



PROFESSIONAL SERVICES AGREEMENT

Design Services

WALL STREET IMPROVEMENTS

Project No. CA2202.201

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 **Wood Environment & Infrastructure Solutions, Inc.**, a Nevada 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 **WALL STREET 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 **150** 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 **\$152,330.69** 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:			Wood Environmental & Infrastructure Solutions, Inc.
	LEGAL COMPANY NAME:		
	Mailing Address:	4600 E. Washington Street, Ste 600, Phoenix, AZ 85034	
	Physical Address:		
	Statutory Agent Name:		United Agent Group Inc.
	Statutory Agent Mailing Address:		2985 Gordy Parkway, 1st Floor, Marietta, GA 30066
	Statutory Agent Physical Address:		
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE		
	Name:	Rod Penniman	
	Title:	Senior Project Manager	
	Phone:	480-406-8552	
	Email:	Rod.penniman@woodplc.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"

**Wood Environment & Infrastructure
Solutions, Inc.**

MAYOR

 8/30/2022
Signature Date

RECOMMENDED BY:



Kimberly Moon, P.E.
CIP City Engineer

Richard D. Yano
Print Name

Transportation Service Line Leader
Title

dick.yano@woodplc.com
Signer Email Address

APPROVED AS TO FORM:

City Attorney 

ATTEST:

City Clerk Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

WALL STREET IMPROVEMENTS

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

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

- 1.1 Consultant will provide services for the design, and development of construction documents for the development of Wall Street Improvements, located at Wall Street, between Chicago Street and Frye Road, Chandler, Arizona, all as more specifically described herein below.
- 1.2 The facility design may include, but not be limited to, areas for activities such as: topographic survey, utility coordination, preparation of APS easements, stakeholder coordination, pavement design, geotechnical investigation, detailed design, design coordination including progress status, coordination and submittal meetings, and submittal reviews required to complete construction documents for the Wall Street Improvements.
- 1.3 The project design budget is \$152,330.69. All design and delivering design documents of the project will be completed within this budget.
- 1.4 Consultant will provide all design services for the Project including, but not limited to, normal civil, landscape architecture, geotechnical, and electrical engineering services.

2. ASSIGNMENT:

- 2.1 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 will 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 will perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference.
- 3.2 Consultant will adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of City. Consultant will 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 will take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist Consultant.

4. QUALITY CONTROL:

- 4.1 Consultant will institute and comply with the Design Quality Control Plan attached hereto and made a part hereof by reference.
- 4.2 As a part of the project design Consultant will develop a quality control plan for the design phase.

5. PRELIMINARY RESEARCH:

- 5.1 As and for preliminary research before preparing the project design, Consultant will:
 - a. Perform a Document search for survey ties and benchmarks.
 - b. Consultant will provide a survey of the project area that includes complete topographical and property data of the immediate site. Design will 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.

6. UTILITY/AGENCY COORDINATION:

- 6.1 Coordination with utility companies and agencies will be in accordance with the latest version of the "Public Improvement Project Guide" (PIPG).
- 6.2 Consultant will identify utility conflicts during the initial stages of the design process.
- 6.3 Consultant will 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.
- 6.4 Easements for these utilities will 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.

- 6.5 Engineers employed by consultant will provide the legal descriptions for up to five (5) APS easements.
- 6.6 Consultant will submit 60% and 90% plans, specifications, and design calculations to utilities for review and use during their design for their service improvements or any necessary relocations.
- 6.7 Consultant will conduct up to four utility coordination meetings to coordinate relocations with utility providers in the project area and establish relocation schedules.
- 6.8 Consultant will follow-up with the final design submittal for utility construction and coordination with the bid documents.

7. GEOTECHNICAL INVESTIGATION:

- 7.1 Consultant will perform all soil and pavement borings necessary to complete their work:
 - a. Consultant will perform two soil borings, one 5-foot-deep boring for the pavement design and one 35-foot-deep boring for the monument foundation design.
 - b. Consultant will perform a pavement design analysis as per the City requirements.
 - c. Consultant will perform a foundation design analysis as per the City requirements.
 - d. Consultant will prepare a Technical Memorandum summarizing the results of the field investigation, the pavement design, and the monument foundation design.
- 7.2 Sub-surface soil conditions, established by the geotechnical investigations, will be incorporated into the bid documents in a manner usable to the excavation and foundation bidding and construction.

8. PROGRAMMING:

- 8.1 Consultant will meet with City staff to ascertain the requirements of the Project and will arrive at a mutual understanding of such requirements. Consultant will attend a project kickoff meeting and up to eight progress meetings.
- 8.2 Consultant will perform up to a total of two (2) stakeholder (combined business and property owner) meetings. Consultant will prepare exhibits, facilitate

discussions, and document meeting information exchange. City will advertise and promote the meetings.

9. SCHEMATIC DESIGN (30% Document Review):

- 9.1 When the design is thirty percent complete, Consultant will do the following:
- a. The 15% plans completed with the Project Assessment will be utilized and advanced to a 30% level. 30% plans shall include typical roadway section sheet showing a cross section of existing utilities, plan, and profile sheets (2 sheets) for a total of 3 sheets.
 - b. Complete a drainage analysis of proposed conditions and provide solutions to mitigate the runoff. Prepare a drainage technical memorandum.
 - c. Prepare a construction cost estimate for verification with the budget and re-design once as necessary to re-align the design with the construction budget.
 - d. Submit to City's Project Manager for comment two complete drawing sets with drainage & monument foundation design calculations, one of which will be reproducible.

10. DESIGN DEVELOPMENT (60% Document Review):

- 10.1 Based on the approved 30% plans and any adjustments authorized by City in the program, schedule or construction budget, Consultant will prepare, for approval by City, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to civil, landscape architecture and electrical systems, materials and such other elements as may be appropriate. When the design is approximately sixty percent (60%) complete. Consultant will do the following:
- a. Review meeting with Owner's Representative to review 30% Documents.
 - b. Design will utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans.
 - c. Prepare the draft specifications utilizing MAG specifications numbering to indicate sections where requirements exceed or differ from MAG specification standards.
 - d. Prepare plans, details, sections, and notes as required to fix and describe the project as to civil, and landscape architecture, and electrical systems. 60% plan preparation shall include general construction notes and legend sheet (1 sheet), miscellaneous detail sheets (3 sheets), lighting general notes sheet (1 sheet) , lighting plans (1"=40' scale) (3 sheets) and pavement notes and marking sheet. Lighting plans will include conduit for APS undergrounding.
 - e. Perform code reviews and implement requirements into the design documents.

- f. Consultant is required to review and complete the City's Constructability Review Checklist.
- g. Prepare a construction cost estimate.
- h. Conduct a full document set (plans & specs) review in the presence of all consultants and City's representatives and any other stakeholders.
- i. Submit to City's Project Manager for comment two complete drawing sets, specifications, drainage, and monument foundation design calculations, one of which will be reproducible. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.
- j. Schedule review meeting with plan check staff to discuss review comments. Clarify with the plan check staff what the design challenges are and decide the method in which they will be resolved.
- k. Consultant to conduct up to two Photo Metric Analysis.

11. CONSTRUCTION DOCUMENTS (90% Document Review):

- 11.1 Based on the City's 60% plan review comments and any adjustments authorized by City in the program, schedule or construction budget, Consultant will prepare, for approval by City, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. When the design is approximately ninety percent (90%) complete Consultant will do the following:
 - a. Prepare plans, details, sections, notes, and specifications as required to be able to bid and construct the project in its entirety.
 - b. Cover sheet to be provided by City electronically in AutoCAD.
 - c. Provide City of Chandler with a copy of the AutoCAD files.
 - d. Conduct a full document set (plans & Specs) review in the presence of all consultants with projects within the project limits, and City's representatives.
 - e. Prepare a construction cost estimate.
 - f. Submit to City's Project Manager for comment two complete drawing sets, specifications, drainage & monument foundation design calculations, one of which will be reproducible. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.
 - g. Schedule Comment Resolution Meeting with plan check staff what the design challenges are and decide the method in which they will be resolved.

12. BID & AWARD (100% Documents):

- 12.1 Submit bid documents to Development Services for building permit. All plans, calculations and specifications will be stamped. The specifications will be 8-1/2" x

- 11" and in electronic format in Microsoft Word. Plans will be black line prints as well in Auto CAD format. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.
- 12.2 Pick-up plans containing final review comments and prepare sealed documents for reproduction. City will have the bid sets reproduced from these sealed documents.
 - 12.3 Assist City in the preparation of the Bid Form.
 - 12.4 Attend and participate at the pre-bid conference for the purpose of answering technical questions from potential bidders.
 - 12.5 Assist City in the evaluation of "substitutions and or-equals" and make a recommendation to accept or decline.
 - 12.6 Prepare an addendum for review and approval by City. City will distribute.

