



PROFESSIONAL SERVICES AGREEMENT

Design Services

AIRPORT FUEL TANK RELOCATION

Project No. AI2208.201

Council Date: February 23, 2023

Item No.

This Agreement ("Agreement") is made and entered into on the ____ day of _____, 2023 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **WSP USA Environment & Infrastructure, 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 **AIRPORT FUEL TANK RELOCATION** 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 **375** 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 **\$112,424** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

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

SECTION V--GENERAL CONDITIONS

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

To City:	City of Chandler - Public Works & Utilities Department Attn: CIP City Engineer P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3349 Email: kimberly.moon@chandleraz.gov	
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Vivianna Barrientes, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3314 Email: Vivianna.barrientes@chandleraz.gov	
To Consultant:	LEGAL COMPANY NAME:	WSP USA Environment & Infrastructure, Inc.
	Mailing Address:	4600 E. Washington Street, Suite 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:	Jerry Bish
	Title:	Water/Wastewater Service Line Leader
	Phone:	520-260-8299
	Email:	Jerry.bish@wsp.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.

5.44 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.45 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.

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

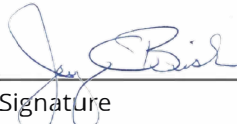
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY" CITY OF CHANDLER

"CONSULTANT"

WSP USA Environment & Infrastructure, Inc.

MAYOR

_____
Signature Date 01/20/2023

RECOMMENDED BY:

_____
Kimberly Moon, P.E.
CIP City Engineer

Jerry C. Bish
Print Name

Vice President, Local Business Leader

Title

jerry.bish@wsp.com

Signer Email Address

APPROVED AS TO FORM:

City Attorney 

ATTEST:

City Clerk Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE



DESIGN SERVICES FOR CHANDLER AIRPORT FUEL TANK – REV 5

EXHIBIT “A” SCOPE OF SERVICES/SCHEDULE

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

- 1.1 WSP (Consultant) will provide services for the design, permit assistance, and development of construction documents for an above ground storage aviation fuel tank, including demolition plan for the removal of an underground storage tank located at the Chandler, Arizona, airport property as more specifically described herein.
- 1.2 The facility design includes installation of a minimum 12,000-gallon above ground aviation fuel tank including fuel piping connections, concrete support pad, concrete masonry wall to conceal the tank and bollards for collision protection, connection of the fuel level transmitter to an existing instrumentation and control panel, and pavement refurbishment in disturbed areas of the work site. Pumps and a filtration system within the existing fuel dispensing station will be used with the new storage tank. The new fuel tank will replace an underground fuel storage system that will be decommissioned. Exterior lighting at the tank site is not included in this scope of services.

As part of the design work, a demolition plan will be developed for the removal of the existing 12,000-gallon underground tank. WSP will perform a ground penetrating radar (GPR) survey to determine locations of underground utilities around the UST, and location and footprint of the UST and fuel piping.

NEPA compliance work will be provided for both the AST installation as well as the removal of the UST. A more detailed description of City's concept is included herein as part of Exhibit A.

- 1.3 The project design, construction, furnishing and equipping budget is \$600,000. Design, construction and furnishing of the project will be completed within this budget.
- 1.4 Consultant will provide design services for the Project including civil, mechanical, structural engineering, and electrical/instrumentation and control services. Architectural and landscaping services are not determined to be part of this project and are not included in the scope.

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 must be pre-approved in writing by City. Those persons listed in Exhibit B will perform those portions of the work listed therein.

3. PROJECT SCHEDULE:

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

4. QUALITY CONTROL:

- 4.1 Consultant must institute and comply with its standard Design Quality Control Plan.
- 4.2 Bi-weekly check-ins (via phone call or web-based meeting) will be provided for 3 months, followed by monthly check-ins for the remainder of the design period. Check-ins are intended to be informal status updates and typically do not include an agenda and meeting notes. Action items may be sent in a follow-up email, if necessary. This task also includes project management and administration time throughout the duration of the project.

