



PROFESSIONAL SERVICES AGREEMENT

Design Services

DELAWARE STREET PARKING LOT

Project No. ST2308.201

Council Date: March 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 **NFra, Inc.**, an Arizona corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Design Services for **DELAWARE STREET PARKING LOT** 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 **281** 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 **\$194,793** 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: Kimberly Moon, P.E. 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: Rachel Marx, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3354 Email: rachel.marx@chandleraz.gov																							
To Consultant:	<table border="1"> <tr> <td>LEGAL COMPANY NAME:</td> <td>NFra, Inc.</td> </tr> <tr> <td>Mailing Address:</td> <td>77 E. Thomas Road, Suite 200, Phoenix, AZ 85012</td> </tr> <tr> <td>Physical Address:</td> <td>77 E. Thomas Road, Suite 200, Phoenix, AZ 85012</td> </tr> <tr> <td>Statutory Agent Name:</td> <td>James P O'Sullivan</td> </tr> <tr> <td>Statutory Agent Mailing Address:</td> <td>Tiffany & Bosco PA 2525 E Camelback Road, 7th Floor, Phoenix, AZ 85016</td> </tr> <tr> <td>Statutory Agent Physical Address:</td> <td>Tiffany & Bosco PA 2525 E Camelback Road, 7th Floor, Phoenix, AZ 85016</td> </tr> <tr> <td colspan="2">CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE</td> </tr> <tr> <td>Name:</td> <td>Randal Weyrauch</td> </tr> <tr> <td>Title:</td> <td>Vice President</td> </tr> <tr> <td>Phone:</td> <td>602-443-6066 Office 602-703-3293 Cell</td> </tr> <tr> <td>Email:</td> <td>rweyrauch@nfrainc.us</td> </tr> </table>		LEGAL COMPANY NAME:	NFra, Inc.	Mailing Address:	77 E. Thomas Road, Suite 200, Phoenix, AZ 85012	Physical Address:	77 E. Thomas Road, Suite 200, Phoenix, AZ 85012	Statutory Agent Name:	James P O'Sullivan	Statutory Agent Mailing Address:	Tiffany & Bosco PA 2525 E Camelback Road, 7th Floor, Phoenix, AZ 85016	Statutory Agent Physical Address:	Tiffany & Bosco PA 2525 E Camelback Road, 7th Floor, Phoenix, AZ 85016	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE		Name:	Randal Weyrauch	Title:	Vice President	Phone:	602-443-6066 Office 602-703-3293 Cell	Email:	rweyrauch@nfrainc.us
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5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final Agreement payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its Agreements with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or

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

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

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

convenience in accordance with the provisions of this Agreement.

5.5 Indemnification. To the extent permitted by law, the Consultant ("Indemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("Indemnitee") from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Consultant must procure insurance under the terms and conditions and for the amounts of coverage set forth in **Exhibit "C"** against claims that may arise from or relate to performance of the work under this Agreement by Consultant and its agents, representatives, employees, and subconsultants. Consultant and any subconsultant must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits stated in **Exhibit "C"** are sufficient to protect Consultant from liabilities that might arise out of the performance of the work under this Agreement by Consultant, Consultant's agents, representatives, employees, or subconsultants. Consultant is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. Consultant agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.8 Successors and Assigns. City and Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Consultant may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and City.

5.9 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Consultant and City, the final determination at the administrative level will be made by City Engineer.

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

5.11 Reporting. Written monthly reports, along with updated work schedules, will be made by Consultant in the format prescribed by City. These reports will be delivered to City per schedule. When requested by City, Consultant will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Consultant. For this Agreement Consultant constitutes an independent contractor. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of accomplishing the work or to exercise a measure of control over the work means that Consultant must follow the wishes of City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, Consultant must submit to City detailed resumes of key personnel that will be involved in performing services prescribed in the Agreement. City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that Consultant desires to change key personnel while performing under the Agreement, Consultant must submit the qualifications of the new personnel to City for prior approval. Key personnel include, but are not limited to, principals-in-charge, project manager, and project Consultant. Consultant will maintain an adequate and competent staff of qualified persons, as may be determined by City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If City objects, with reasonable cause, to any of Consultant's staff, Consultant must take prompt corrective action acceptable to City and, if required, remove such personnel from the Project and replace with new personnel agreed to by City.

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City

for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding an Agreement to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees Consultant and each subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Consultant's or subconsultant's employee who provides services under this Agreement to ensure that Consultant and subconsultants comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit City from awarding an Agreement to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of Agreement award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this

Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section, of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this 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"

NFra, Inc.

Randal Weyrauch

2/9/23

MAYOR

Signature

Date

RECOMMENDED BY:

Randal Weyrauch

Print Name

Vice President

Title

rweyrauch@nfrainc.us

Signer Email Address

Kimberly Moon

Kimberly Moon, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

Wm

ATTEST:

City Clerk

Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE



Date: December 20, 2022

To: Rachel Marx, PE, CFM
Project Manager
City of Chandler
215 E. Buffalo Street
Chandler, AZ 85225

Subject: City of Chandler Project No: ST2308
Project Name: Delaware Parking Lot
Project Location: Commonwealth Avenue to Chandler Boulevard
NFra Inc. Project No.: 2302xx
Revised Scope of Work and Fee Proposal

Dear Ms. Marx,

NFra is pleased to submit our revised proposal to the City of Chandler (COC) to provide professional engineering design services for the Delaware Parking Lot improvement project. Our proposal includes the following:

- Cover Letter
- Exhibit A-1 – Scope of Work
- Exhibit A-2 – Project Limits Map
- Exhibit A-3 – Preliminary Production Schedule
- Exhibit B-1 – Fee Schedule Summary and Fee Schedule
- Exhibit B-2 – Hours and Rates Schedule
- Exhibit B-3 - Subconsultant Fee Summary
- Attachments A thru D – Subconsultants Scope of Work / Fee Proposals

Also attached to the back of the proposal is NFra's certificate of insurance.

If you have any questions, please feel free to contact me at (602) 443-6066 or rweyrauch@nfrainc.us. NFra is looking forward to working with you and the City on this project.

Sincerely,

Randy Weyrauch, P.E.
NFra Inc. Project Manager

EXHIBIT "A-1"

SCOPE OF SERVICES/SCHEDULE

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

- 1.1 Consultant will provide services for the design, permitting, development of construction documents for the development of a new parking lot, located at the southeast corner of the Chandler Boulevard and Delaware Street intersection, Chandler, Arizona, all as more specifically described herein below.