13. PERIOD OF SERVICE (MILESTONES):

- 13.1 Following receipt of a "Notice to Proceed" with the design work, Consultant must complete the design and have all documents ready for bidding within 150 calendar days of the date indicated on the Notice to Proceed.

EXHIBIT "B"
COMPENSATION AND FEES

Wood Environment & Infrastructure Solutions Inc.

EXHIBIT "B-1"
Lump Sum Cost Per Task

TASK DESCRIPTION				
TASK 3.0 PROJECT SCHEDULE				\$ 1,560.00
3.1	Develop and Maintain Project Schedule		\$	1,560.00
TASK 4.0 QUALITY CONTROL				\$ 2,920.00
4.1	Implement Design Quality Control Plan (4 internal QC reviews)		\$	2,920.00
TASK 5.0 PRELIMINARY RESEARCH				\$ 1,275.00
5.1	Combine previous survey from the Utility Project with supplemental survey to create base drawings.		\$	1,275.00
	Coordinate base drawings with J2			
TASK 6.0 UTILITY / AGENCY COORDINATION				\$ 7,770.00
6.1	Coordination with Utilities per PIPG		\$	735.00
6.2	Consultant must identify utility conflicts		\$	840.00
6.3	Coordinate the design and installation of APS Undergrounding and easement locations		\$	525.00
6.4	APS easements coordination with Trace Consulting LLC		\$	1,875.00
6.5	Submit Plans to Utility Companies		\$	2,040.00
6.6	Conduct four Utility Coordination Meetings			
6.7	Followup with final design submittal and coordinate with bid documents		\$	600.00
TASK 7.0 GEOTECHNICAL INVESTIGATION				\$ 7,243.00
7.1 a.	Field Investigation		\$	2,256.00
7.1 b.	Prepare Technical Memorandum		\$	2,392.00
7.1 c.	Foundation Design		\$	1,297.50
7.1 d.	Prepare Technical Memorandum		\$	2,392.00
TASK 8.0 PROGRAMMING				\$ 9,240.00
8.1	Kickoff Meeting / Eight (8) Progress Meetings and prepare Meeting Minutes		\$	6,940.00
8.2	Stakeholder Meetings / Meeting Minutes		\$	2,300.00
TASK 9.0 SCHEMATIC DESIGN AND (30% DOCUMENT REVIEW)				\$ 13,390.00
9.0 a., c., d.	30% Plans and Construction Cost Estimate		\$	9,300.00
9.0 b.	Drainage Analysis for proposed improvements and prepare Technical Drainage Memorandum		\$	4,090.00
TASK 10.0 DESIGN DEVELOPMENT (60% DOCUMENT REVIEW)				\$ 18,540.00
10.1 a.	Review Meeting with City PM to go over 30% comments		\$	680.00
10.1 c.	Prepare draft specifications utilizing MAG Specifications and City's amendment to MAG		\$	1,080.00
10.1 b., d., e., f., g., h., i.	Prepare plans, constructability checklist, construction cost estimate, and submit to the City		\$	13,060.00
10.1 j.	Schedule meeting with plan check staff		\$	680.00
10.1 k.	Photo Metric Analysis		\$	3,040.00
TASK 11.0 CONSTRUCTION DOCUMENTS (90% REVIEW)				\$ 12,855.00
11.1 a., c., d., e., f.	Prepare plans, specifications and construction cost estimate, submit plans to the City		\$	12,130.00
11.1 g.	Schedule comment resolution meeting with plan check staff		\$	725.00
TASK 12.0 BID AND AWARD (100% DOCUMENTS)				\$ 6,870.00
12.1	Development Services Review		\$	960.00
12.2	Prepare stamped mylars (cover and signature sheet)		\$	300.00
12.3	Assist City PM in preparing Bid Form		\$	1,050.00
12.4	Assist City PM in prebid conference		\$	1,050.00
12.5	Assist City PM in evaluating substitutions and or-equals		\$	1,050.00
12.6	Prepare addenda		\$	2,460.00
SUBTOTAL				\$ 81,663.00
SUBCONSULTANTS				
	Trace Consulting, LLC. (Survey Control)		\$	1,033.48
	Trace Consulting, LLC. (Supplemental Topo Survey)		\$	4,133.92
	Trace Consulting, LLC. (Five APS Easement Descriptions & Exhibits)		\$	5,586.64
	J2 Engineering and Environmental Design (Landscape, Hardscape, Irrigation Design & Monument Design Services)		\$	32,385.75
	Lisa Ranzenberger Services for Monument Design		\$	6,935.00
SUBCONSULTANTS SUBTOTAL				\$ 50,074.79
TOTAL WITHOUT ALLOWANCES				\$ 131,737.79
ALLOWANCES				
	Owners Allowance (10% of Contract)		\$	13,174.00
	Public Relations Allowance (Makpro Services)		\$	5,000.00
	Printing and Mileage Expenses Allowance		\$	500.00
	Geotechnical Expenses Allowance (Wildcat Drilling = \$831.90 & Wood Laboratory Testing = \$1,087)		\$	1,918.90
ALLOWANCE TOTAL				\$ 20,592.90
TOTAL WITH ALLOWANCES				\$ 152,330.69

Project Name Wall Street Pedestrian Improvements
Client City of Chandler
Date 15-Aug-22
Prepared By Rod Penniman
Reviewed By Dick Yano

EXHIBIT "B-2"
Hours and Rates

		Senior Project Manager	Senior Engineer	Design Leader	Senior Designer	Designer	Admin / Clerical	Geotechnical Engineer / Senior Level	Geotechnical Engineer / Mid Level	Geotechnical Engineer / Junior Level	CADD/GIS Operator	< PROJECT ROLE < HOURLY RATES
		\$ 195.00	\$ 170.00	\$ 165.00	\$ 120.00	\$ 105.00	\$ 90.00	\$ 215.00	\$ 195.00	\$ 150.00	\$ 81.00	
TASK DESCRIPTION	HOURS TOTAL											TASK TOTAL
TASK 3.0 PROJECT SCHEDULE	8	8	0	0	0	0	0	0	0	0	0	\$ 1,560.00
3.1 Develop and Maintain Project Schedule	8	8										\$ 1,560.00
TASK 4.0 QUALITY CONTROL	16	8	8	0	0	0	0	0	0	0	0	\$ 2,920.00
4.1 Implement Design Quality Control Plan (4 internal QC reviews)	16	8	8									\$ 2,920.00
TASK 5.0 PRELIMINARY RESEARCH	11	1	0	0	2	8	0	0	0	0	0	\$ 1,275.00
5.1 Combine previous survey from the Utility Project with supplemental survey to create base drawings. Coordinate base drawings with J2	11	1			2	8						\$ 1,275.00
TASK 6.0 UTILITY / AGENCY COORDINATION	59	16	0	0	9	34	0	0	0	0	0	\$ 7,770.00
6.1 Coordination with Utilities per PIPG	10	1			1	8						\$ 1,155.00
6.2 Consultant must identify utility conflicts	6	1			1	4						\$ 735.00
6.3 Coordinate the design and installation of APS Undergrounding and easement locations	6	2			2	2						\$ 840.00
6.4 APS easements coordination with Trace Consulting LLC	4	1			1	2						\$ 525.00
6.5 Submit Plans to Utilty Companies	17	1				16						\$ 1,875.00
6.6 Conduct four Utility Coordination Meetings	12	8			4							\$ 2,040.00
6.7 Followup with final design submittal and coordinate with bid documents	4	2				2						\$ 600.00
TASK 7.0 GEOTECHNICAL INVESTIGATION	43	0	0	0	0	0	3	5	19	13	3	\$ 7,243.00
7.1 a. Field Investigation	15						1		3	10	1	\$ 2,256.00
7.1 b. Pavement Analysis & Design	6.5							1.5	5			\$ 1,297.50
7.1 c. Foundation Design	6.5							1.5	5			\$ 1,297.50
7.1 d. Prepare Technical Memorandum	15						2	2	6	3	2	\$ 2,392.00
TASK 8.0 PROGRAMMING	61	22	15	0	0	16	8	0	0	0	0	\$ 9,240.00
8.1 Kickoff Meeting / Eight (8) Progress Meetings and prepare Meeting Minutes	45	18	11			8	8					\$ 6,940.00
8.2 Stakeholder Meetings / Meeting Minutes	16	4	4			8						\$ 2,300.00
TASK 9.0 SCHEMATIC DESIGN AND (30% DOCUMENT REVIEW)	106	6	8	8	48	36	0	0	0	0	0	\$ 13,390.00
9.0 a., c., d. 30% Plans and Construction Cost Estimate	76	4		8	32	32						\$ 9,300.00
9.0 b. Drainage Analysis for proposed improvements and prepare Technical Drainge Memorandum	30	2	8		16	4						\$ 4,090.00
TASK 10.0 DESIGN DEVELOPMENT (60% DOCUMENT REVIEW)	145	10	27	0	46	60	2	0	0	0	0	\$ 18,540.00
10.1 a. Review Meeting with City PM to go over 30% comments	4	2	1		1							\$ 680.00
10.1 c. Prepare draft specifications utilizing MAG Specifications and City's amendment to MAG	7	2	3				2					\$ 1,080.00
10.1 b., d., e., f., g., h., i. Prepare plans, constructability checklist, construction cost estimate, and submit to the City	106	4	14		44	44						\$ 13,060.00
10.1 j. Schedule meeting with plan check staff	4	2	1		1							\$ 680.00
10.1 k. Photo Metric Analysis	24		8			16						\$ 3,040.00
TASK 11.0 CONSTRUCTION DOCUMENTS (90% REVIEW)	106	8	15	1	0	80	2	0	0	0	0	\$ 12,855.00
11.1 a., c., d., e., f. Prepare plans, specifications and construction cost estimate, submit plans to the City	102	6	14			80	2					\$ 12,130.00
11.1 g. Schedule comment resolution meeting with plan check staff	4	2	1	1								\$ 725.00
TASK 12.0 BID AND AWARD (100% DOCUMENTS)	39	11	0	18	6	9	1	0	0	0	0	\$ 6,870.00
12.1 Development Services Review	6	2		2	2							\$ 960.00
12.2 Prepare stamped mylars (cover and signature sheet)	2	1				1						\$ 300.00
12.3 Assist City PM in preparing Bid Form	4	2		4								\$ 1,050.00
12.4 Assist City PM in prebid conference	4	2		4								\$ 1,050.00
12.5 Assist City PM in evaluating substitutions and or-equals	4	2		4								\$ 1,050.00
12.6 Prepare addenda	19	2		4	4	8	1					\$ 2,460.00
TOTAL (HOURS)	594	90	73	27	111	243	16	5	19	13	3	\$ 81,663.00