5. PRELIMINARY RESEARCH:

- 5.1 As for preliminary research before preparing the project design, Consultant will:
 - a. Perform a Document Search for utility as-builts, if relevant.
 - b. Perform a Document search for survey ties and benchmarks.
 - c. Perform a Document search for City policies, regulations, standards, design manuals, and requirements, etc. relevant to project.

- d. Research and/or obtain geotechnical reports and investigations, master plans, and field surveys.
 - e. Research utility companies/agencies and acquire available as-built and utility records.
 - f. Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by City.
 - g. Consultant will utilize survey information made available by the City of Chandler Airport, but an allowance is provided if the survey information is inadequate and additional survey information is required. The survey must provide topographical and property data of the immediate site. Design must utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans. Clearly define the benchmark location and elevation that will be utilized for construction of this facility.
- 5.2 Underground Storage Tank (UST) Removal preparation work is to include a ground penetrating radar (GPR) survey to determine locations of existing underground utilities around the UST, and location and footprint of the UST and fuel piping.
- a. As part of this task to investigate existing conditions, the GPR Survey effort will include contacting AZ 811 and a private utility company to locate subsurface fuel, utility, septic, and communications lines, as well as other structures in the general area of the planned UST removal efforts.
 - b. A demolition plan sheet, utilizing the above survey information, will be provided within the design drawings under Tasks 10-12.
 - c. Costs include effort required to develop a health and safety plan (HASP) prior to the field work.

6. UTILITY/AGENCY COORDINATION:

- 6.1 Minimal utility coordination is expected to be required for the site work. Consultant will utilize AZ 811 and a private utility locating company as part of the UST removal prep work provided under Task 5.2.

7. GEOTECHNICAL INVESTIGATION:

- 7.1 Consultant will review and utilize geotechnical information provided by the City of Chandler Airport of the local building code. No geotechnical investigations are included with the services to be provided.

8. PROGRAMMING:

- 8.1 Consultant must meet with City staff to ascertain the requirements of the Project and will arrive at a mutual understanding of such requirements.

- 8.2 Consultant must prepare a "Program" which will include:
 - a. Establish construction budget
 - b. Complete documentation of site survey from preliminary work
 - c. Define site requirements
- 8.3 Based on the mutually agreed-upon program, schedule and construction budget requirements, Consultant must prepare, for approval by City, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of the Project components.

9. SCHEMATIC DESIGN (30% Document Review):

- 9.1 When the design is approximately thirty percent complete, Consultant must do the following:
 - a. The final scheme must incorporate City's comments (and potentially a contractors' comments) and be cleaned up for reference and presentation to City Council if requested.
 - b. Prepare a construction cost estimate for verification with the budget.
 - c. Submit to City's Project Manager for comment a complete electronic version of drawings.

10. DESIGN DEVELOPMENT (60% Document Review):

- 10.1 Based on the approved Schematic Design Documents and any adjustments authorized by City in the program, schedule or construction budget, Consultant must prepare, for approval by City, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to structural, and mechanical systems, materials and such other elements as may be appropriate. When the design is approximately sixty percent (60%) complete, Consultant must do the following:
 - a. Develop a site plan. Design must utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans.
 - b. Collaborate with City to define their requirements for building systems.
 - c. Create an outline specification on the plans.
 - d. Prepare plans, elevations, sections, schedules and notes as required to fix and describe the project as to civil, structural, mechanical, and special systems.
 - 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. Applicable checklist items are required to be incorporated in the design documents.
- g. Value Engineer the design cooperatively with the entire design team and City's representatives. This effort will occur as early as effectively possible and consist of a focused meeting addressing: relationships of components, construction materials, and building systems.
- h. Prepare a construction cost estimate for verification with the budget.
- i. Conduct a full document set (plans with specs on plans) review in the presence of consultants and City's representatives and any other stakeholders.
- j. Submit once to City's Project Manager for comment a complete electronic version of drawings, specifications, structural calculations. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.
- k. 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.
- l. Demolition plans will be provided within the design drawings.

