technical questions from potential bidders.
- 11.3 Assist City in the evaluation of "substitutions and or-equals" and make a recommendation to accept or decline.
- 11.4 Prepare addenda for review and approval by City. City will distribute.
- 11.5 If bids are 10% over or under the "engineers estimate", CONSULTANT will be required to provide a detailed evaluation explaining differences. Then the documents will be modified and re-bid at no additional cost to City.

12. PERIOD OF SERVICE (MILESTONES):

- 12.1 Following receipt of a "Notice to Proceed" with the design work, CONSULTANT must complete the design and have all documents ready for bidding within 265 calendar days of the date indicated on the Notice to Proceed.
- 12.2 CONSULTANT must complete all services specified herein in accordance with the Production Schedule and progress milestones included in Exhibit A attached herein. In the event delays are experienced beyond the control of CONSULTANT, the completion date may be extended as mutually agreed upon by City and CONSULTANT.

ALLOWANCES

A1. OWNER'S ALLOWANCE

The Owner's Allowance provides for additional services or expenses as requested by the City's Engineering Project Manager. Prior written authorization by the City's Project Manager will be required to utilize the Owner's Allowance.

A2. LANDSCAPE AND IRRIGATION DESIGN (ALLOWANCE)

EPG will provide landscape and irrigation design services. Please refer to the attached scope of work for a more detailed breakdown of their scope on this project.

A3. LIGHTING AND ELECTRICAL DESIGN (ALLOWANCE)

Wright Engineering will provide light and electrical services. Please refer to the attached scope of work for a more detailed breakdown of their scope on this project.

A4. GEOTECHNICAL INVESTIGATION (ALLOWANCE)

If requested by the City, this allowance has been provided to perform a geotechnical investigation / assessment and a pavement design recommendation. Prior written authorization by the City's Project Manager will be required to utilize this Allowance. Geotechnical design services will be provided by Terracon.

A5. PUBLIC OUTREACH (ALLOWANCE)

If requested by the City, the CONSULTANT will support the City with public outreach on this project. The exact services are unknown at this time but may include attendance at meetings, preparation of exhibits / flyers, and meeting with business owners.

A6. POTHOLING (ALLOWANCE)

If necessary, the CONSULTANT will identify a list of utilities to be field located (potholed) to confirm location and depth. The CONSULTANT will prepare a list of the potholes and will show the requested pothole locations on the plan sheets. Potholes will be completed by a sub-consultant. The CONSULTANT shall solicit proposals from an approved sub-consultant. Results of potholes will be stamped by a Land Surveyor registered in the State of Arizona and provided to the Engineer for incorporation into the construction documents.

A7. REIMBURSABLE EXPENSES (ALLOWANCE)

This allowance will cover expenses such as printing and photocopying services required beyond that identified in the base scope of work. A reimbursable amount is included as an allowance.