Construction Materials Testing and Inspection Wood – Phoenix 2022 Fee Schedule



Engineering Services

A.	Staff Engineer.....	\$	90.00/hour
B.	Project Manager		175.00/hour
C.	Senior Engineer, P.E.		175.00/hour
D.	Senior Bituminous Materials Professional		200.00/hour
E.	Principal Bituminous Materials Professional		200.00/hour
F.	Principal Engineer, P.E.		200.00/hour
G.	Chief Engineer, P.E.....		250.00/hour
H.	Transportation		0.95/mile

Engineering Technician Services (Portal to Portal)

A.	Engineering Technician		75.00/hour
B.	Senior Technician/Special Inspector		90.00/hour
C.	Profiling Technician.....		95.00/hour
D.	Transportation		0.95/mile
E.	Trip Charge (Maricopa County)		95.00/trip
F.	Vehicle Charge.....		50.00/day
G.	Overtime, Time over 40 hours per week (Sunday through Friday), and Holidays; 1.5 times applicable unit rate		

Equipment Usage

A.	Asphaltic Concrete Core Drill equipment		150.00/day
B.	Rental of Other Equipment, Direct Cost x 1.25		
C.	Profilograph and Pavement Smoothness Evaluation		Quote

Senior Technician: Minimum of 3 years combined experience performing soils, asphalt, and concrete testing. Minimum certifications include ACI Concrete Field Testing Technician Grade I and Radiation Safety Certification. Additional certifications may include NICET Level II, ATI Field, American Society of Nondestructive Testing (ASNT) Level II, or International Conference of Building Officials (ICBO) or equivalent.

NOTES:

1. Minimum 2-hour charge for part-time engineering technician/or Special Inspector
2. Other direct Cost - Reimbursement + 15% markup.
3. If paying by credit card, add 3% processing fee.

Construction Materials Testing and Inspection

Wood – Phoenix 2022 Fee Schedule

Aggregate Testing

A.	Aggregate Durability Index (ASTM D3744, AASHTO T210).....	\$ 210.00/each
B.	Artificial Crushing	200.00/each
C.	Moisture-Density Relationship (Bulking Effect)(AASHTO T-19 as applicable)	95.00/each
D.	Calcium Carbonate Percent by Weight in Aggregates.....	Quote
E.	California Bearing Ratio (CBR) with Modified Proctor (ASTM D1883, AASHTO T193)	550.00/each
F.	California Bearing Ratio (CBR) with Standard Proctor (ASTM D1883, AASHTO T193)	500.00/each
G.	Clay Lumps and Friable Particles (ASTM C142, AASHTO T112).....	125.00/each
H.	Cleanliness Value (CTM 227)	200.00/each
I.	Crushing Coarse Aggregate for Potential Alkali Reactivity	250.00/each
J.	Flakiness Index of Aggregate (ARIZ 233).....	110.00/each
K.	Flat and Elongated Particles (ASTM D4791)	175.00/each
L.	Fractured Faces (ARIZ 212, FLH507)	95.00/each
M.	Lightweight Pieces, Coal and Lignite (ASTM C123).....	250.00/each
N.	L.A. Abrasion of Coarse Aggregate (ASTM C535)	250.00/each
O.	L.A. Abrasion of Coarse Aggregate (ASTM C131) (AASHTO T96)	200.00/each
P.	Max. Dry Unit Weight and Water Content Range Using Vibrating Hammer (ASTM D7382)	350.00 each
Q.	Max. Index Density and Unit Weight of Soils Using a Vibratory Table (ASTM D4253)	250.00 each
R.	Min. Index Density and Unit Weight of Soils and Calculation of Relative Density (ASTM D4254)..	250.00 each
S.	Organic Content (ASTM D2975, AASHTO T267).....	125.00/each
T.	Organic Impurities in Fine Aggregate (ASTM C40, AASHTO T21)	145.00/each
U.	Percent Carbonates in Aggregate (ARIZ 238)	110.00/each
V.	Potential Alkali Reactivity of Aggregate..... ASTM C1260/C1567 Quote450.00/each	
W.	Sand Equivalent (ASTM D2419, AASHTO T176).....	90.00/each
X.	Sand Equivalent, ADOT Wash Method (ARIZ 242).....	125.00/each
Y.	Sieve Analysis, Coarse (Dry Sieve) (ASTM C136, AASHTO T27, ARIZ 201).....	550.00/each
Z.	Sieve Analysis, Coarse and Fine, Washed (ASTM C136, AASHTO T27, ARIZ 201).....	795.00/each
AA.	Sieve Analysis, Fine, Washed (ASTM C136, AASHTO T27, ARIZ 201).....	795.00/each
BB.	Soundness of Aggregate by Use of Sodium (Magnesium) Sulfate (ASTM C88, AASHTO T104)	250.00/each
CC.	Specific Gravity and Absorption of Coarse Aggregate (ASTM C127, AASHTO T85, ARIZ 210)	85.00/each
DD.	Specific Gravity and Absorption of Fine Aggregate (ASTM C128, AASHTO T84, ARIZ 211)	100.00/each
EE.	Uncompacted Void Content (ARIZ 247, & FHWA & AASHTO)	125.00/each
FF.	Unit Weight and Voids in Aggregate (ASTM C29, AASHTO T19).....	75.00/each
GG.	Unit Weight, Moisture Density Relationship (Bulking Effect) (ASTM C29, AASHTO T19)	175.00/each
HH.	Methylene Blue Value of Mineral Aggregate	285.00/each
II.	Vaughan and Soares Testing	350.00/each