11. CONSTRUCTION DOCUMENTS (90% Document Review):

- 11.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by City, Consultant must prepare, for approval by City, Construction Documents consisting of Drawings and Specifications (on plans) setting forth in detail the requirements for the construction of the Project. When the design is approximately ninety percent (90%) complete Consultant must do the following:
 - a. Prepare plans, elevations, sections, schedules, 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 on diskette (AutoCAD recent version).
 - c. Provide City of Chandler with a copy of the AutoCAD files. Each building system must be "layered" so as to be able to isolate trades or engineering components or vice versa.
 - d. Conduct a full document set (plans with specs on plans) review in the presence of the City's representatives.
 - e. Prepare a construction cost estimate for verification with the budget.
 - f. Submit to City's Project Manager for comment two complete drawing sets, specifications, structural 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. Demolition plans will be provided within the design drawings.

12. BID & AWARD (100% Documents):

- 12.1 Submit bid documents to Development Services for building permit. Plans, calculations and specifications will be stamped. The specifications will be prepared on the plans. Plans will be black line prints as well as in one electronic version of Auto CAD drawings.
- 12.2 Pick-up plan review final comments and prepare stamped final design drawings. City will have the bid sets reproduced of the drawings.
- 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 addenda for review and approval by City. City will distribute.
- 12.7 Demolition plans will be provided within the design drawings.