Consultant will design a new parking lot along the east side of Delaware Street between Commonwealth Avenue and Chandler Boulevard that will accommodate approximately 120 parking stalls or more. Improvements may also include lighting, landscaping, drainage, signing and striping, and adjacent sidewalk, corner ramps and crosswalk improvements.

- 1.2 The facility design may include, but not be limited to, parking lots, drainage improvements, lighting, landscaping signing and striping and other associated functions. The proposed project limits are provided in Exhibit A-2.
- 1.3 Consultant will provide all design services for the Project including, but not limited to, normal landscape, civil, and electrical engineering services.

2. ASSIGNMENT:

- 2.1 The design Agreement has been awarded to NFra Inc. based on their proposed personnel and specified subconsultants. 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. See Exhibit A-3 for the Preliminary Production Schedule.
- 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 the Design Quality Control Plan attached hereto and made a part hereof by reference.
- 4.2 Consultant will provide a quality control review at each submittal to ensure City guidelines, requirements and standards are being satisfied.

5. PRELIMINARY RESEARCH:

- 5.1 As and for preliminary research before preparing the project design, Consultant will:
 - a. Perform a Document Search for utility as-builts.
 - b. Perform a Document search for rights-of-way.
 - c. Perform a Document search for survey ties and benchmarks.
 - d. Perform a Document search for City policies, regulations, standards, design manuals, and requirements, etc. relevant to project.
 - e. Research and/or obtain geotechnical reports and investigations, drainage reports and investigations, master plans, computer model data and field surveys.
 - f. Research all utility companies/agencies and acquire all available as-built and utility records.
 - g. Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by City.
 - h. Consultant must provide a survey of the project area that includes complete topographical and property data of the immediate site. Design must utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans. Clearly define the benchmark location and elevation that will be utilized for construction of this facility.
- 5.2 See Attachment A for Consultant Registered Surveying's scope of work and fee proposal to provide surveying services.

6. UTILITY/AGENCY COORDINATION:

- 6.1 Coordination with utility companies and agencies must be in accordance with the latest version of the "Public Improvement Project Guide" (PIPG).
- 6.2 Consultant must identify utility conflicts during the initial stages of the design process.
- 6.3 Consultant must coordinate the design and installation of the utilities, which includes, but is not limited to, services for electric, communications, water, storm drainage, irrigation and sanitary systems, etc.
- 6.4 Easements for these utilities must be identified early in the design stage of the project and necessary information provided to City's Real Estate Department to allow City to complete acquisition during the design phase. Easements are not anticipated since construction will be within City owned property.

- 6.5 Engineers employed by Consultant must provide the legal descriptions for the natural gas and electrical service easements. Easements are not anticipated since construction will be within City owned property.
- 6.6 Consultant must submit preliminary plans, specifications, and design calculations to utilities/agencies for review and use during their design for their service improvements or any necessary relocations.
- 6.7 Consultant must conduct utility meetings to coordinate relocations with utility/agency and establish relocation schedules.
- 6.8 Consultant must follow-up with the final design submittal for utility construction and coordination with the bid documents.
- 6.9 Consultant must incorporate the utility/agency private developer construction requirements into the bid documents.

7. GEOTECHNICAL INVESTIGATION:

- 7.1 Consultant must perform all soil and pavement borings necessary to complete their work.
- 7.2 Sub-surface soil conditions, established by the geotechnical investigations, must be incorporated into the bid documents in a manner usable to the excavation and foundation bidding and construction.
- 7.3 See Attachment B for Ninyo and Moore's scope of work and fee proposal to provide geotechnical services.

8. PROGRAMMING / PRELIMINARY DESIGN (15% DOCUMENT REVIEW):

- 8.1 Consultant must coordinate with City staff to ascertain the requirements of the Project and will arrive at a mutual understanding of such requirements. At the 15% stage, the project will go through the Pre-Technical Process.
- 8.2 Develop a site plan. Design must utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans.
- 8.3 Consultant must facilitate a comment resolution meeting following each submittal with:
 - a. City staff
- 8.4 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.
 - d. Create a matrix of spaces, sizes and amenities within the proposed parking lots.

- 8.5 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. Consultant will prepare a preliminary layout of the parking lot which will be presented to City staff and management to gain input before the preferred layout is finalized for City review through the Pre-Technical Process.
- 8.6 Consultant will submit design documents of the preferred layout (overall concept) to the City for review and comments. The design submittal will be in the form of plan sheets showing proposed parking lots, stalls, driveways, ramps, sidewalks, lighting, security fencing, landscaping and other design components.
- 8.7 Consultant will address City comments and revise the design documents for a second review prior to proceeding to the 60% design phase.

9. DESIGN DEVELOPMENT (60% Document Review):

- 9.1 Based on the approved Development 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 architectural, structural, and electrical 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. Allow and invite the Owner's Representative to attend the regular scheduled design coordination meetings.
 - b. Create a full technical specification package.
 - c. Prepare plans, elevations, sections, schedules and notes as required to fix and describe the project as to civil, structural, electrical, and special systems.
 - d. Perform code reviews and implement requirements into the design documents.
 - e. Consultant is required to review and complete the City's Constructability Review Checklist. All applicable checklist items are required to be incorporated in the design documents.
 - f. 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, and construction materials.
 - g. Prepare a construction cost estimate for verification with the budget. Re-design as necessary to re-align the design with the construction budget. Unit costs will be updated to reflect current industry prices.
 - 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 once to City's Project Manager for comment two complete drawing sets, specifications, drainage & 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.
 - 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.
- 9.2 See Attachment C for J2's scope of work and fee proposal for landscaping and drainage design services.
- 9.3 See Attachment D for Wright Engineering's scope of work and fee proposal for project lighting.