Soils Testing

A.	Collapse Potential of Soils (ASTM D5333).....	\$ 200.00/each
B.	Consolidation (ASTM D2435, AASHTO T216).....	285.00/each
C.	Direct Shear (ASTM D3080).....	350.00/each
D.	Direct Shear Remolded (ASTM D3080).....	375.00/each
E.	Hydrometer Analysis (ASTM D422, AASHTO T88) (includes Sieve Analysis C136).....	280.00/each
F.	Natural Soil Moisture Content (ASTM D2216, AASHTO T265)	19.00/each
G.	One-Dimensional Expansion (Swell) (ASTM D4546) Undisturbed.....	160.00/each
H.	pH and Minimum Resistivity of Soils and Aggregates (ARIZ 236)	160.00/each
I.	pH of Soils and Aggregates (AZ 236)	42.00/each
J.	Minimum Resistivity of Soils and Aggregates (AZ 236)	130.00/each
K.	Plasticity Index (Dry Prep) (ASTM D4318, AASHTO T89/90).....	85.00/each
L.	Plasticity Index (Wet Prep) (ASTM D4318, AASHTO T89/90/T146).....	120.00/each
M.	Proctor-Modified (ASTM D1557, AASHTO T180)	155.00/each
N.	Proctor-Standard (ASTM D698, AASHTO T99, ARIZ 225/226)	135.00/each
O.	R-Value (ASTM D2844, AASHTO T190, CAL 301).....	300.00/each
P.	Sieve Analysis, Coarse (Dry Sieve) (ASTM C136, AASHTO T27, ARIZ 201).....	60.00/each
Q.	Sieve Analysis, Coarse and Fine, Washed (ASTM C136, AASHTO T27, ARIZ 201).....	95.00/each
R.	Sieve Analysis, Fine, Washed (ASTM C136, AASHTO T27, ARIZ 201).....	70.00/each
S.	Soil Specific Gravity (ASTM D854, AASHTO T100).....	170.00/each
T.	Soil Unit Weight (Undisturbed Sample) with Moisture Content	30.00/each

*Testing for modifications to above specification, call for quote.

Construction Materials Testing and Inspection Wood – Phoenix 2022 Fee Schedule

U.	Sulfate and Chloride Content (ARIZ 733, ARIZ 736).....	70.00/each
Soils Testing Continued		
V.	Lime Stabilization Mix Design.....	Quote
W.	Unconfined Compressive Strength, (AASHTO T208)(Set of 3).....	150.00/set
X.	Crumb Test Method (USBR 5400-89).....	35.00/each
Y.	Density of Undisturbed: Ring Samples	30.00/each
Z.	Density of Undisturbed: With Porosity Calculation.....	32.00/each
AA.	Moisture Density Relations Test: Single Point (Any Point).....	90.00/each
BB.	Permeability (Flex Wall) – Cohesive (ASTM D5084): In Situ	360.00/each
CC.	Permeability (Flex Wall) – Cohesive (ASTM D5084): Remolded	400.00/each
DD.	Permeability (Granular Soil).....	357.00/each
EE.	Pinhole Dispersion Test (ASTM D4647)	256.00/each
FF.	Relative Density (ASTM D4253 & ASTM D4254).....	500.00/each
GG.	Sample Preparations.....	70.00/hour
HH.	ASTM C33 Package	Quote
II.	Triaxial – Unconsolidated Undrained (ASTM D2850)	370.00/each
JJ.	Triaxial - Consolidated Undrained (ASTM D4767).....	1700.00/each
KK.	Resilient Modulus of Subgrade.....	1750.00/each
LL.	Resilient Modulus of Subbase.....	1750.00/each

Rock Core Testing

A.	Unconfined Compressive Strength, Rock Core (ASTM D2166)	\$ 55.00/each
B.	Point Load Index (ISFRM)	60.00/each

CONCRETE / SOIL CEMENT

Portland Cement Concrete / Soil Cement

C.	Compressive Strength - Concrete Cores (ASTM C42, AASHTO T24).....	\$ 35.00/each
D.	Compressive Strength - Concrete Cylinders (ASTM C39, AASHTO T22)	20.00/each
E.	Compressive Strength - Concrete Masonry Units (ASTM C140).....	70.00/each
F.	Compressive Strength - Grout Prisms (UBC 21-17).....	20.00/each
G.	Compressive Strength - Masonry Prisms (ASTM E447, UBC 24-26) (2 High Blocks).....	150.00/each
H.	Compressive Strength - Mortar Cylinders (ASTM C109, AASHTO T106).....	20.00/each
I.	Compressive Strength - Soil Cement (ADOT)	22.00/each
J.	Flexural Strength of Concrete (ASTM C293).....	60.00/each
K.	Flexural Strength of Concrete with Mold Cleanup (ASTM C293)	75.00/each
L.	Grout or Mortar Mix Design.....	Quote
M.	Length Change (Shrinkage) of Hardened Concrete (ASTM C157) (Set of 3).....	550.00/set
N.	Portland Cement Concrete Mix Design.....	Quote
O.	Shotcrete Panel Fabrication & Coring, 3 Cores (ASTM C1140)	195.00/each
P.	Shotcrete Panel Core Testing (ASTM C42).....	42.00/each
Q.	Soil Cement Design	Quote
R.	Time of Setting of Concrete Mixtures (ASTM C403)	125.00/each

ASPHALTIC CONCRETE / SLURRY / MICROSURFACING

A.	Asbion Recovery, Asphalt Content (ASTM D1856 & D2172, AASHTO T170 & T164).....	\$ 450.00/each
B.	Analysis of Cut Cores	Quote
C.	Asphalt Drain Down Test	325.00/each
D.	Bulk Specific Gravity of Bituminous Mixtures, SSD (ASTM D2726, AASHTO T166).....	35.00/each
E.	Bulk Specific Gravity Using Paraffin/Parafilm-Coated Specimens (ASTM D1188, AASHTO T275)	65.00/each
F.	Centrifuge Extraction of Bituminous Mixture (ASTM D2172, AASHTO T164).....	200.00/each
G.	Centrifuge Extraction and Gradation of Bituminous Materials (ASTM D2172, AASHTO T164).....	255.00/each
H.	Coating and Stripping of Bituminous Mixtures (ASTM D1664, AASHTO T182, CTM 302).....	120.00/each
I.	Effect of Water on Cohesion of Bituminous Mixtures, IMC (ASTM D1075, AASHTO T165, ARIZ 802)	550.00/each
J.	Extraction/Recovery, Absolute Viscosity, Penetration	595.00/each

*Testing for modifications to above specification, call for quote.

Construction Materials Testing and Inspection

Wood – Phoenix 2022 Fee Schedule

K.	Gyratory Compaction (AASHTO T312) (Set of 2)	160.00/each
<u>Asphalt Concrete Continued</u>		
L.	Hveem (Stabilometer) (Bulk Density) (Set of 3) (ASTM D1559, D1560)	150.00/each
M.	Ignition Oven Calibration (ARIZ 427)	700.00/each
N.	Ignition-Gradation (ASTM, AASHTO, ADOT)	160.00/each
O.	Loaded Wheel	250.00/each
P.	Marshall Test - Stability, Flow, Bulk Density (Set of 3) (ASTM D1559, AASHTO T245) (Field Sample) ..	135.00/each
Q.	Dynamic Modulus of HMA	1800.00/each
R.	Nuclear Asphalt Content Gauge Calibration	700.00/each
S.	Preparation of Slurry Seal Specimens	75.00/each
T.	Preparing Nuclear Knowns	700.00/each
U.	Reflux Extraction and Gradation of Bituminous Materials (ASTM D2172, AASHTO T164)	295.00/each
V.	Rotovapor Recovery of Asphalt, Asphalt Content (ASTM D5404 & D2172)	450.00/each
W.	Shultz Breuer Ruck (Additional points \$700 each) (ISSA TB144)	1500.00/each
X.	Tensile Strength Ratio, (ASTM D4867, AASHTO T283)	550.00/each
Y.	Theoretical Maximum Specific Gravity, Rice Test (ASTM D2041, AASHTO T209, ARIZ 417) (Field Sample) ..	135.00/each
Z.	Thickness Determination on AC Cores	15.00/each
AA.	Volatile Distillates in Bituminous Paving Mixtures (ASTM D1461, AASHTO T110)	475.00/each
BB.	Wet Track Abrasion Test, 1 hour	275.00/each
CC.	Wet Track Abrasion Test, 6 day	350.00/each
DD.	Moisture Content of Hot Mix by Oven Method (T329, ARIZ 406)	50.00/each

ASPHALT CONCRETE MIX DESIGNS / SLURRY AND MICROSURFACING JOB MIX FORMULAS

A.	Asphalt Rubber - ARAC Mix Design	Quote
B.	Asphalt Rubber – AR-ACFC Mix Design	Quote
C.	Asphaltic Concrete Mix Design - Cold Mix Recycled, Marshall Method	Quote
D.	Asphaltic Concrete Mix Design - Marshall Method, 4 Inch	Quote
E.	Hveem Design	Quote
F.	Superpave Asphalt Mix Designs	Quote
G.	Trial Mix Design	Quote
H.	Slurry Seal Job Mix Formula (MAG715, ISSA, MCDOT)	1600.00/each
	(Cohesion, Consistency, split consistency, mix test, setting, water resistance, wet stripping, loaded wheel test, does not include Aggregate testing)	
I.	Micro Surfacing Job Mix Formula (MAG, ISSA, Various agencies)	1750.00/each
	(Cohesion, Consistency, split consistency, mix test, setting, water resistance, wet stripping, WTAT 1 hour, , loaded wheel test, lateral displacement, specific gravity, does not include Aggregate testing)	
J.	Micro Surfacing Job Mix Formula (ADOT or other that requires SBR test) (\$1750 plus \$1500 SBR) ..	3250.00/each
	(Cohesion, Consistency, split consistency, mix test, setting, water resistance, wet stripping, WTAT 1 hour/6 days, loaded wheel test, does not include Aggregate testing)	