13. NEPA COMPLIANCE:

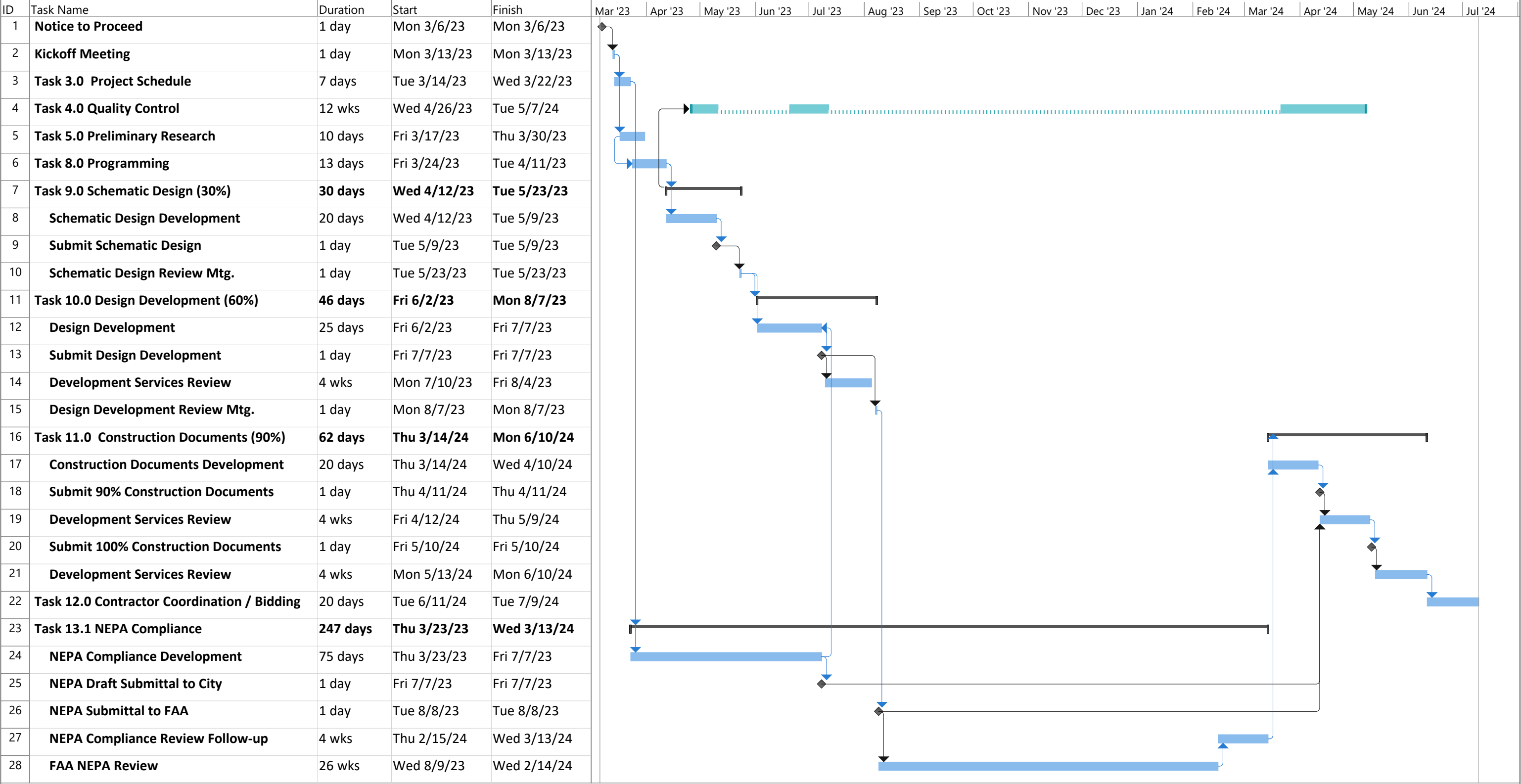
- 13.1 Provide NEPA compliance services with the following scope.
 - a. It is expected that this project action can be cleared using a categorical exclusion (CatEx). NEPA compliance work will be provided for both the removal and new installation. The UST removal is a closely related action to the AST installation action and is required to be part of the CatEx.
 - b. Consultant will provide a CatEx for review by the City and FAA according to the process outlined in Order 5050.4B using the FAA Documented CatEx Form. The CatEx will address resources including National Historic Preservation Act resources, Threatened or Endangered Species, and Hazardous Materials, e.g. archaeological, biological, and hazardous materials studies.
- 13.2 The archeological review will be conducted by a Cultural Resources sub-consultant. The proposal is provided as an attachment.
- 13.3 Sampling efforts are to be performed in conjunction with the NEPA compliance work and will include testing for lead and asbestos. Testing costs are based on the following quantities and unit costs:

Parameter	Qty	Unit	Unit Cost	Total Cost
Lead FAA Analysis	5	Each	\$28.75	\$143.75
Asbestos PLM Analysis	12	Each	\$28.75	\$345.00
Total				\$488.75

14. PERIOD OF SERVICE (MILESTONES):

- 14.1 Following receipt of a "Notice to Proceed" with the design work, Consultant must complete the design and have documents ready for bidding within 500 calendar days of the date indicated on the Notice to Proceed.
- 14.2 Consultant must complete services specified herein in accordance with the Production Schedule. In the event delays are experienced beyond the control of Consultant, the completion date may be extended as mutually agreed upon by City and Consultant.
- 14.3 City's and Owner's Allowances: The City requires written authorization to use allowances, including Owner's allowance.