10.CONSTRUCTION DOCUMENTS (100% Document Review):

- 10.1 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 setting forth in detail the requirements for the construction of the Project. When the design is approximately one hundred percent (100%) 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. 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 from architectural components or vice versa.
 - c. Conduct a full document set (plans & Specs) review in the presence of all consultants and City's representatives.
 - d. Provide document coordination of work performed by separate contractors or by City's own forces (i.e.: systems furniture or exercise equipment provisions & installation, etc.).
 - e. Prepare a construction cost estimate for verification with the budget. Re-design as necessary to re-align the design with the construction budget. Unit costs will be updated to reflect current industry prices.
 - f. Prepare bid alternates as necessary to assure budget can be met.
 - g. Submit to City's Project Manager for comment two complete drawing sets, specifications, drainage & 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.
 - h. 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.
- 10.2 See Attachment C for J2's scope of work and fee proposal for landscaping and drainage design services.
- 10.3 See Attachment D for Wright Engineering's scope of work and fee proposal for project lighting.

11.BID & AWARD (Sealed Final Documents):

- 11.1 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" paper and pdf format. Plans will be black line prints and pdf format. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.
- 11.2 Pick-up plan review final comments and prepare stamped pdf documents for reproduction. City will have the bid sets reproduced from these pdf's.
- 11.3 Assist the City in the preparation of the Bid Form.
- 11.4 Attend and participate at the pre-bid conference for the purpose of answering technical questions from potential bidders.
- 11.5 Assist City in the evaluation of "substitutions and or-equals" and make a recommendation to accept or decline.
- 11.6 Prepare addenda for review and approval by City. City will distribute.
- 11.7 If bids are 10% over or under the "engineers estimate", Consultant will be required to provide a detailed evaluation explaining differences. Then the documents will be modified and re-bid at no additional cost to City.

12.OWNER ALLOWANCES:

An owners allowance is included for additional services not identified or have been excluded in this scope of work but determined by the CITY to be required for completion of the project. All tasks completed under this allowance shall be identified and authorized by the CITY'S Engineering Project Manager in advance. Owner's Allowance shall only be used with prior written approval from the CITY representative. This work will be provided at the hourly rates shown in Exhibits B. Design items that may be needed include:

- 12.1 Security components around the parking lot, could include chain link fencing, walls, key cards or other forms of security, including access gates.
- 12.2 Coordination with UPRR to abandon or convey property to the City. Coordinate improvements along the east side of parking lot with UPRR.
- 12.3 Prepare legal description and exhibit to abandon or convey UPRR property to the City.
 - 12.3.1 See Attachment A for Consultant Registered Surveying's scope of work and fee proposal for legal descriptions and exhibits.
- 12.4 Reimbursable expenses to complete the project design related to the scope of work outlined in this proposal. Reimbursable allowance is to be used for printing, reproduction, permits, and other approved reimbursable expenses. CITY will reimburse expenses at cost. Application fees for other agencies other than the CITY shall be paid utilizing the Reimbursable Expense Allowance.
- 12.5 Other miscellaneous unidentified items.

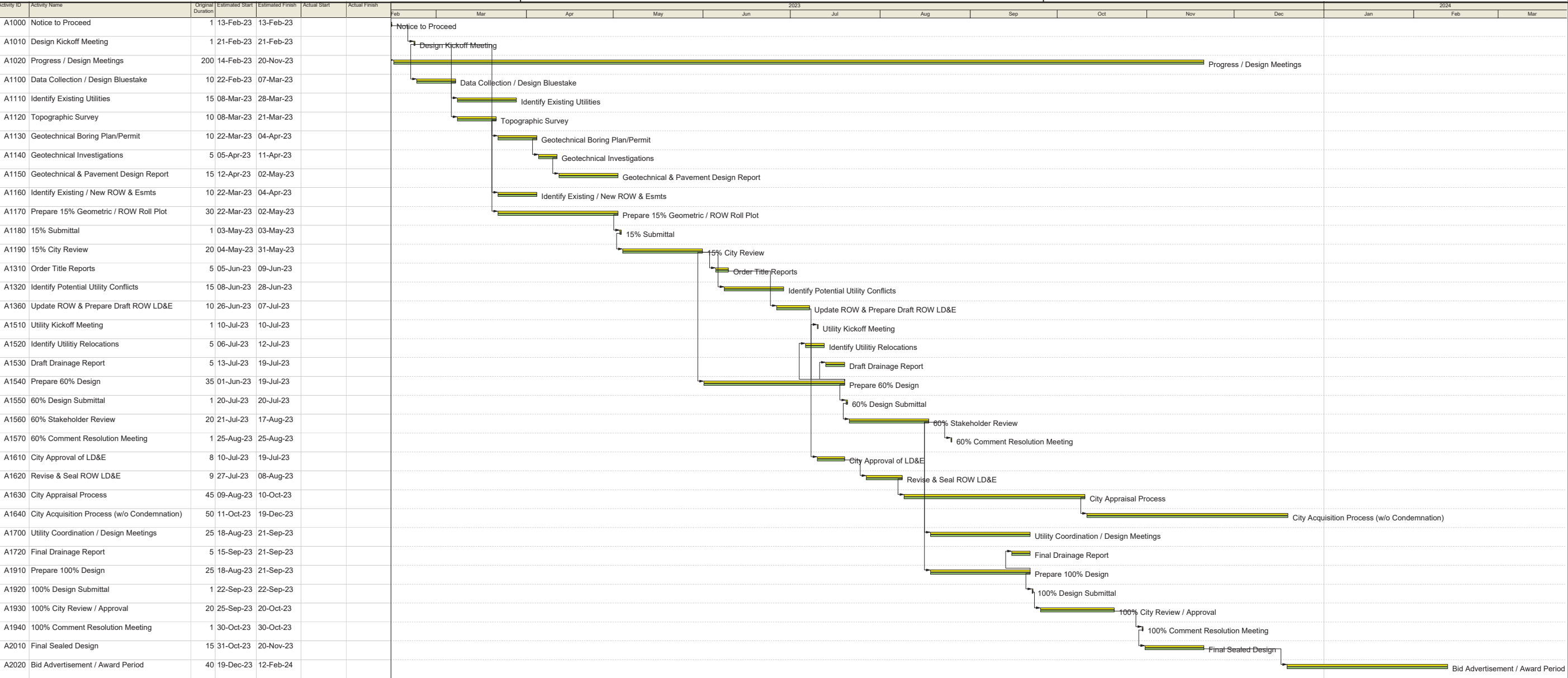
13 PERIOD OF SERVICE (MILESTONES):

- 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 281 calendar days of the date indicated on the Notice to Proceed.
- 13.2 The Bid and Award period will be approximately 80 calendar days from sealed final plans being submitted to the CITY.
- 13.3 Consultant must complete all services specified herein in accordance with the Production Schedule and progress milestones included in Exhibit D attached herein. In the event delays are experienced beyond the control of Consultant, the completion date may be extended as mutually agreed upon by City and Consultant.