ASPHALT BINDER

Superpave PG Binder Testing

A.	Bending Beam Rheometer (AASHTO T313)	\$ 225.00/each
B.	Bending Beam Rheometer with RTFO/PAV Aging	475.00/each
C.	Bending Beam with Physical Hardening (AASHTO T313)	425.00/each
D.	Brookfield Viscosity (ASTM D4402, AASHTO T316)	95.00/each
E.	Brookfield Viscosity, Temp Sweep 3 points (ASTM D4402, AASHTO T316)	225.00/each
F.	Brookfield Viscosity, Temp Sweep 4 points (ASTM D4402, AASHTO T316)	275.00/each
G.	Direct Tension (AASHTO T314)	250.00/each
H.	Direct Tension with RTFO/PAV Aging	495.00/each
I.	Dynamic Shear Rheometer (AASHTO T315)	175.00/each
J.	Dynamic Shear Rheometer, Linearity Test	225.00/each
K.	Dynamic Shear Rheometer, Temp. Sweep	225.00/each
L.	PG Classification (AASHTO R29)	1,050.00/each
M.	PG Verification with Critical Cracking Temperature (AASHTO M320 Table2)	1,525.00/each
N.	PG Classification with Direct Tension (AASHTO R29/T314)	1,175.00/each
O.	PG Grade Blend Development	Quote
P.	PG Verification (AASHTO M320)	850.00/each
Q.	PG Verification with Direct Tension (AASHTO M320/T314)	1,050.00/each
R.	PG Verification, (Caltrans Section 92)	1,095.00/each

*Testing for modifications to above specification, call for quote.

Construction Materials Testing and Inspection

Wood – Phoenix 2022 Fee Schedule

S.	PG Verification, (Caltrans Section 92 w/o Solubility).....	975.00/each
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Superpave PG Binder Testing Continued

T.	Pressure Aging Vessel (AASHTO R28)	175.00/each
U.	Rolling Thin Film Oven (ASTM D2872, AASHTO T240)	135.00/each
V.	Rolling Thin Film Oven with Mass Loss (ASTM D2872, AASHTO T240).....	145.00/each
W.	Multiple Stress Creep Recovery TP-70	375.00/each
X.	Temperature Viscosity Curve, Brookfield, specific gravity, DSR	450.00/each

Asphalt Cement Testing

A.	Absolute Viscosity (140°F; 60°C) (ASTM D2171, AASHTO T202)	\$ 95.00/each
B.	AR Grade Asphalt Verification (AASHTO M226)	795.00/each
C.	AR Grade Asphalt Verification, Partial Series	Quote
D.	Ash in Bituminous Materials (ASTM D2939, AASHTO T111).....	175.00/each
E.	Asphalt Grade Blend Development.....	Quote
F.	Brookfield Viscosity, Asphalt (ASTM D2994, ASTM D4878-A or ASTM D5018).....	125.00/each
G.	Brookfield Viscosity, Asphalt (ASTM D4402, AASHTO T316)	95.00/each
H.	Chemical Analysis of Asphalt, Complete Series, Modified Rostler/Sternberg.....	950.00/each
I.	Crack Sealant Evaluation.....	Quote
J.	Crack Sealant Verification.....	Quote
K.	Crack Sealant, Bond Test.....	400/each
L.	Crack Sealant, Flexibility.....	295.00
M.	Crack Sealant, Flow	150.00
N.	Crack Sealant, Tensile Adhesion	350.00
O.	Ductility of Bituminous Materials (ASTM D113, AASHTO T51).....	125.00/each
P.	Elastic Recovery (ASTM D6084, AASHTO T301)	150.00/each
Q.	Flash and Fire Point, Cleveland Open Cup (ASTM D92, AASHTO T48).....	95.00/each
R.	Flash and Fire Point, Cleveland Open Cup, co-polymer products (ASTM D92, AASHTO T48)	150.00/each
S.	Flash and Fire Point, Tag Open Cup (ASTM D3143, AASHTO T79).....	95.00/each
T.	Haake Viscosity, Asphalt.....	85.00/each
U.	Heptane/Xylene Equivalent (AASHTO T102)	250.00/each
V.	Kinematic Viscosity (275°F; 135°C or 140°F; 60°C) (ASTM D2170, AASHTO T201)	135.00/each
W.	n-Heptane Insolubles (ASTM D3279)	250.00/each
X.	n-Pentane Insolubles	225.00/each
Y.	Penetration (@ Temperatures other than 77°F; 25°C) (ASTM D5, AASHTO T49).....	95.00/each
Z.	Penetration (77°F; 25°C) (ASTM D5, AASHTO T49)	95.00/each
AA.	Penetration Grade Asphalt Verification (AASHTO M20)	595.00/each
AA.	Penetration Grade Asphalt Verification, Partial Series	Quote
BB.	Percent of Ash Content (ASTM D5040).....	200.00/each
CC.	Rolling Thin Film Oven Test (ASTM D2872, AASHTO T240)	135.00/each
DD.	Rolling Thin Film Oven with Mass Loss	145.00/each
EE.	Separation of Asphalt Cement (FHWA Method, TX 540C)	175.00/each
FF.	Smoke Point (ADEQ Procedure).....	\$ 175.00/each
GG.	Softening Point of Asphalt, Ring and Ball (ASTM D36, AASHTO T53)	95.00/each
HH.	Solubility of Bituminous Materials (ASTM D2042, AASHTO T44)	120.00/each
II.	Solubility of Bituminous Materials, Centrifuge (ASTM D5546)	295.00/each
JJ.	Solubility of Bituminous Materials, Modified	165.00/each
KK.	Specific Gravity of Bituminous Materials (ASTM D70, AASHTO T228)	95.00/each
LL.	Specific Gravity (ASTM D1298).....	185.00/each
MM.	Spot Test (AASHTO T102).....	175.00/each
NN.	Thin Film Oven Aging.....	185.00/each
OO.	Torsional Recovery (CTM 332)	250.00/each
PP.	Toughness and Tenacity (ASTM D5801, NEV 745).....	275.00/each
QQ.	Vialit test for chip retention, Single temperature (Modified EN 12272-3)	400.00/each
RR.	Vialit test for chip retention, Three temperatures (Modified EN 12272-3)	500.00/each
SS.	Viscosity Grade Asphalt Verification (AASHTO M226)	795.00/each
TT.	Viscosity Grade Asphalt Verification, Partial Series	Quote
UU.	Water in Petroleum Products (ASTM D95, AASHTO T55).....	250.00/each

Asphalt Rubber Binder Tests

A.	Asphalt Compatibility Test, Crack Sealant	\$ 150.00/each
B.	Asphalt Rubber Binder Design Profile (AZ Profile).....	1500.00/each

*Testing for modifications to above specification, call for quote.