Chandler Airport Fuel Tanks Relocation Project Schedule



Project: AST and UST Project Sc
Estimated Schedule: Fri 1/13/23

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

EXHIBIT "B"
COMPENSATION AND FEES

EXHIBIT "B-1"
Lump Sum Cost Per Task

TASK DESCRIPTION		SUBTOTAL
Task 1.0 Project Description & Scope of Construction		
Task 2.0 Assignment		
Task 3.0 Project Schedule		\$ 2,510.00
3.1	Production Schedule	\$ 2,510.00
Task 4.0 Quality Control		\$ 8,270.00
4.1	Quality Control Plan	\$ 1,890.00
4.2	Check-ins and Project Management	\$ 6,380.00
Task 5.0 Preliminary Research		\$ 8,930.00
5.1	Perform Document Search and Research	\$ 6,400.00
5.2	Investigate Existing Conditions	\$ 2,530.00
5.3	Survey	\$ -
Task 6.0 Utility/Agency Coordination		\$ -
6.1	Coordination with Utilities (PIPG)	\$ -
6.2	Identify Utility Conflicts	\$ -
6.3	Coordination Design of Utilities	\$ -
Task 7.0 Geotechnical Investigation		\$ -
7.1	Soil and Pavement Borings	\$ -
Task 8.0 Programming & Schematic Design (30%)		\$ 10,035.00
8.1	Site Investigation & Information Gathering	\$ -
8.2	Prepare CAD Base Plans	\$ 6,520.00
8.3	Prepare 30% SD & ROM Cost Estimate	\$ 1,985.00
8.4	CofC Review/Meeting/Site Visit	\$ 1,530.00
Task 10.0 Design Development (60%)		\$ 23,135.00
10.1	Prepare 60% CAD Base Plans	\$ 9,825.00
10.2	Coordinate Preliminary MP&E Engineering	\$ 560.00
10.3	Prepare 60% Plans & Outline Specs	\$ 10,340.00
10.4	Coordinate 60% Cost Estimate	\$ 880.00
10.5	60% CofC Review/Meeting/Site Visit	\$ 1,530.00
Task 11.0 Construction Documents (90% & 100%)		\$ 23,965.00
11.1	Prepare 90% CAD Base Drwgs	\$ 5,425.00
11.2	Coordinate MP&E Engineering	\$ 1,120.00
11.3	Prepare 90% Plans & Draft Tech Specs	\$ 6,125.00
11.4	Cordinate 90% Cost Estimate	\$ 440.00
11.5	90% CofC Review/Meeting/Site Visit	\$ 1,170.00
11.6	Coordinate 100% MP&E Engineering	\$ 880.00
11.7	Prepare 100% Plans & Final Tech Specs	\$ 2,730.00
11.8	100% Deliverables, Plan Review & Permit	\$ 4,970.00
11.9	100% Engineer's Cost Estimate	\$ 1,105.00
Task 12.0 Contractor Coordination / Bidding		\$ 3,150.00
12.1	Coordinate & Issue Bid Documents	\$ 2,430.00
12.2	RFIs / Substitution Requests	\$ 360.00
12.3	Issue Addenda as required	\$ 360.00
Task 13.0 NEPA Compliance		\$ 19,928.75
13.1	NEPA Compliance CatEx	\$ 15,580.00
13.2	Cultural Resources Sub-Consultant (10% markup)	\$ 3,080.00
13.3	NEPA Sampling/Testing Costs	\$ 1,268.75
ALLOWANCES		\$ 12,500.25
14.1	Allowance for Printing Expenses at Direct Cost	\$ -
14.2	Allowance for Survey	\$ 2,500.00
14.3	Owner's Allowance (10%)	\$ 10,000.25
TOTAL COST:		\$ 112,424.00