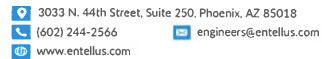
EXHIBIT "B"
COMPENSATION AND FEES



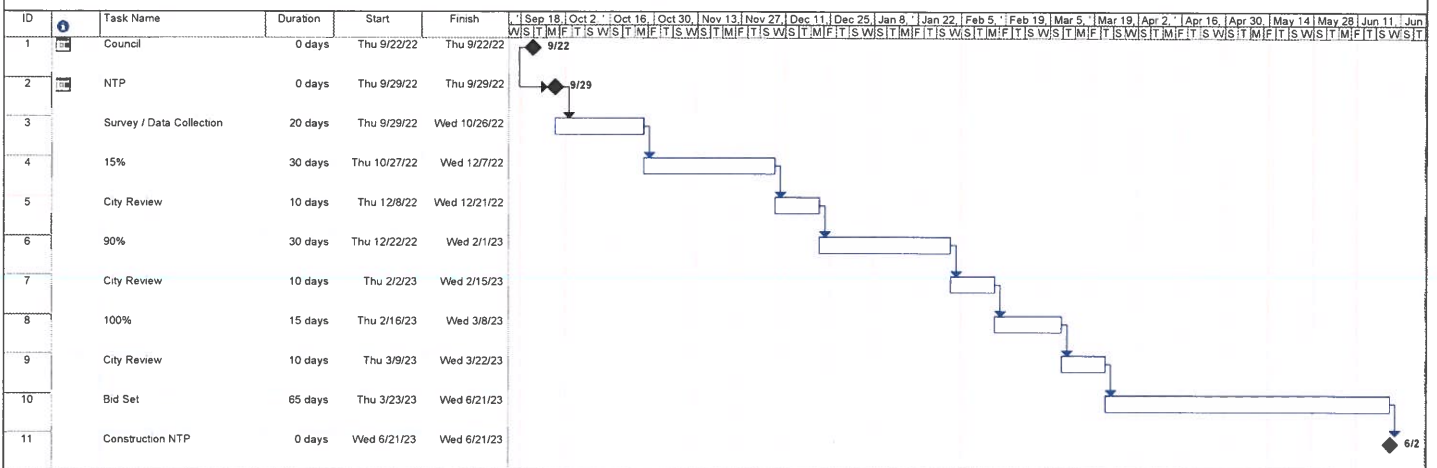
 3033 N. 44th Street, Suite 250, Phoenix, AZ 85018
 (602) 244-2566  engineers@entellus.com
 www.entellus.com

EXHIBIT "B-1"
Lump Sum Cost Per Task

TASK DESCRIPTION		SUBTOTAL
Task 1.0 Project Description & Scope of Construction		
Task 2.0 Design Standards		
Task 3.0 Assignment		
Task 4.0 Project Schedule		
Task 5.0 Quality Control		
Task 6.0 Project Meetings		\$ 10,891.00
6.1	Project Kickoff Meeting	\$ 1,545.00
6.2	Comment Resolution Meeting	\$ 3,090.00
6.3	Project Coordination	\$ 3,828.00
6.4	Management of Subconsultants	\$ 2,428.00
Task 7.0 Preliminary Research		\$ 2,780.00
7.1	Review Existing Records and Site Conditions	\$ 1,620.00
7.2	Site Visit	\$ 1,160.00
Task 8.0 Utility/Agency Coordination		\$ 4,860.00
8.1	Coordination with Utilities (PIPG)	\$ 4,860.00
Task 9.0 Topographic Survey		\$ 9,550.00
9.1	Control Survey	\$ 2,600.00
9.2	Topographic Survey	\$ 4,850.00
9.3	Boundary Survey	\$ 2,100.00
Task 10.0 Design Development		\$ 51,895.00
10.1	Base Map Preparation	\$ 5,340.00
10.2	15% Design	\$ 12,905.00
10.3	90% Design	\$ 19,065.00
10.4	100% and Final Design	\$ 7,185.00
10.5	Cost Estimates (Included 15%/90%/100%/Final)	\$ 3,700.00
10.6	Specifications (Included 90%/100%/Final)	\$ 3,700.00
10.7	Landscape and Irrigation Design (See Allowance)	\$ -
10.8	Lighting and Electrical Design (See Allowance)	\$ -
Task 11.0 Bid & Award		\$ 3,820.00
11.1	Coordinate & Issue Bid Documents	\$ 1,620.00
11.4	Attend Pre-Bid Conference	\$ 580.00
11.5	Assist City with Bid Evaluation	\$ 350.00
11.6	Issue Addenda as required	\$ 1,270.00
ALLOWANCES		\$ 62,763.00
Owner's Allowance		\$ 10,000.00
Landscape and Irrigation Design (Allowance)		\$ 22,693.00
Lighting and Electrical Design (Allowance)		\$ 11,070.00
Geotechnical Investigation (Allowance)		\$ 8,000.00
Public Outreach (Allowance)		\$ 5,000.00
Potholing (Allowance)		\$ 5,000.00
Reimbursable Expenses (Allowance)		\$ 1,000.00
TOTAL COST:		\$ 146,559.00

[illegible]

City Hall Parking Lot & Alley Improvements CA2204.201



May 27, 2022

4685 S. Ash Ave., Suite H-4

Tempe, Arizona 85282

P (602) 956-4370 | www.epgllc.design

Brian Wilcox, PE
Project Manager
Entellus, Inc.
3033 N. 44th St., Suite 250
Phoenix, AZ 85018

Subject: **CA2204.201 City Hall Parking Lot & Alley Improvements – Landscape Architecture Services Scope-of-Work and Fee Proposal**

Dear Brian:

Please find attached our scope of work and fee proposal for providing landscape architecture design services in support of Entellus for the City of Chandler City Hall Parking Lot & Alley Improvements project.