14 ASSUMPTIONS, CLARIFICATIONS, AND EXCLUSIONS:

- 14.1 The following tasks are excluded from this project:
 - a. Application fees for CITY reviews and permits shall be paid by the CITY.
 - b. Public outreach efforts, including public meetings are not required.
 - c. Covered parking and structural design will not be included with the project. However, design should accommodate locations for future foundations and poles for the covered parking.





Note: Schedule assumes 20 working days for the City to review submittals.

EXHIBIT "B"
COMPENSATION AND FEES



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EXHIBIT "B-1"
Fee Summary by Task

DELAWARE PARKING LOT FEE SUMMARY

TASK	TASK DESCRIPTION	SUBS	FEES
	Base Contract - NFra Inc.		
Task 3.0	Project Schedule		\$1,696.00
Task 4.0	Quality Control		\$3,318.00
Task 5.0	Preliminary Research		\$2,562.00
Task 6.0	Utility / Agency Coordination		\$7,946.00
Task 7.0	Geotechnical Investigation		\$983.00
Task 8.0	Programming / Preliminary Design (15%)		\$25,622.00
Task 9.0	Design Development (60%)		\$36,770.00
Task 10.0	Construction Documents (100%)		\$11,647.00
Task 11.0	Bid and Award (Sealed Final Documents)		\$6,910.00
	Base Contract Subtotal (NFra Fee)		\$97,454.00
	Base Contract - Subconsultants		
Task 5.2	Survey Control and Topographic Survey - See Attachment A	CRS	\$11,630.00
Task 7.3	Geotechnical Investigations and Report - See Attachment B	N & M	\$7,900.00
Task 9.2 / 10.2	Landscaping and Drainage Design - See Attachment C	J2	\$29,819.00
Task 9.3 / 10.3	Lighting Design - See Attachment D	Wright	\$5,050.00
	Base Contract Subtotal (Subconsultant Fee)		\$54,399.00
	Total Base Contract Fee		\$151,853.00
	Owners Allowance - NFra Inc.		
Task 12.1	Security Components Around Site		\$18,800.00
Task 12.2	UPRR Coordination		\$3,618.00
Task 12.3	UPRR Legal Description and Exhibit (LD&E)		\$562.00
Task 12.4	Reimbursable Expenses		\$4,000.00
Task 12.5	Other Miscellaneous Unidentified Items		\$15,300.00
	Owners Allowance Subtotal (NFra Fee)		\$42,280.00
	Owners Allowance - Subconsultants		
Task 12.3.1	Legal Description and Exhibit - See Attachment A	CRS	\$660.00
	Owners Allowance Subtotal (Subconsultant Fee)		\$660.00
	Total Owners Allowance Fee		\$42,940.00
	TOTAL CONTRACT FEE		\$194,793.00



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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		\$1,696.00
3.1	Production Schedule	\$ 848.00
3.2	Update Production Schedule	\$ 848.00
Task 4.0 Quality Control		\$3,318.00
4.1	Quality Control Plan	\$ 1,198.00
4.2	Quality Control Reviews at Each Submittal	\$ 2,120.00
Task 5.0 Preliminary Research		\$2,562.00
5.1a - 5.1g	Perform Document Search and Research	\$ 2,000.00
5.1h	Survey Coordination	\$ 562.00
Task 6.0 Utility/Agency Coordination		\$7,946.00
6.1	Coordination with Utilities (PIPG)	\$ 1,158.00
6.2	Identify Utility Conflicts	\$ 350.00
6.3	Coordinate Design and Installation of Utilities	\$ 1,404.00
6.6	Utility Submittals	\$ 1,702.00
6.7	Utility Meetings	\$ 1,508.00
6.8	Finalize and Review Utility Plans	\$ 912.00
6.9	Construction Documents Coordination	\$ 912.00
Task 7.0 Geotechnical Investigation		\$983.00
7.1	Soil and Pavement Borings Coordination	\$ 387.00
7.2	Incorporate Geotech Requirements into Bid Documents	\$ 596.00
Task 8.0 Programming / Preliminary Design (15%)		\$ 25,622.00
8.1	Project Coordination with City	\$ 774.00
8.2	Develop Site Plan	\$ 1,616.00
8.3	City Meetings to Discuss Progress	\$ 2,248.00
8.4	Prepare Estimate and Define Site Requirements	\$ 2,070.00
8.5	Prepare Preliminary Design Documents	\$ 14,982.00
8.6	Preliminary Design Submittal	\$ 774.00
8.7	Address Comments and Update Design Documents	\$ 3,158.00
Task 9.0 Design Development (60%)		\$36,770.00
9.1a	Design Coordination Meetings	\$ 2,248.00
9.1b	Prepare Technical Specifications	\$ 3,648.00
9.1c	Prepare 60% Design Plans and Cross Sections	\$ 24,520.00
9.1e	City Constructability Review Checklist	\$ 562.00
9.1f	Value Engineering	\$ 562.00
9.1g	Prepare Construction Cost Estimate	\$ 912.00
9.1h	Full Document Review Between Consultants and City	\$ 1,474.00
9.1i	60% Design Document Submittal	\$ 1,124.00
9.1j	Address 60% Comments & Hold Resolution Meetings	\$ 1,720.00



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EXHIBIT "B-1"
Lump Sum Cost Per Task