EXHIBIT "B-2"
Hours and Rates

		PM/ Principal	Sr. Engr./ Sci.	PE /Prof	Struct Eng.	I&C / EE	Tech	Admin	< PROJECT ROLE < HOURLY RATES
		\$ 225	\$ 180	\$ 130	\$ 200	\$170	\$ 140	\$ 85	< Personnel
		Michael Navabi, Tim Ostapuk, Charles Harman, Jerry Bish, Tim LeClair	Andrea Kagie-Hay, Julia Manfredi, Jim Clarke	Darren Mack, Jerod Jimmie, Pam Walrath, Christy Benes, Chris Ferguson, Jeff Locey, Brendan Enos, Heidi Tom	Konstantinos Oikonomou, Samer El Bahey, Pouya Shahsana	John Estepa, Leo Cratic	Rick Sauerzopf, Chris Jaurigui, Mike Gilezan	Rachel Romo, Kathleen Hubbell, Cherlyn Carter	
TASK DESCRIPTION									TOTAL HOURS PER TASK
Task 1.0 Project Description & Scope of Construction									
Task 2.0 Assignment									
Task 3.0 Project Schedule		4	8	0	0	0	0	2	14
3.1	Production Schedule	4	8	0	0	0	0	2	
Task 4.0 Quality Control		28	10	0	0	0	0	2	40
4.1	Quality Control Plan	2	8	0	0	0	0	0	
4.2	Check-ins and Project Management	26	2	0	0	0	0	2	
Task 5.0 Preliminary Research		1	12	26	12	0	0	9	60
5.1	Perform Document Search and Research	1	8	16	12	0	0	3	
5.2	Investigate Existing Conditions	0	4	10	0	0	0	6	
5.3	Survey (NA)	0	0	0	0	0	0	0	
Task 6.0 Utility/Agency Coordination		0	0	0	0	0	0	0	0
6.1	Coordination with Utilities (PIPG) (NA)	0	0	0	0	0	0	0	
6.2	Identify Utility Conflicts (NA)	0	0	0	0	0	0	0	
6.3	Coordination Design of Utilities (NA)	0	0	0	0	0	0	0	
Task 7.0 Geotechnical Investigation		0	0	0	0	0	0	0	0
7.1	Soil and Pavement Borings (N/A)	0	0	0	0	0	0	0	
Task 8.0 Programming & Schematic Design (30%)		3	12	8	0	0	44	0	67
8.1	Site Investigation & Information Gathering (N/A)	0	0	0	0	0	0	0	
8.2	Prepare CAD Base Plans	0	2	0	0	0	44	0	
8.3	Prepare 30% SD & ROM Cost Estimate	1	4	8	0	0	0	0	
8.4	CofC Review/Meeting/Site Visit	2	6	0	0	0	0	0	
Task 10.0 Design Development (60%)		7	16	8	20	16	78	0	145
10.1	Prepare 60% CAD Base Plans	1	4	0	0	16	44	0	
10.2	Coordinate Preliminary MP&E Engineering	0	0	0	0	0	4	0	
10.3	Prepare 60% Plans & Outline Specs	4	4	4	20	0	30	0	
10.4	Coordinate 60% Cost Estimate	0	2	4	0	0	0	0	
10.5	60% CofC Review/Meeting/Site Visit	2	6	0	0	0	0	0	
Task 11.0 Construction Documents (90% & 100%)		7	18	26	20	4	78	2	155
11.1	Prepare 90% CAD Base Drwgs	1	4	0	0	0	32	0	
11.2	Coordinate MP&E Engineering	0	0	0	0	0	8	0	
11.3	Prepare 90% Plans & Draft Tech Specs	1	1	4	12	0	20	0	
11.4	Cordinate 90% Cost Estimate	0	1	2	0	0	0	0	
11.5	90% CofC Review/Meeting/Site Visit	2	4	0	0	0	0	0	
11.6	Coordinate 100% MP&E Engineering	0	2	4	0	0	0	0	
11.7	Prepare 100% Plans & Final Tech Specs	2	2	4	0	0	10	0	
11.8	100% Deliverables, Plan Review & Permit	0	2	8	8	4	8	2	
11.9	100% Engineer's Cost Estimate	1	2	4	0	0	0	0	
Task 12.0 Contractor Coordination / Bidding		1	10	8	0	0	0	1	20
12.1	Coordinate & Issue Bid Documents	1	6	8	0	0	0	1	
12.2	RFIs / Substitution Requests (N/A)	0	2	0	0	0	0	0	
12.3	Issue Addenda as required (N/A)	0	2	0	0	0	0	0	
Task 13.0 NEPA Compliance and UST Removal		6	16	92	0	0	0	2	116
13.1	NEPA Compliance CatEx	6	16	86	0	0	0	2	
13.2	Cultural Resources Sub-Consultant	0	0	0	0	0	0	0	
13.4	NEPA Sampling/Testing Costs	0	0	6	0	0	0	0	



NEPA Cultural Resources Subconsultant Proposal

October 27, 2022

Julia Manfredi
Natural Resources and Surface Water Lead
WSP
Submitted via email to: julia.manfredi@wsp.com

RE: Class I Archaeological Review of the Chandler Airport Above Ground Storage Tank Project in Chandler, Arizona.