Construction Materials Testing and Inspection

Wood – Phoenix 2022 Fee Schedule

C.	Asphalt Rubber Binder Design Profile (CA Profile).....	1700.00/each
<u>Asphalt Rubber Binder Tests Continued</u>		
D.	Asphalt Rubber Binder Evaluation.....	Quote
E.	Asphalt Rubber Binder Verification.....	Quote
F.	Asphalt Rubber Binder Verification, Partial Series	Quote
G.	Asphalt Rubber Blend Submittal Sample.....	300.00/each
H.	Bitumen Content, Carbon Disulfide (ASTM D4).....	250.00/each
I.	Bitumen Content, TCE (ASTM D4 modified).....	165.00/each
J.	Brookfield Viscosity, Asphalt (ASTM D2994 or ASTM D5018).....	125.00/each
K.	Brookfield Viscosity, Crack Sealant, (ASTM D2196).....	150.00/each
L.	Bulk Density of Crumb Rubber.....	150.00/each
M.	Crack Sealant Preparation (ASTM D5167 Jacketed Melter).....	175.00/each
N.	Cone Penetration (ASTM D5329).....	95.00/each
O.	Crumb Rubber Chemical Composition	1250.00/each
P.	Fiber Content of Crumb Rubber	60.00/each
Q.	Rotational Viscosity.....	95.00/each
R.	Metal Content of Crumb Rubber	60.00/each
S.	Mineral Content of Crumb Rubber.....	75.00/each
T.	Physical Examination and Gradation of Crumb Rubber.....	Quote
U.	Resilience (ASTM D5329)	95.00/each
V.	Rubber Gradations (ASTM C136)	85.00/each
W.	Specific Gravity of Crumb Rubber (ASTM D1817, CT 208)	185.00/each
X.	Thermogravimetric Analysis	Quote

EMULSIFIED/CUTBACK

Emulsified/Cutback Asphalt Tests

A.	Cement Mixing Test	\$ 125.00/each
B.	Classification Test, Uncoated Particles	150.00/each
C.	Coating (SE214) T-59.....	65.00/each
D.	Cutback Asphalt Blend Development	Quote
E.	Cutback Asphalt Verification, without Water Content (AASHTO M 81/82).....	795.00/each
F.	Demulsibility (ASTM D244, AASHTO T59)	110.00/each
G.	Direct Flame Test (ASTM D2939)	175.00/each
H.	Distillate Fraction on Cutback (ASTM D402, AASHTO T78).....	275.00/each
I.	Drying Time (ASTM D2939)	250.00/each
J.	Emulsified Rejuvenating Agent, Complete Series (Modified Rostler/Sternberg) (ASTM D2006)	Quote
K.	Emulsified Rejuvenating Agent, Complete Series	Quote
L.	Emulsion Verification, RS-1, RS-2, SS-1, SS-1h (ASTM D977, AASHTO M140).....	950.00/each
M.	Emulsion Verification, HFRS-2 (ASTM D977, AASHTO M140).....	1075.00/each
N.	Emulsion Verification, QS-1H (ASTM D977, AASHTO M140).....	695.00/each
O.	Emulsion Verification, CRS-1, CRS-2, CSS-1, CSS-1h (ASTM D2397, AASHTO M208).....	975.00/each
P.	Emulsion Verification, CQS-1h (ASTM D2397, AASHTO M208)	795.00/each
Q.	Emulsion Verification, CQS-1h (MAG 713)	950.00/each
R.	Emulsion Verification, Partial Series	Quote
S.	Flexibility (ASTM D2939)	295.00/each
T.	Float Test (ASTM D139).....	125.00/each
U.	Freezing T-59.....	150.00/each
V.	High Float Emulsion Verification (ASTM D977, AASHTO M140).....	1050.00/each
W.	Identification test for Cationic Slow Set (AASHTO T59, Section 27)	275.00/each
X.	Low Temperature Distillation.....	250.00/each
Y.	Low Temperature Vacuum Distillation (ASTM D244, AASHTO T59)	295.00/each
Z.	Miscibility (ASTM D244, AASHTO T59)	85.00/each
AA.	Particle Charge (ASTM D244, AASHTO T59).....	85.00/each
BB.	pH Determination.....	85.00/each
CC.	Residue and Oil Distillate by Distillation (ASTM D244, AASHTO T59).....	185.00/each
DD.	Residue by Evaporation (ASTM D244, AASHTO T59, ARIZ 512, CTM 331, D2834).....	95.00/each
EE.	Residue by Evaporation (ASTM D2393, CT331 to obtain residue)	150.00/each
FF.	Residue by Evaporation, Low Temperature (ASTM D7497)	250.00/each
GG.	Resistance to Freezing (ASTM D2939)	150.00/each
HH.	Resistance to Water (ASTM D2939)	250.00/each
II.	Resistance to Heat (ASTM D2939)	250.00/each

*Testing for modifications to above specification, call for quote.

Construction Materials Testing and Inspection

Wood – Phoenix 2022 Fee Schedule

JJ.	Resistance to Kerosene (ASTM D 2939)	450.00/each
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Emulsified/Cutback Asphalt Tests Continued

KK.	Saybolt Furol Viscosity (ASTM D88, AASHTO T72)	135.00/each
LL.	Settlement, 5-Day (ASTM D244, AASHTO T59)	195.00/each
MM.	Sieve Test (ASTM D244, AASHTO T59).....	95.00/each
NN.	Storage Stability, 1-Day (ASTM D244, AASHTO T59)	150.00/each
OO.	Uniformity, (ASTM D2939)	150.00/each
PP.	Vacuum Distillation of Modified Emulsion (ARIZ 504).....	250.00/each
QQ.	Volatile Content of Coatings (ASTM D2369)	250.00/each
RR.	Weight Per Gallon (ASTM D244, ASTM D2939, AASHTO T59).....	150.00/each
SS.	Weight Per Gallon, Density of Liquid Coatings (ASTM D1475)	225.00/each
TT.	Wet Film Continuity (ASTM D2939)	95.00/each
UU.	Wet Flow (ASTM D2939)	125.00/each

Asphalt Binder Grade Verification

A.	AR Graded Asphalt (ASTM D3381, AASHTO M226)	\$ 795.00/each
B.	PBA Asphalt	Quote
C.	Penetration Graded Asphalt (ASTM D946, AASHTO M20).....	595.00/each
D.	PG Classification (AASHTO R29).....	1050.00/each
E.	PG Classification with Direct Tension (AASHTO R29/T316)	1,175.00/each
F.	PG Verification (AASHTO M320)	850.00/each
G.	PG Verification with Direct Tension (AASHTO M320/T316)	1050.00/each
H.	Viscosity Graded Asphalt (ASTM D3381, AASHTO M226).....	795.00/each
I.	Identification of Rapid Setting Cationic Emulsion T-59	195.00/each
J.	Identification of Cationic Slow Setting Emulsion T-59	135.00/each
K.	Emulsified Asphalt/Job Aggregate Coating Test T-59	125.00/each
L.	Water Content T-59	375.00/each

*Testing for modifications to above specification, call for quote.

Proposal

Wildcat Drilling, Inc.

4020 E. Madison Street
Phoenix, Az. 85034

Phone No.	(602) 677-3031
Alt. Phone No.	(602) 689-0228
wildcatdrillinginc@outlook.com	

Date	Proposal #
8/1/2022	943

Name / Address
Wood Enviromental & Infrastructure, Inc. 4600 E. Washington Street Suite 600 Phoenix, Az. 85034-1917

[illegible]



August 3, 2022

Mr. Rod Penniman, PE
Senior Project Manager
Wood PLC
4600 East Washington Street, Suite 600
Phoenix, AZ 85034

Re: Wall Street Pedestrian Improvements – Final Design

Dear Mr. Penniman,

J2 Engineering & Environmental Design (J2) is very pleased to provide Wood PLC (Wood) this proposal for professional landscape architectural final design services for the development of the Wall Street Pedestrian Improvements in Downtown Chandler. The scope of services and fees for this Project are based upon our understanding of the project from our conversations with you and with City of Chandler staff during our scope meeting. The improvement zone is approximately 580 feet in length, from Chicago Street on the north to Frye Road on the south. J2 will serve as a subconsultant to Wood for the project. Lisa Ranzenberger, monument design, will be a subconsultant to J2.

J2 Services for Landscape, Hardscape, and Irrigation Design:	\$32,385.75
Lisa Ranzenberger Services for Monument Design:	\$6,935.00

Total J2 Team project costs:	\$39,320.75
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Please see the attached fee sheet and scope of work. We thank you for the opportunity to be of service to Wood and the City of Chandler for this exciting downtown project. We are prepared to begin work immediately. Please do not hesitate to call with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeff Velasquez'.

Jeff Velasquez, RLA, ASLA
Vice President, Principal Landscape Architect
J2 Engineering & Environmental Design, LLC

J2 Scope of Design Services

The J2 Design team will attend meetings and assist in preparation of final design landscape, hardscape, and irrigation plans and specifications/estimate as defined by this Scope of Services. The Project's future construction cost and budget is currently undefined.

Proposed / potential facilities and services included in this Team scope of services, relative to J2's scope, are:

- Site amenities such as litter receptacles, benches, and bike racks; hardscape materials such as pavers, stamped concrete, painted icons, and seat walls; landscape elements such as green walls/screens, planters, and plant materials; and drip irrigation.
- 3D illustrative renderings (up to 2 images) of the final proposed alley condition.
- 30%, 60%, 90%, and final plans will be provided for construction.

Cost Estimate (J2):

- J2 Team will develop an opinion of probable construction costs for the J2 design elements.

Deliverables:

- J2 Team will provide an electronic pdf file of all deliverables to Wood including cad, excel, and original document files as requested.