TASK DESCRIPTION		SUBTOTAL
Task 10.0 Construction Documents (100%)		\$11,647.00
10.1a	Prepare 100% Design Plans	\$ 7,440.00
10.1b	Provide City AutoCAD Files	\$ 350.00
10.1c	Full Document Review Between Consultants and City	\$ 700.00
10.1e	Prepare Construction Cost Estimate	\$ 737.00
10.1g	100% Design Document Submittal	\$ 562.00
10.1h	Address 100% Comments & Hold Resolution Meeting	\$ 1,858.00
Task 11.0 Bid and Award (Sealed Final Documents)		\$6,910.00
11.1	Submit PDF Documents to Development Services	\$ 562.00
11.2	Address 100% Comments and Seal PDF Documents	\$ 3,262.00
11.3	Assist City in Preparation of Bid Form	\$ 562.00
11.4	Attend Pre-Bid Conference	\$ 700.00
11.5	Evaluate Substitutions or Equals with Recommendation	\$ 912.00
11.6	Prepare Addenda	\$ 912.00
Task 12.0 Owners Allowances		\$42,280.00
12.1	Security Components Around Site	\$ 18,800.00
12.2	UPRR Coordination	\$ 3,618.00
12.3	UPRR Legal Description and Exhibit (LD&E)	\$ 562.00
12.4	Reimbursable Expenses	\$ 4,000.00
12.5	Other Miscellaneous Unidentified Items	\$ 15,300.00
Subconsultant Tasks		\$ 54,399.00
Task 5.0	Preliminary Research (Consultant Registered Surveying)	
5.2	Survey Control and Topographic Survey - See Attachment A	\$ 11,630.00
Task 7.0	Geotechnical Investigations (Ninyo & Moore)	
7.3	Geotechnical Investigations and Report - See Attachment B	\$ 7,900.00
Task 9.0	Design Development (J2 Engineering & Environmental Design)	
Task 10.0	Construction Documents (J2 Engineering & Environmental Design)	
9.2 / 10.2	Landscaping and Drainage Design - See Attachment C	\$ 29,819.00
Task 9.0	Design Development (Wright Engineering)	
Task 10.0	Construction Documents (Wright Engineering)	
9.3 / 10.3	Lighting Design - See Attachment D	\$ 5,050.00
Subconsultant Tasks (Owners Allowances)		\$ 660.00
Task 12.0	Owners Allowances (Consultant Registered Surveying)	
12.3.1	Legal Description and Exhibit - See Attachment A	\$ 660.00
TOTAL FEE		\$194,793.00



EXHIBIT "B-2"
Hours and Rates

		Project Manager \$ 212.00	Senior Engineer \$ 175.00	Designer / Technician \$ 123.00	< PROJECT ROLE < HOURLY RATES	
TASK DESCRIPTION					TOTAL HOURS PER TASK	
Task 1.0 Project Description & Scope of Construction						
Task 2.0 Assignment						
Task 3.0 Project Schedule		8	0	0	8	
3.1	Production Schedule	4	0	0	4	
3.2	Update Production Schedule	4	0	0	4	
Task 4.0 Quality Control		14	2	0	16	
4.1	Quality Control Plan	4	2	0	6	
4.2	Quality Control Reviews at Each Submittal	10	0	0	10	
Task 5.0 Preliminary Research		2	8	6	16	
5.1a - 5.1g	Perform Document Search and Research	1	6	6	13	
5.1h	Survey Coordination	1	2	0	3	
5.2	Subconsultant - Survey - CRS					
Task 6.0 Utility/Agency Coordination		6	29	13	48	
6.1	Coordination with Utilities (PIPG)	1	4	2	7	
6.2	Identify Utility Conflicts	0	2	0	2	
6.3	Coordinate Design and Installation of Utilities	1	4	4	9	
6.6	Utility Submittals	1	5	5	11	
6.7	Utility Meetings	1	6	2	9	
6.8	Finalize and Review Utility Plans	1	4	0	5	
6.9	Construction Documents Coordination	1	4	0	5	
Task 7.0 Geotechnical Investigation		1	3	2	6	
7.1	Soil and Pavement Borings Coordination	1	1	0	2	
7.2	Incorporate Geotech Requirements into Bid Documents	0	2	2	4	
7.3	Subconsultant - Geotechnical - Ninyo & Moore					
Task 8.0 Programming / Preliminary Design (15%)		18	74	72	164	
8.1	Project Coordination with City	2	2	0	4	
8.2	Develop Site Plan	2	4	4	10	
8.3	City Meetings to Discuss Progress	4	8	0	12	
8.4	Prepare Estimate and Define Site Requirements	2	8	2	12	
8.5	Prepare Preliminary Design Documents	4	40	58	102	
8.6	Preliminary Design Submittal	2	2	0	4	
8.7	Address Comments and Update Design Documents	2	10	8	20	
Task 9.0 Design Development (60%)		29	130	64	223	
9.1a	Design Coordination Meetings	4	8	0	12	
9.1b	Prepare Technical Specifications	4	16	0	20	
9.1c	Prepare 60% Design Plans and Cross Sections	12	82	62	156	
9.1e	City Constructability Review Checklist	1	2	0	3	
9.1f	Value Engineering	1	2	0	3	
9.1g	Prepare Construction Cost Estimate	1	4	0	5	
9.1h	Full Document Review Between Consultants and City	2	6	0	8	
9.1i	60% Design Document Submittal	2	4	0	6	
9.1j	Address 60% Comments & Hold Resolution Meetings	2	6	2	10	
9.2	Subconsultant - Landscaping and Drainage - J2					
9.3	Subconsultant - Lighting - Wright Engineering					



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EXHIBIT "B-2"
Hours and Rates

	Project Manager	Senior Engineer	Designer / Technician	< PROJECT ROLE < HOURLY RATES
	\$ 212.00	\$ 175.00	\$ 123.00	
TASK DESCRIPTION				TOTAL HOURS PER TASK
Task 10.0 Construction Documents (100%)	9	43	18	70
10.1a Prepare 100% Design Plans	6	24	16	46
10.1b Provide City AutoCAD Files	0	2	0	2
10.1c Full Document Review Between Consultants and City	0	4	0	4
10.1e Prepare Construction Cost Estimate	1	3	0	4
10.1g 100% Design Document Submittal	1	2	0	3
10.1h Address 100% Comments & Hold Resolution Meeting	1	8	2	11
10.2 Subconsultant - Landscaping and Drainage - J2				
10.3 Subconsultant - Lighting - Wright Engineering				
Task 11.0 Bid and Award (Sealed Final Documents)	6	28	6	40
11.1 Submit PDF Documents to Development Services	1	2	0	3
11.2 Address 100% Comments and Seal PDF Documents	2	12	6	20
11.3 Assist City in Preparation of Bid Form	1	2	0	3
11.4 Attend Pre-Bid Conference	0	4	0	4
11.5 Evaluate Substitutions or Equals with Recommendation	1	4	0	5
11.6 Prepare Addenda	1	4	0	5
Task 12.0 Owners Allowances	45	108	80	233
12.1 Security Components Around Site	8	64	48	120
12.2 UPRR Coordination	6	12	2	20
12.3 UPRR Legal Description and Exhibit (LD&E)	1	2	0	3
12.3.1 Subconsultant - LD&E - CRS				
12.4 Reimbursable Expenses	0	0	0	0
12.5 Other Miscellaneous Unidentified Items	30	30	30	90
Totals	138	425	261	824