Dear Ms. Manfredi,

PaleoWest, LLC (PaleoWest) is pleased to submit herewith a scope of work and cost estimate to complete archaeological services in support of the Chandler Airport Above Ground Storage Tank Project in Chandler, Arizona. The project is subject to compliance with 36 CFR 800, the regulations implementing Section 106 of the National Historic Preservation Act. The project involves a Class I review of approximately 21 acres of land privately held by the City of Chandler. The project is being completed under the auspices of the Federal Aviation Authority. Two tasks are necessary to complete the Class I cultural resource literature review.

TASK 1: CLASS I LITERATURE REVIEW

- PaleoWest will examine the AZSITE database and the National Register Information System database. PaleoWest will also coordinate with the Archaeological Records Office at the Arizona State Museum to review their documents. This search will be conducted to determine the location of any previously conducted archaeological surveys, previously recorded archaeological sites, or historic properties within a 1-mile radius of the project area. General Land Office (GLO) maps maintained by the BLM and historic-age USGS quadrangle maps will also be consulted to evaluate the possible presence and location of historic features on the property.

TASK 2: REPORTING

- The results of the Class I survey will be presented in a report which will meet all FAA and SHPO standards and will include the results of the literature review and management recommendations. The report will be submitted to the client for review and comment, and can be submitted to the FAA.

ASSUMPTIONS AND SCHEDULE

- The cost assumes no consultation with federal agencies or tribes.
- The project area will not vary from that presented in Figure 1.
- PaleoWest assumes one round of agency comments will be required on the final report.
- Upon receipt of a notice to proceed, the Class I report can be submitted within 5 weeks.
- Any task not expressly described herein is not included in the proposed fee.



The professional fee for completing the tasks described above will be a fixed fee **\$2,800.00**, payable in full upon submission of the draft Class I report.

We look forward to working with you on this project. Please do not hesitate to contact me at 520-429-7507 if you have questions or require additional information.

Sincerely,

PALEOWEST

A handwritten signature in black ink, appearing to read 'Chance Copperstone'.