The scope of work included with the proposal is divided into five main tasks based on our understanding of the project needs and approach. Those tasks include:

Task 1 – Project Management and Coordination

Task 2 – Site Visit and Conceptual 15% Design

Task 3 – 90% Design

Task 4 – Final Construction Documents / Permitting Assistance

Allowance – Rendered Plans or Graphics

EPG anticipates deliverables for this project will be electronic. Our proposed fee to perform the work described in the attached scope of work is \$19,693.00. With the \$3,000.00 allowance for graphic and public meeting support if requested, our total fee amount is \$22,693.00.

We appreciate this opportunity and look forward to beginning the work. Please feel free to contact us with any questions or to discuss the scope or fee proposal in more detail.

Sincerely,



Michael Park, PLA
Senior Landscape Architect | EPG



John J. Griffin, PLA, ASLA
Project Manager | EPG

Enclosure: scope of work, fee proposal

City of Chandler
City Hall Parking Lot & Alley Improvements
COC PROJECT NO CA2204.201
Landscape Architecture Design Services
SCOPE OF WORK
May 27, 2022

PROJECT DESCRIPTION

Entellus, Inc., (ENTELLUS) has been selected by the City of Chandler (CITY) to provide engineering design and project management services required to prepare construction documents to replace and improve the existing parking lot and alley near the City Hall building, (Address: 175 S. Arizona Avenue, Chandler, AZ 85225). See *Figure 1 – Project Limits*. ENTELLUS has requested the Environmental Planning Group, LLC (EPG), provide landscape architecture design services in support of the project.



Figure 1 - Project Limits

The project scope includes:

- Site visit to confirm existing irrigation source and condition and review existing landscape at City Hall, which is to be continued at new landscape locations.
- Landscape and irrigation design for the landscape areas adjacent to the parking lot and along Washington Street.
- An allowance is included to prepare a graphic depicting the proposed landscape materials and layout for use in a public meeting or other presentation if required by the CITY.

TASK 1 - PROJECT MANAGEMENT AND COORDINATION

EPG will assign a project manager to manage EPG's efforts for the project. The project manager will be knowledgeable of the project and have responsible charge of the progress of each phase of the project. The project manager will be the point of contact for ENTELLUS and will keep ENTELLUS informed of coordination on project deliverables and associated efforts. The project manager will be responsible for administrative issues, technical direction of the work, scheduling, budgetary oversight for the project, as well as coordination and reporting with ENTELLUS' project manager.

Project Coordination

Project coordination will include preparation of notes for the project meetings to be provided to ENTELLUS, coordination with the design team members, and managing administrative tasks associated with the project.

Project Meetings

The scope of work assumes EPG will participate in one (1) project kick-off meeting and two (2) submittal review meetings to be held with the CITY:

- Project kick-off meeting (1 meeting total)
- 15% Comment Resolution Meeting (1 meeting total)
- 90% Comment Resolution Meeting (1 meeting total)

Project Schedule

Prior to commencing design work, EPG will coordinate with ENTELLUS to determine the project schedule. EPG's Project manager will monitor project work progress and report to ENTELLUS the status of deliverable development and potential issues that arise during project progress.

Quality Control

EPG's project manager will be responsible for ensuring our internal Quality Control Program is followed for landscape-related work for this project. EPG will designate a senior QA/QC landscape architect who is not part of the regular design effort to independently review the design for conformance to design standards, constructability, and quality at each design progress level prior to submittal to ENTELLUS.

TASK 2 – SITE VISIT AND CONCEPTUAL 15% DESIGN

2.1 DATA COLLECTION: EPG will review documents, as-builts and record drawings, CITY ordinances, and other data provided by ENTELLUS or acquired from the CITY to be familiar with the existing irrigation system and zoning site compliance requirements for the project.