Team Member / Title	Project Manager	Senior Engineer	Designer / Technician
Randy Weyrauch	X		
Kevin Thomas		X	
Yogesh Patel		X	
Ajay Mothukuri			X
Teddy Valentin			X



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EXHIBIT "B-3"
Detail of Subconsultants Design Fee

Delaware Parking Lot		
	SUBCONSULTANT TASKS	Subs Fee
Task 5.0	Preliminary Research (Consultant Registered Surveying)	\$11,630.00
5.2	Survey Control and Topographic Survey - See Attachment A	\$11,630.00
Task 7.0	Geotechnical Investigations (Ninyo & Moore)	\$7,900.00
7.3	Geotechnical Investigations and Report - See Attachment B	\$7,900.00
Task 9.0	Design Development (J2 Engineering & Environmental Design)	\$29,819.00
Task 10.0	Construction Documents (J2 Engineering & Environmental Design)	
9.2 / 10.2	Landscaping and Drainage Design - See Attachment C	\$29,819.00
Task 9.0	Design Development (Wright Engineering)	\$5,050.00
Task 10.0	Construction Documents (Wright Engineering)	
9.3 / 10.3	Lighting Design - See Attachment D	\$5,050.00
	SUBCONSULTANT TASKS (OWNERS ALLOWANCES)	
Task 12.0	Owners Allowances (Consultant Registered Surveying)	\$660.00
12.3.1	Legal Description and Exhibit - See Attachment A	\$660.00
	TOTAL SUBCONSULTANT FEES	\$55,059.00



MAILING ADDRESS: 3370 N. Hayden, Suite #123, **P.M.B. 567**
Scottsdale, Arizona 85251

PHONE: (480) 620-1382

OFFICE ADDRESS: 8732 E. Piccadilly Rd.
Scottsdale, Arizona 85251

E-mail:

:csitterley-crs@cox.net

Attn: Randal P. Weyrauch, PE
NFra, Inc.
77 East Thomas Road, Suite 200
Phoenix, Arizona 85012

November 21, 2022

RE: Proposal for Land Surveying Services, City of Chandler, Design Topographic Survey AND
Surveying Control, Delaware Street, Chandler Blvd. south to Commonwealth Avenue.
Located in Section 34, Township 1 South, Range 5 East, G&SRM, Maricopa County.

The purpose of your project is to complete civil design improvements in the area described and shown on the attached and provided aerial exhibit(s) prepared by NFra and provided to CRS. Lateral topographic limits bounded by the shown aerial exhibit.

CRS will complete topographic observations sufficient to complete a competent Digital Terrain Model, addressing any grade breaks and drainage conditions, road tie-in locations and other terrain conditions. CRS will make observations on curbs, signs, roadway striping, valley gutters, walls, fencing, larger established vegetation, visible utility improvements, drainage improvements, and utility bluestake as may be visible. The topographic survey does NOT include invert elevations of sanitary sewer manholes or water valve nut elevations. The DTM, and all linework and point data will be processed in Land Development Desk Top 2007. CRS will provide an Autodesk 2007 format 3D line and symbols file, an Autodesk 2007 format TIN lines, contours, and DTM border CAD file, and an ASCII point file (comma delimited with point number, northing, easting, elevation, and description). The CAD layers will be completed to CRS common layers in Autodesk. CRS does not separate observed points out to different layers within CAD based on the coded features but uses daily observations for quality control purposes. CRS does not use any kind of agency standard CAD layering, symbols or point descriptions.

CRS will confirm City of Chandler vertical datum previously used when completing survey control for other past projects close to this site project. CRS will complete the observations in the horizontal datum using a previously used local combined grid-to-ground scale factor 1.000152653 as published for the GDACS plat MCR 669-47, point number 22107-1 there on. The vertical datum will be NAVD88 based on above stated Chandler published elevations for control monuments number 28a and 29. This scope of services does not include any kind of boundary survey, and it is assumed that any found street or sectional surveying monuments are already of record. CRS will be completing base mapping of the recorded old historic plat MCR 5-34 based on the existing found street monuments along Delaware Street. Base mapping by CRS will include and require title reports for Maricopa County Assessor Parcels (APN) 303-06-136 (being the parking lot zone, see MCR deed 1975-1212 being dkt 11455, page 242); APN 303-06-500 (non-deed defined small remnant Rail Road parcel); and APN 303-05-048A (Union Pacific Rail Road parcel with rails). CRS anticipates \$650.00 per title report from the title insurance company for a total fixed cost of \$1,950.00. CRS is not responsible for scheduling/delays for the time it takes for the title reports to be provided from the title company. CRS anticipates 2-3 weeks after ordering.

This scope of work does NOT include any preparation of legal descriptions or exhibits for transfer/creation of easements/right of ways/parcel interests as maybe needed. CRS invoices a fixed fee amount of \$660.00 per legal description with exhibit for any non-scope requests for legal description land surveying services.

(continued page 2)

ATTACHMENT A

CRS will provide a survey package with CAD files, ASCII point files, and DTM ".xml" data base files. The survey package will include rough plots sealed for the topographic survey representation of the 3D lines and symbols in the CAD file, including the developed 0.2' contour lines. CRS will seal a point listing sheets that indicate the ASCII point files provided. CRS will provide a survey report that provides information for any the horizontal and vertical control points found or set.

CRS estimates:

1. Field Control-survey 1-man field crew, 06 hours at \$110 per hour = \$660.00.
 2. Field Topo-survey 1-man field crew, 36 hours at \$110 per hour = \$3,960.00.
 3. Office Process Control-survey, research plat/boundary survey records and plot in CAD
04 hours at \$110 per hour = \$440.00.
 4. Office Process up to 3 Title reports, plot as needed schedule B documents in CAD and annotate.
06 hours at \$110 per hour = \$660.00.
 5. Office Process Topo-survey, complete DTM for site, and provide survey
package 30 hours at \$110 per hour = \$3,300.00.
 6. Base Mapping Fixed fee for 3 title reports at a rate of \$650.00 per title report = \$1,950.00.
 7. Allowance fee of 6 hours (4 field and 2 office) for site return by request of designer for
unforeseen additional miscellaneous items at \$110 per hour = \$660.00
- Total Title Report(s) plus 88 hours at \$110 per hour = \$11,630.00

CRS can complete this project scope of services for a not-to exceed fee of **\$11,630.00**, with daily reports provided for all professional services provided.