Chance Copperstone, M.A. | Cultural Resources Team Leader

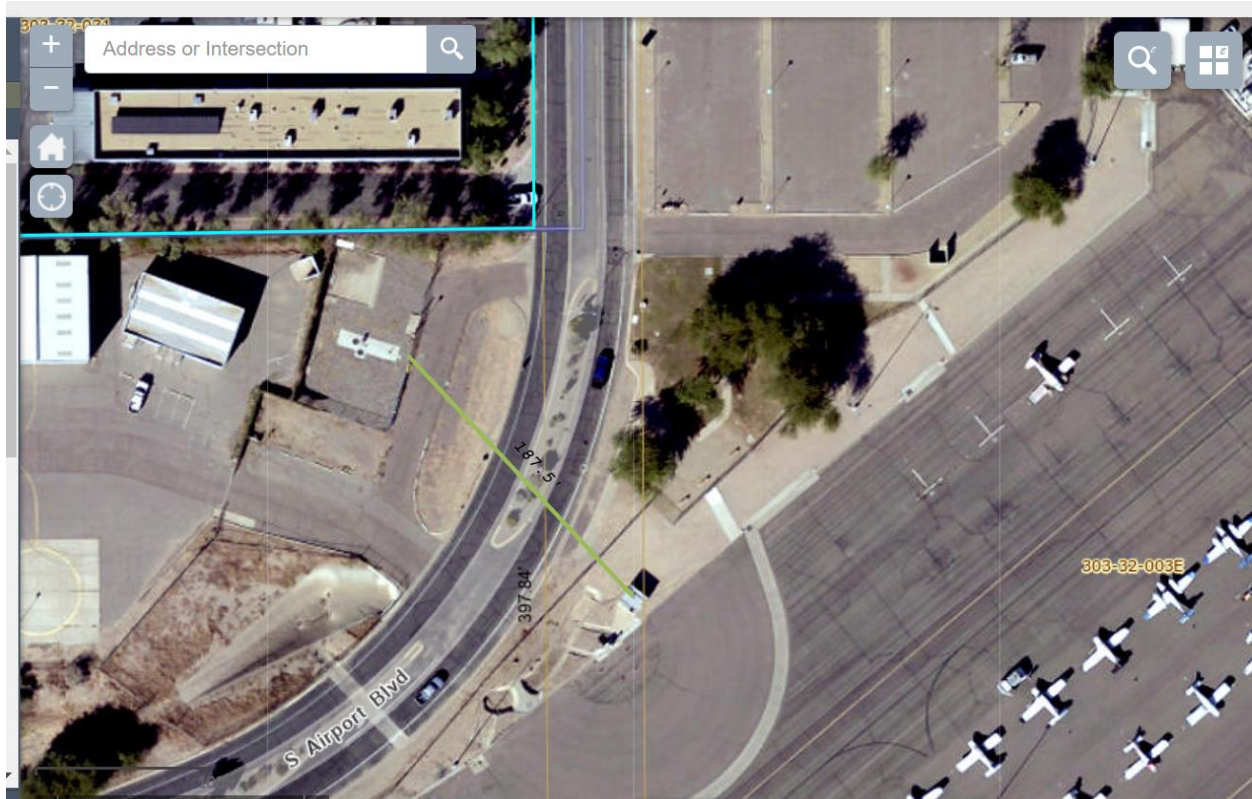


Figure 1. Project area (green line)

**PHOENIX HQ**

602.261.7253
319 East Palm Lane
Phoenix, AZ 85004

AUSTIN

512.394.7477
206 West Main Street, Suite 111
Round Rock, TX 78664

DENVER

303.214.4301
308 E Simpson Street, Suite 202
Lafayette, CO 80026

NEW YORK

321.258.0274
55 W 116th Street, Suite 176
New York, NY 10026

LOS ANGELES

626.408.8006
517 S Ivy Avenue
Monrovia, CA 91016

ORANGE COUNTY

949.215.0523
27001 La Paz Road, Suite 230
Mission Viejo, CA 92691

TAMPA BAY

850.296.3669
1942 2nd Avenue South Street H
St. Petersburg, FL 33712

REDLANDS

909.770.7236
301 9th Street, Suite 114
Redlands, CA 92374

RENO

775.954.0052
2225 Green Vista Drive, #306
Sparks, NV 89431

TUCSON

706.338.1600
2840 N Country Club Road, Suite 105
Tucson, AZ 85716

SACRAMENTO

925.253.9070
2501 Capitol Avenue, #200
Sacramento, CA 95816

LAS VEGAS

702.779.3033
3313 S. Water Street, Unit D
Henderson, NV 89015

BAY AREA

925.253.9070
1870 Olympic Boulevard, Suite 100
Walnut Creek, CA 94596

SAN DIEGO

619.210.0199
3990 Old Town Avenue, Suite C101
San Diego, CA 92110

ALBUQUERQUE

505.516.0261
200 Oak Street NE, Suite 3
Albuquerque, NM 87106

TALLAHASSEE

850.296.3669
916 East Park Avenue
Tallahassee, FL 32301

PORTLAND

502.645.3116
2918 N Lombard Street
Portland, OR 97211

SALT LAKE CITY

866.563.2536
2002 South 1300 East
Salt Lake City, UT 84105

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.

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.

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