Meetings

J2 will attend meetings as shown in this scope of work per the task hours shown.

Prepare Conceptual Renderings

This task will entail production of up to two (2) 3D illustrative renderings of the final proposed concept during the 30% Schematic Design Stage. AutoCAD/Sketch-up/Lumion production format will be utilized to general a high-quality product. Wood will supply AutoCAD base file for J2 use and editing. Electronic deliverable in jpeg or tif format will be submitted to Wood. J2 will print the renderings in-house for meetings as required.

Final Design

Final Design Plans and Specifications shall be provided as noted herein.

Cost Estimate

Opinion of Probable Construction Cost for J2 items shall be included for each submittal.

General Understanding

Wood shall designate a person for the project to act as the Client's representative with respect to the services to be performed or furnished by the Design Team under this agreement. Such person,



department, or committee shall have authority to transmit instructions, receive information, interpret, and define the Client's policies and decisions with respect to the Design Team's services for the Project. Wood shall also provide key team personnel to be available in coordination meetings including operations and plan review representatives.

Wood shall make available to the Design Team existing available data and records relevant to the site that Wood has available.

Wood shall approve in a timely manner all criteria and information as to Client's requirements for the Project including planning objectives and constraints, performance requirements, any budgetary limitations, and the submittal by the Design Team at the various phases of the projects.

Wood shall give prompt notice to Design Team whenever Client observes or otherwise becomes aware of any development that affects the scope of services or the time schedule of the Design Team in the performance or furnishing of the required services for the project, or any defect or non-conformance in the Design Team's services or in the work of any sub-contractor or sub-consultant.

Wood and City of Chandler warrant and represent that members of J2 have the right to enter upon the real property involved herein, and extends this right to J2. J2 agrees to exercise due care in the performance of all services pursuant hereto and acknowledges that it is at our own risk.

J2 will be providing no environmental or cultural investigations on this site/project, has no knowledge of any adverse environmental or cultural conditions on the site/project, and is not responsible for and has no liability for any such environmental or cultural condition should one be found. It is the responsibility of Wood / City of Chandler to investigate and make these environmental or cultural determinations based on the best knowledge and information available at the time of this project. Clearance to begin work shall be given prior to directing or ordering the preparation of any documents.

All documents will be developed to the City of Chandler and MAG design standards and specifications.

Design Assumptions and Exclusions:

1. J2 is not providing or producing any environmental or biological investigations or clearances.
2. J2 is not responsible for any Erosion Control or SWPPP related efforts and has not included those services in this Scope of Work.
3. Reproduction of all document sets for this Project shall be completed by Wood; This has not been included in this scope or attached fee proposal unless stated herein.
4. J2 is not providing utility coordination or utility design with this scope of services. J2 will coordinate any water meter needs for drip irrigation with Wood.

5. Post design services and construction administration services are not included in this scope of work. If desired by the City, this may be provided per a separate contract or contract modification.

We would expect to start our services immediately after receipt of the Notice to Proceed. This exhibit represents the entire understanding of the Scope of Services as set out herein and may only be modified in writing signed by both parties.

* * *

EXHIBIT "B-1"
J2 Design - Lump Sum Cost Per Task

<u>TASK DESCRIPTION</u>		<u>SUBTOTAL</u>
Task 3.0 Program / Meetings		\$ 2,395.35
3.1	Meet with City Staff to Define Project Requirements	\$ 608.02
3.2	Attend up to one (1) Public Information Meeting	\$ 981.12
3.3	Attend up to two (2) Additional Project Meetings	\$ 621.93
3.4	Define Project Program	\$ 184.28
Task 4.0 Schematic Design (30%)		\$ 8,576.48
4.1	Prepare Conceptual Renderings (2)	\$ 2,482.73
4.2	Prepare CAD Base Plans	\$ 2,121.46
4.3	Prepare 30% SD & ROM Cost Estimate	\$ 3,479.77
4.4	CofC Review/Meeting/Site Visit	\$ 492.52
Task 5.0 Design Development (60%)		\$ 8,769.38
5.1	Prepare 60% CAD Base Plans	\$ 3,079.30
5.2	Coordinate Preliminary MP&E Engineering	\$ 322.14
5.3	Prepare 60% Plans & Outline Specs	\$ 3,258.91
5.4	Coordinate 60% Cost Estimate	\$ 1,616.51
5.5	60% CofC Review/Meeting/Site Visit	\$ 492.52
Task 6.0 Construction Documents (90% & 100%)		\$ 11,277.53
6.1	Prepare 90% CAD Base Drwgs	\$ 2,121.46
6.2	Coordinate MP&E Engineering	\$ 246.26
6.3	Prepare 90% Plans & Draft Tech Specs	\$ 3,627.47
6.4	Coordinate 90% Cost Estimate	\$ 520.32
6.5	90% CofC Review/Meeting/Site Visit	\$ 492.52
6.6	Coordinate 100% MP&E Engineering	\$ 246.26
6.7	Prepare 100% Plans & Final Tech Specs	\$ 3,479.77
6.8	100% Deliverables, Plan Review & Permit	\$ 239.46
6.9	100% Engineer's Cost Estimate	\$ 304.01
Task 7.0 Contractor Coordination / Bidding		\$ 1,367.01
7.1	Coordinate & Issue Bid Documents	\$ 556.58
7.2	RFIs / Substitution Requests	\$ 608.02
7.3	Issue Addenda as required	\$ 202.41
SUBCONSULTANTS		\$ 6,935.00
	Lisa Ranzenberger (Monument Design)	\$ 6,935.00
TOTAL J2 TEAM COST:		\$ 39,320.75

EXHIBIT "B-2"
J2 Design - Hours and Rates

	Principal QA-QC \$ 207.31	Sr. Lands. Architect \$ 184.28	Lands. Architect \$ 126.53	Senior Designer \$ 119.73	Designer \$ 75.88	Admin \$ 73.85	PROJECT ROLE HOURLY RATES
TASK DESCRIPTION							TOTAL HOURS PER TASK
Task 3.0 Program / Meetings	6	3	0	5	0	0	14
3.1 Meet with City Staff to Define Project Requirements		2		2			
3.2 Attend up to one (1) Public Information Meeting	3			3			
3.3 Attend up to one (1) Additional Project Meeting	3						
3.4 Define Project Program		1					
Task 4.0 Schematic Design (30%)	1	3	7	30	44	0	85
4.1 Prepare Conceptual Renderings (2)		1	1	8	16		
4.2 Prepare CAD Base Plans			2	8	12		
4.3 Prepare 30% SD & ROM Cost Estimate	1	2	2	12	16		
4.4 CofC Review/Meeting/Site Visit			2	2			
Task 5.0 Design Development (60%)	2	6	7	31	33	2	81
5.1 Prepare 60% CAD Base Plans			2	16	12		
5.2 Coordinate Preliminary MP&E Engineering			1	1	1		
5.3 Prepare 60% Plans & Outline Specs	1		2	12	16	2	
5.4 Coordinate 60% Cost Estimate	1	6			4		
5.5 60% CofC Review/Meeting/Site Visit			2	2			
Task 6.0 Construction Documents (90% & 100%)	2	7	10	39	46	2	106
6.1 Prepare 90% CAD Base Drwgs			2	8	12		
6.2 Coordinate MP&E Engineering			1	1			
6.3 Prepare 90% Plans & Draft Tech Specs	1	2	2	12	16	2	
6.4 Cordinate 90% Cost Estimate		2			2		
6.5 90% CofC Review/Meeting/Site Visit			2	2			
6.6 Coordinate 100% MP&E Engineering			1	1			
6.7 Prepare 100% Plans & Final Tech Specs	1	2	2	12	16		
6.8 100% Deliverables, Plan Review & Permit				2			
6.9 100% Engineer's Cost Estimate		1		1			
Task 7.0 Contractor Coordination / Bidding	0	2	3	2	5	0	12
7.1 Coordinate & Issue Bid Documents			2		4		
7.2 RFIs / Substitution Requests		2		2			
7.3 Issue Addenda as required			1		1		

Total Hours: 298



August 3, 2022

For:

J2 Engineering and Environmental Design - Jeff Velasquez



Project:

Wall Street Alley

Gateway Identity Monumentation

Design Development - 30%

Utilizing the 2 concepts from the initial Wall Street Improvements phase and working with the design team, make any needed adjustments in response to current project approach, maintainance, and any applicable restrictions or special circumstances.

Position both concepts within the hardscape framework, taking into account pedestrian and vehicular traffic patterns, sightlines, viewpoints and available space as they may relate to element configuration.