2.2 SITE VISIT: EPG will perform one (1) site visit to photograph and document existing features and conditions, identify irrigation equipment locations and methods of delivery, and document the existing landscape present on site and along Arizona Avenue. EPG anticipates coordinating this visit with the CITY to ensure access to irrigation and other equipment facilities for documentation.

2.3 CONCEPTUAL 15% DESIGN: Working from ENTELLUS-provided bases provided in AutoCAD, EPG will prepare preliminary landscape plans in AutoCAD format. These plans will depict the proposed irrigation point of connection, controller location and connection, and the proposed plant list with tree layout. EPG will provide ENTELLUS the sheet in PDF format for inclusion in the 15% design package.

2.4 PRODUCT CUTSHEETS: Prepare a binder of proposed products and materials (plant materials, irrigation components, etc.). Submit to CITY for review and approval.

Anticipated Deliverables:

- 15% landscape plans, pdf
- Product cutsheets, pdf

TASK 3 – 90% DESIGN

3.1 PLANTING, IRRIGATION PLAN DEVELOPMENT: EPG will incorporate comments and advance the design to produce plans, details, specifications for the landscape, and irrigation components and systems of the Project to provide a comprehensive set of construction documents and specifications for the Project. Construction Documents will include:

- General Plans – Including Landscape Cover Sheet, General Notes, and Legends.
- Planting Plans and Details – Showing shrubs and groundcovers, trees, name, quantities, and sizes.
- Irrigation Plans and Details – Plans to depict existing irrigation meter, backflow preventor, and controller location along with the proposed new improvements. These include the mainline point-of-connection, new mainline, valves, drip irrigation laterals, and ancillary equipment.
- Maricopa County Environmental Services Department (MCESD) Submittal – The landscape plans will be submitted to MCESD for review and application for approval-to-construct with the assumption the existing irrigation system is a reclaimed water system.

4.2 SPECIFICATIONS: Prepare MAG specifications for site, landscape, and irrigation related components.

4.3 OPINION OF PROBABLE COST: Update the opinion of probable cost.

Anticipated Deliverables:

- 90% Construction Document plans, pdf (full- and half-size), approximately 6 sheets
- Specifications, pdf
- Opinion of Probable Cost, pdf

TASK 5 – 100% DESIGN / PERMITTING

5.1 PLAN DEVELOPMENT: Following review and acceptance of the 90% Deliverables, EPG will finalize the site, planting, and irrigation Construction Documents for the Project for permitting.

Landscape Architecture Construction Documents will include:

- General Plans – Including Landscape Cover Sheet, General Notes, and Legends.
- Planting Plans and Details – Final plant and surface treatment plans and planting details.
- Irrigation Plans and Details – Final irrigation design plans and details.

5.2 SPECIFICATIONS: Finalize MAG specifications for site, landscape, and irrigation related components.

5.3 OPINION OF PROBABLE COST: Update the opinion of probable cost.

5.4 CITY PERMITTING ASSISTANCE: Assemble the construction drawings, specifications, and reports into their respective packages and provide bid items and quantities for the bid tabs. EPG will participate in a pre-bid meeting and assist ENTELLUS in responding to bidders' questions, if any.

Anticipated Deliverables:

- Construction Document plans, pdf (full- and half-size), approximately 6 sheets
- Specifications, pdf
- Bid Tab, pdf

ALLOWANCE

RENDERED PLANS OR GRAPHICS: Graphic support required by the CITY for public involvement support or public meeting attendance is not anticipated in the base scope of work. EPG has included an allowance to prepare one (1) rendered site plan graphic, to be authorized by the CITY prior to performing the work. The allowance also includes fees for participation in one (1) public meeting by the EPG Project Manager if attendance is requested.

PROPOSAL ASSUMPTIONS AND QUALIFICATIONS

Items not covered in EPG's Scope of Work and assumptions or qualifications related to the execution of EPG'S work are indicated as follows:

Deliverables will be submitted electronically to ENTELLUS who will prepare deliverables for submittal to the CITY except where specifically described otherwise in the scope of work. Full sized plan printing and deliverables to ENTELLUS or the CITY as part of the Construction Document preparation is not included.