CRS is fully insured and will provide insurance certificates upon request. CRS can schedule the approved surveying services with a signature below.

Thank you for the continuing opportunity to be of service to NFra and to the City of Chandler.

Please attach and reference this proposal to any contract documents.

Submitted,
CONSULTANT REGISTERED SURVEYING



Carl Sitterley, President

Accepted,
NFra, Inc.

Name: Randy Weyrauch

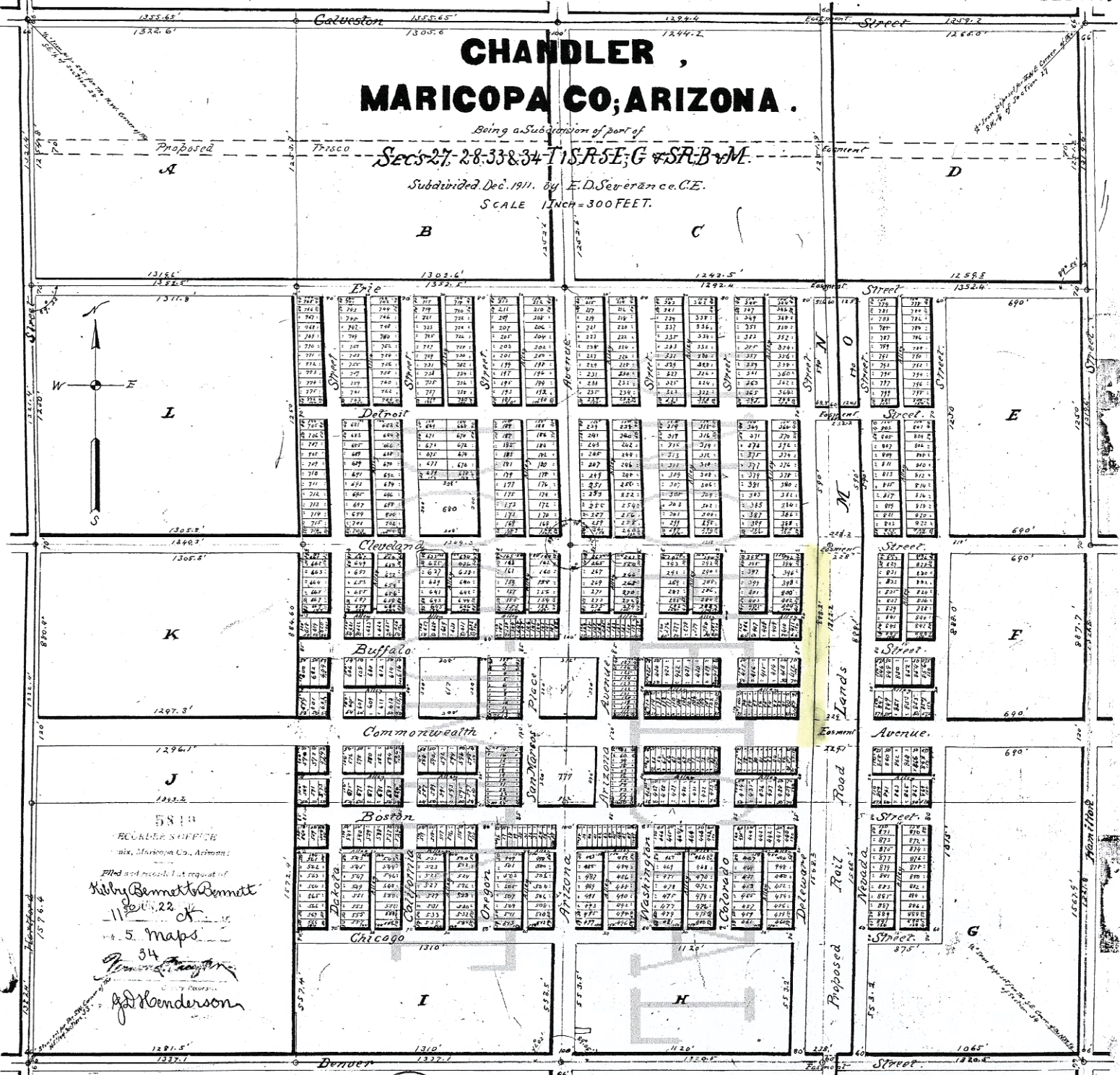
Title: Vice President

NFra Exhibit aerial attached and referenced hereon.
CRS printed historic plats attached for reference hereon.
MCR deed 1975-1212, being dkt 11455, pg 242.

CHANDLER, MARICOPA CO, ARIZONA.

Being a Subdivision of part of
Secs 27, 28, 33 & 34 T1S R5E, G & SR B & M.

Subdivided Dec. 1911, by E. D. Severance & Co. C.E.
SCALE 1 INCH = 300 FEET.



Filed and recorded at request of
Kitty Bennett Bennett
11-22-22
5 Maps
J. S. S. S.
J. S. S. S.
J. S. S. S.

County of Maricopa, Arizona.
Know all men by these presents, that the
Mess Improvement Company, a corporation, by its
President, A. J. Chandler, and its Secretary,
Dwight Outley, being the owner in fee, of the
South West quarter (27) of Section number twenty
seven (27) and the South East quarter (34) of Sec-
tion number twenty eight (28), and the North East
quarter (2) of Section number thirty three (33)
and of the North West quarter (3) of Section num-
ber thirty four (34), all located in Township one
(1) North of Range five (5) East of the Gila and
Salt River Basins, Maricopa County, Arizona,
State of Arizona, has caused the said property to
be surveyed, subdivided and platted, as shown on
the accompanying plat, which said premises shall
hereafter be known as Chandler, and hereby de-
clares that said plat sets forth the location and
gives the dimensions of all lots, blocks, Streets,
Avenues, Roads and Alleys constituting the said
Chandler, and that each lot, tract and block, and
each street, avenue and road shall be known by the
number or letter or name thereon given to each re-
spectively in said plat, and that the Mess Improve-
ment Company hereby dedicates to the public use all
streets, avenues, roads and alleys thereon shown,
but expressly saving and reserving to the said com-
pany, its successors & assigns the right to
lay, construct and maintain, service utility pipes,
ducts, conduits, electric light and telephone lines,
and Street Railways upon and within all said
streets, avenues, alleys and roads.