Develop color sketches, 3D models and/or plan views as necessary to represent each concept, inclusive of any modifications, so that they are aesthetically compatible with and complimentary to the proposed improvements and existing conditions.

Present concepts to City of Chandler for review and selection of a preferred concept. Any necessary refinements to occur within the 60% submittal.

Design Development Total \$3200

Design Intent Documentation - 60%, 90% and Final submittals

Drawings to be developed as expected by industry standards and as needed to convey intent and as required for bidding as well as preparation of shop drawings by a fabricator.

Utilizing the approved concept, create elevations, plans, descriptions, details and notations in response to the 30% submittal comments. Drawings will be developed to communicate: necessary layout and associated dimensions, material and finish specifications, hardware specifications as necessary for aesthetic intent, font specification and text layout, and fabrication techniques as required and as needed to address maintenance & durability.

Any structural/electrical intent will be outlined only as it may relate to the aforementioned. Required structural engineering and electrical design will be the responsibility of the fabricator.

Drawings will be developed accordingly for submittal at the 60%, 95% and Final levels.

Along with the drawings, technical specifications in the appropriate format and a probable cost estimate will be developed.

Design Intent Documentation Total \$3735

GRAND TOTAL \$6935

LISA RANZENBERGER

602.722.9848

lisaranzenberger@cox.net



Certified S/M/DBE

June 3, 2021

Rod Penniman
Senior Project Manager
4600 E. Washington St., Suite 600
Phoenix, AZ 85034

Phone: (602) 733-6026
Email: rod.penniman@woodplc.com

Re: Scope of Services and Fee Proposal for
Wall Street Pedestrian Improvements – Topographic Survey Services

Dear Mr. Penniman:

TRACE Consulting, LLC (TRACE) is pleased to submit the enclosed Scope of Services and Fee Proposal for professional services for the referenced project. The Scope of Services is based on your email dated June 3, 2021.

We are excited about the opportunity to work with the Wood PLC team and the City of Chandler (Owner) on this project and look forward to providing quality and timely professional services. We are ready to begin work immediately.

If you have any questions, please feel free to contact me at (602) 680-8264.

Sincerely,

TRACE Consulting, LLC.

A handwritten signature in blue ink, appearing to read "C. S. Jhaveri".

Chintan S. Jhaveri, PE
Principal

A handwritten signature in blue ink, appearing to read "R. Andersen".

Richard L. Andersen, RLS
Survey Manager

Enclosures:
Scope of Services
Fee Estimate

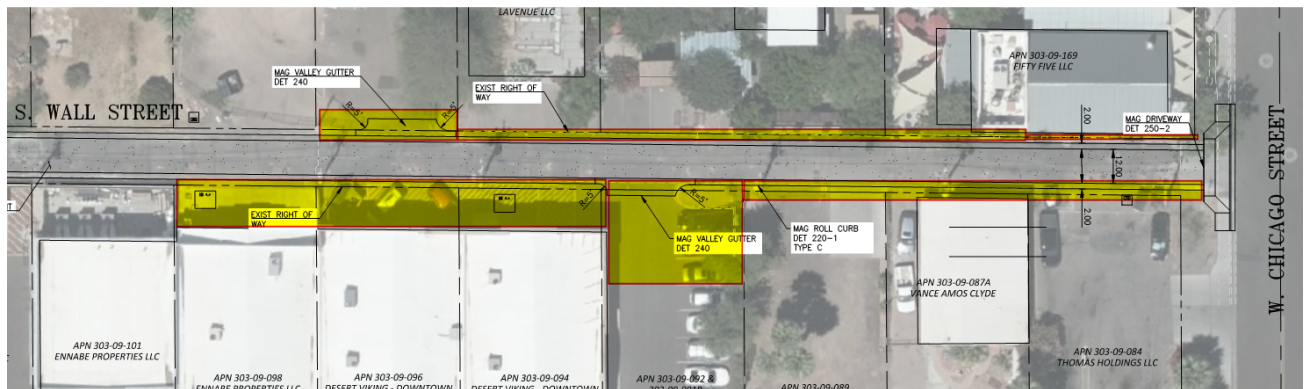
N:\2021\IS - Wall Street Chandler Survey\Wall Street Pedestrian Improvements Survey - SOS 2021-06-03.docx

SCOPE OF SERVICES

WALL STREET PEDESTRIAN IMPROVEMENTS TOPOGRAPHIC SURVEY SERVICES

TRACE's scope of services will support the Wood team by providing topographic field survey for Wall Street Pedestrian Improvements in Chandler, Arizona. Figure 1 below shows the general survey limits highlighted in yellow.

Figure1: Project Survey Limits (north to the right)



PROJECT TASKS

1.0 Topographic Survey

Survey Control:

TRACE shall perform ground survey to tie into existing project control provided by Wood.

Field Survey:

TRACE will perform supplemental topographic survey to include edge of buildings, finish floor elevations at entry's facing Wall Street, parking lot edges and driveway entrances, block walls, wood, chain link, and metal fences, gates, brick paver areas, trash bin enclosures, sidewalk, curb ramps, bollards, ribbon curb, single curb, curb and gutter, limits of concrete pavement, all visible utilities (excluding meter boxes and conduits mounted on the building faces), landscaped areas including trees with 6" or larger base and shrubs 2' diameter or larger.

Task Deliverables:

- ASCII text file (.txt)

2.0 Legal Description

TRACE shall prepare one (5) legal descriptions of APS easements. We shall also prepare an accompanying sketch in AutoCAD of the land interest to be acquired in the format required by the City of Chandler. Each legal description shall be considered a separate document and shall be reviewed, sealed and signed by a Professional Land Surveyor registered in the State of Arizona.

Task Deliverables:

- Up to 5 Legal Descriptions with Exhibits (sealed, in .pdf)

EXCLUSIONS

- Aerial Mapping and Orthophotography
- Obtaining Title Reports
- Utility Research and Mapping
- Sub-surface Utility Exploration
- Right of Way base mapping
- Anything not specifically included is excluded.

FEE ESTIMATE (Lump Sum)**FEE ESTIMATE**

CONTRACT TASK/PHASE	Project Principal	Project Manager	Project Engineer	Survey Manager	Sr. CADD Technician	Survey Crew	Admin	TOTAL HOURS	
	\$ 187.19	\$ 154.46	\$ 120.43	\$ 115.19	\$ 93.59	\$ 137.45	\$ 54.98		Total
1.0 Topographic Survey									
Survey Control				1	1	6		8	\$ 1,033.48
Field Survey				4	4	24		32	\$ 4,133.92
2.0 Legal Description									
APS Easement (5)				16	40			56	\$ 5,586.64
Total	-	-	-	21	45	30	-	96	\$ 10,754.04

Wall Street Improvements
August 24, 2022

ID	Task Name	Duration	Start	Finish	Sep	4th Quarter				1st Quarter			2nd Quarter	
						Oct	Nov	Dec		Jan	Feb	Mar	Apr	May
1	Notice to Proceed	1 day	Mon 10/3/22	Mon 10/3/22		◆								
2	Project Kickoff Meeting	1 day	Tue 10/4/22	Tue 10/4/22		◆								
3	Field Survey & Mapping	10 days	Mon 10/3/22	Fri 10/14/22		■								
4	30% Plan Preparation	15 days	Fri 10/14/22	Thu 11/3/22		■								
5	Geotechnical Investigation	15 days	Tue 10/11/22	Mon 10/31/22		■								
6	Submit 30% Plans & Cost Estimate	1 day	Thu 11/3/22	Thu 11/3/22			◆							
7	City Review	15 days	Fri 11/4/22	Thu 11/24/22			■							
8	60% Plan Preparation	20 days	Thu 11/24/22	Wed 12/21/22				■						
9	Submit 60% Plans, Specifications & Cost Estimate	1 day	Thu 12/22/22	Thu 12/22/22				◆						
10	City Review	10 days	Fri 12/23/22	Thu 1/5/23				■						
11	90% Plan Preparation	15 days	Fri 1/6/23	Thu 1/26/23					■					
12	Submit 90% Plans, Specifications & Cost Estimate	1 day	Fri 1/27/23	Fri 1/27/23						◆				
13	City Review	10 days	Fri 1/27/23	Thu 2/9/23						■				
14	100% Plan Preparation	10 days	Thu 2/9/23	Wed 2/22/23							■			
15	Submit 100% Plans, Specifications & Cost Estimate	1 day	Wed 2/22/23	Wed 2/22/23								◆		
16	Bid Set	1 day	Wed 3/1/23	Wed 3/1/23									◆	
17	Construction Contract Award	1 day	Wed 5/31/23	Wed 5/31/23										◆

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.