Review submittal fees will be paid by the CITY.

Payment of governmental fees, permits or assessments is by the CITY.

No offsite improvements, architecture design, or utility design services are included nor are they anticipated.

No Chandler zoning issues are included for the Project, such as rezoning, use permits, special use permits, or variances.

Verbal requests by the CITY or ENTELLUS to commence the next task of the Scope of Work will constitute approval of the previous task. Subsequent revision(s) to work of previous tasks will be considered as additional services.

EPG's consultant wage rates are based on 2022 and will be valid for a period of 180 days following the proposal date identified per the cover letter. Should the Scope of Work herein not begin within this time period, we request the opportunity to review and adjust to accommodate current wage rates if necessary.

Construction Administration services are not included at this time.

This scope of work assumes all work will occur within existing CITY rights-of-way or temporary construction easements to be defined by others. No CITY land use issues are included under the scope of work such as rezonings, use permits, special use permits, or variances.

Water service or electrical design for irrigation is not required. All irrigation for the project will be restoration or replacement of existing CITY irrigation systems.

The work listed below is specifically excluded from this scope of work, but can be added to the contract for an additional negotiated fee if required:

- Soils Reports and Materials Testing
- Structural Engineering Design or Analysis
- Electrical Engineering and Lighting Design
- Phase I, II, or III Environmental Site Assessment
- Quantitative Noise Analysis
- Additional meetings beyond those designated above

BILLING AND COMPENSATION

This project base fee will be paid on a lump sum, percent complete basis. Use of the allowance, if authorized by the CITY, will be paid on a time and materials (hourly) basis. EPG will provide monthly invoices to ENTELLUS showing the following information:

- Summary of previous billings, current fee due, and the total amount of the invoice
- Summary of work tasks completed during the current period
- Upcoming milestones and deliverables

END SCOPE OF WORK

Task 01 - Project Management and Coordination								Task 02 - Site Visit and Conceptual 15% Design		Task 03 - 90% Design		Task 04 - Final CDS / Permitting Assistance		Allowances	
Classification	Billing Rate	Total (hr)	(hr)	(hr)	(hr)	(hr)	(hr)	(hr)	(hr)	Labor Rev.	Billing Rate				
Senior Landscape Architect/QAQC	\$200.00	12.0	12.0							\$2,400.00					
Project Manager/Project Landscape Architect	\$157.00	36.0	8.0	6.0	12.0	10.0				\$5,652.00					
Landscape Architect 2	\$127.00	6.0			6.0					\$762.00					
Irrigation Designer	\$114.00	29.0		8.0	16.0	5.0				\$3,306.00					
Landscape Designer 2	\$86.00	76.0		28.0	32.0	16.0				\$6,536.00					
Administration/Project Controls	\$115.00	8.0	8.0							\$920.00					
Total Hours		167.0	28.0	42.0	66.0	31.0	0.0								
Total Labor			\$4,576.00	\$4,262.00	\$7,222.00	\$3,516.00	\$0.00			\$19,576.00					
Allowances										Allowances					
Rendered Plans or Graphics			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00		\$3,000.00					
Total Allowances			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00		\$3,000.00					
Other Direct Costs										ODC Cost					
Mileage - Reimbursement rate at \$0.585/mile			\$87.75	\$29.25	\$0.00	\$0.00	\$0.00	\$0.00		\$117.00					
ODC Subtotal			\$87.75	\$29.25	\$0.00	\$0.00	\$0.00	\$0.00		\$117.00					
Total ODCs			\$87.75	\$29.25	\$0.00	\$0.00	\$0.00	\$0.00		\$117.00					
Grand Total			\$4,663.75	\$4,291.25	\$7,222.00	\$3,516.00	\$3,000.00			\$22,693.00					

May 27, 2022

Entellus, Inc
3033 N. 44th St, Ste 250
Phoenix, AZ 85018

Re: **Chandler City Hall Parking Lot & Alley**

Attn: Brian Wilcox

Dear Brian,

Wright Engineering appreciates this opportunity to submit a proposal for electrical engineering services on the above referenced project. The following services will be performed in a professional manner to meet City of Chandler requirements:

Electrical Design Scope of Services:

1. Coordinate design with owner, power company, civil engineer, and/or architect/landscape architect as required.
 - a. Project coordination will be performed via email, telephone calls, and virtual meetings. Up to (2) two in-person design coordination meetings are included in this scope.
2. Visit the site to determine existing conditions and electrical configuration. Please note, this task will require extensive onsite discovery of the existing conditions, electrical equipment, and loads being served. Up to (1) one visit.
3. Review existing electrical drawings and load calculations for site.
4. Determine existing peak demand loads and coordinate proposed electrical loads.
5. Design the electrical power system to meet local codes and requirements.
6. Prepare 24" X 36" electrical construction drawings including an overall site plan showing all new equipment to include the following:
 - a. Electrical service entrance section and distribution equipment
 - b. Control equipment
 - c. Parking lot lighting
 - d. Electric vehicle charging stations
7. Prepare photometric calculations showing all lighting averages, uniformities and any spill light at adjacent property lines.
8. All lighting on/off control will be designed per client's requirements. All necessary equipment will be shown on the plans.
9. Prepare necessary elevation view and installation details of the equipment listed above to help determine layout and size.
10. Prepare load calculations and single line diagram.
11. Prepare panel schedule and other electrical installation details as required.

12. Prepare a conduit and wire table showing all power conduits and wire for equipment listed above.
13. Prepare system fault current and voltage drop calculations as required.
14. Prepare an engineer's opinion of probable electrical construction costs and project specific electrical specifications document upon request.
15. Structural calculations for the light foundations are included below as an allowance if required by the reviewing agency.
16. Perform in-house QAQC review and modifications.
17. The above plans will be provided to client at 15%, 90% and 100% levels for submittal review and comment. Submittals will be made via email in digital PDF format. Client will print, copy and submit to the City and owner as needed.
18. Up to one set of base drawing changes or updates will be included in this engineering cost proposal. Incorporating any additional base drawing changes will incur additional cost at the rates noted under additional services.
19. Municipal review comments will be responded to and addressed.

Street Lighting Design Scope of Services:

1. Coordinate design with owner, Power Company, civil engineer, and/or architect as required.
2. Visit the site to determine existing adjacent street lighting conditions. Up to (1) one visit.
3. Prepare sealed photometric calculation drawings 24 x 36. The photometric calculations will show the existing, proposed, and the future lighting levels for all streets and intersections as required.
4. Design will include the required lighting levels to meet municipality requirements.
5. Prepare 24" X 36" streetlight design plan drawings showing all street lighting for the following streets:
 - a. Public Alley (~320 linear feet)
6. Prepare an engineer's estimate of probable electrical construction costs if requested.
7. Perform in-house QAQC review and modifications.
8. The above plans will be provided to client for submittal review and comment. Submittals will be made via email in digital PDF format. Client will print, copy and submit to the City and owner as needed.
9. Up to one set of base drawing changes or updates will be included in this engineering cost proposal. Incorporating any additional base drawing changes will incur additional cost at the rates noted under additional services.
10. Municipal review comments will be responded to and addressed.

Please Note: All underground electrical utilities, providing power to public streetlights, shall be designed by local utility company.

Responsibilities of Others:

1. Provide Wright Engineering Corp. electronic base files in an AutoCAD format which includes all proposed and existing utilities, all proposed improvements, and any existing conditions that affect this scope.
2. Wright Engineering will submit plans to the civil engineer or landscape architect for submittal to the local government agencies for approval and permits.
3. Designation of electrical services for new meters and for street light locations will be determined by the local utility company. The owner is responsible for coordination of the design of all electrical utility power services during the design process.

Final Deliverables:

1. Upon completion of the design, we will provide final sealed documents bearing the signature of a registered electrical engineer in the State of Arizona.

Engineering Fee:

The above services will be provided as follows:

1. Electrical Design Services: **\$7,350.00** (Lump Sum)
2. Street Lighting Design Services: **\$3,220.00** (Lump Sum)
3. Allowance for structural calculations if required: **\$500.00** (Lump Sum)
[Includes (1) unique light pole types / heights in structural design]

Please Note: Services as stated above can be provided in whole or part to meet client needs.

Additional Services:

Any services not specifically included in the Scope of Services section shall be additional services payable at an hourly fee at the following rates:

Principal	\$180/hour	Designer	\$115/hour
Senior Engineer	\$160/hour	Drafter	\$105/hour
Engineer	\$135/hour	Admin	\$65/hour

Printing Charges:

Although not anticipated, any printing and delivery requested will be charged as follows:

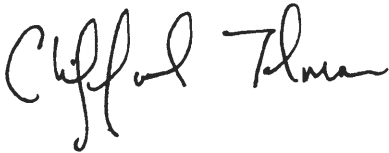
Blacklines	\$ 2.00 each
Mylar Sepia	\$18.00 each
Delivery Cost	cost

Billing:

We will bill you on a monthly basis for these services. Payment terms are Net 30 days. This proposal will be valid for the next 90 days. Any engineering or services fees requested to be paid by credit card will be charged an additional 4.25% for processing. If you have any questions, please contact us at your earliest convenience.

I look forward to working with you on this project. Please show your acceptance of this proposal by signing below and returning one copy for my records.

Sincerely,



Clifford Tolman, P.E.
Wright Engineering Corporation

WRIGHT
engineering corporation

TASK NUMBER	TASK DESCRIPTION	Principal	Senior Engineer	Engineer	Designer	Drafter	Admin	TOTAL
	Hourly Rate	\$180.00	\$160.00	\$135.00	\$115.00	\$105.00	\$65.00	
Electrical Design Services								
100	Project Coordination	0.00	1.00	0.00	0.00	0.00	1.00	2.00
101	Visit Site	0.00	0.00	2.00	0.00	0.00	0.00	2.00
102	Team Meetings	0.00	2.00	2.00	0.00	0.00	0.00	4.00
103	Plan Development	0.00	0.00	2.00	8.00	0.00	0.00	10.00
104	Details, Photometrics, Power & Voltage Drop Calculations	0.00	2.00	2.00	16.00	0.00	0.00	20.00
105	Specifications & OPC	0.00	0.00	1.00	2.00	0.00	0.00	3.00
106	QAQC	0.00	1.00	2.00	4.00	0.00	0.00	7.00
107	Plan Submittal	0.00	0.00	2.00	2.00	0.00	0.00	4.00
108	Comment Resolution Meetings/Address Redlines	0.00	1.00	2.00	4.00	0.00	0.00	7.00
SUB TASK HOURS PER CATEGORY		0.00	7.00	15.00	36.00	0.00	1.00	59.00
SUB TASK FEE PER CATEGORY		\$0.00	\$1,120.00	\$2,025.00	\$4,140.00	\$0.00	\$65.00	\$7,350.00
		TOTAL FEE						\$7,350.00

TASK NUMBER	TASK DESCRIPTION	Principal	Senior Engineer	Engineer	Designer	Drafter	Admin	TOTAL
	Hourly Rate	\$180.00	\$160.00	\$135.00	\$115.00	\$105.00	\$65.00	
Street Light Design Services								
200	Project Coordination	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201	Visit Site	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202	Team Meetings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203	Plan Development	0.00	0.00	2.00	4.00	0.00	0.00	6.00
204	Details, Photometrics, Power & Voltage Drop Calculations	0.00	1.00	2.00	8.00	0.00	0.00	11.00
205	Specifications & OPC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
206	QAQC	0.00	1.00	1.00	2.00	0.00	0.00	4.00
207	Plan Submittal	0.00	0.00	1.00	1.00	0.00	0.00	2.00
208	Comment Resolution Meetings/Address Redlines	0.00	0.00	1.00	2.00	0.00	0.00	3.00
SUB TASK HOURS PER CATEGORY		0.00	2.00	7.00	17.00	0.00	0.00	26.00
SUB TASK FEE PER CATEGORY		\$0.00	\$320.00	\$945.00	\$1,955.00	\$0.00	\$0.00	\$3,220.00
		TOTAL FEE						\$3,220.00

EXHIBIT "C"
INSURANCE REQUIREMENTS

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

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.