IN WITNESS WHEREOF, the Mess Improvement Com-
pany has caused these presents to be executed in
its corporate name by its President, and its cor-
porate seal to be hereto attached, attested by its
Secretary, this 8th day of May, 1912.

MESS IMPROVEMENT COMPANY,
A. J. Chandler,
President.

Attest:
Dwight Outley, Secretary.

State of Arizona, ss.
County of Maricopa, ss.
Before me, Jos. S. Janney, a Notary Public in
and for said County, Arizona, on this day personally
appeared A. J. Chandler, known to me to be the person
whose name is subscribed to the foregoing instrument
as President of the corporation described in the fore-
going instrument, and as such president acknowledged
to me that he executed the same for said corporation
for the purpose therein expressed as its free act and
deed, and by him voluntarily executed.

Given under my hand and seal of office this 21st
day of June, A.D. 1912.

Jos. S. Janney,
Notary Public.

SEAL
JOSEPH S. JANNEY
NOTARY PUBLIC
MARICOPA COUNTY, ARIZONA

My Commission expires Feb'y 5, 1916

State of Michigan, ss.
County of Wayne, ss.
Before me, Standish Beckins, a Notary Public in
and for said County and State, on this day personally
appeared Dwight Outley, known to me to be the per-
son whose name is subscribed to the foregoing in-
strument as Secretary of the Corporation therein de-
scribed, and as such Secretary he acknowledged to me
that he executed the same for said corporation for the
purpose therein expressed as its free act and
deed, and by him voluntarily executed.

Given under my hand and seal of office, this 8th
day of May, A.D. 1912.

Standish Beckins,
Notary Public.

SEAL
STANDISH BECKINS
NOTARY PUBLIC
WAYNE COUNTY, MICHIGAN

My Commission Expires Sept. 13, 1913.

AM

**DIVISION M
HANDLER GAR**
NORTHWEST QUARTER OF SECTION
RANGE 5 EAST OF THE G.&S.R.B.
COPHA COUNTY, ARIZONA

BRASS CAP IN HH.
NV COR. SEC. 34,
T.15, R.1E.

[illegible][illegible]

WATERLINE EASEMENTS

NUMBER	DIRECTION	DIST
L1	N 00°14'52" E	28.00'
L2	S 0°14'52" E	28.00'
L3	S 89°57'30" E	28.00'
L4	S 0°14'52" E	28.00'
L5	S 89°57'30" E	28.00'
L6	N 89°57'30" E	28.00'
L7	S 0°14'52" E	28.00'
L8	S 89°57'30" E	28.00'
L9	S 0°14'52" E	28.00'

ACKNOWLEDGMENT

STATE OF AZ)
 COUNTY OF MARICOPA)
 ON THIS _____ DAY OF February, 2008, before me, the undersigned, personally appeared McClintock, who acknowledged himself to be the person whose name is subscribed to the instrument within, and who executed the foregoing instrument for the purposes therein contained. IN WITNESS WHEREOF, I hereunto set forth my hand and official seal.

 Notary Public
 My Comm. Expires _____

TOTAL AREA:

4.2627 AC (PROPOSED NET)
 4.2627 AC (PROPOSED GROSS)
 4.8572 AC (EXISTING GROSS)
 PARCEL 2 = 2.8169 AC (PROPOSED NET)
 PARCEL 2 = 2.8169 AC (PROPOSED NET)

WINGFOOT GARDENS
 47-S MCR

CERTIFICATION

THIS IS TO CERTIFY THAT ALL ENGINEERING CONDITIONS AND REQUIREMENTS OF THE MARICOPA COUNTY ENGINEERING DIVISION ARE HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576, ARIZONA REVISED STATUTES.

BASES OF BEARINGS:

THE MONUMENT LINE OF CHANDLER BLVD FROM ASSUMED TO BE N 90°00'00" E, AS RECORDED IN THE PLAT OF VINGFOOT GARDENS, ACCORDING TO THE RECORDS OF MARICOPA COUNTY, ARIZONA.

UNSUBTITLED

BOOK 563 PAGE 48

RECORDS OF
 MARICOPA COUNTY RECORDER
 HELEN PRICELL

WINGFOOT GARDENS
 47-S MCR

WATERLINE EASEMENTS

NUMBER	DIRECTION	DIST
L1	N 00°14'52" E	28.00'
L2	S 0°14'52" E	28.00'
L3	S 89°57'30" E	28.00'
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ACKNOWLEDGMENT

STATE OF AZ)
 COUNTY OF MARICOPA)
 ON THIS _____ DAY OF February, 2008, before me, the undersigned, personally appeared McClintock, who acknowledged himself to be the person whose name is subscribed to the instrument within, and who executed the foregoing instrument for the purposes therein contained. IN WITNESS WHEREOF, I hereunto set forth my hand and official seal.

 Notary Public
 My Comm. Expires _____

TOTAL AREA:

4.2627 AC (PROPOSED NET)
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WINGFOOT GARDENS
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UNSUBTITLED

BOOK 563 PAGE 48

RECORDS OF
 MARICOPA COUNTY RECORDER
 HELEN PRICELL

WINGFOOT GARDENS
 47-S MCR

[illegible]

RECORDING REQUESTED BY

RLH - VI - 51193/311

DN114556 242

AND WHEN RECORDED MAIL TO

Name
Street
Address
City
State
Zip

RETURN TO:

TRANSAMERICA TITLE COMPANY
C/O LAVERNE HANKINS

By *[Signature]* County Recorder
Deputy Recorder
100
seal the day and year aforesaid.
From *[Signature]*
at request of
TRANSAMERICA TITLE
12 1975-8 00
et 11455
242-243
ess my hand and official
of Maricopa } SS
of Arizona }

294990

SPACE ABOVE THIS LINE FOR RECORDER'S USE

"NO TRANSFER FEE NECESSARY
EXEMPT U.S. 114556 242 A3

GRANT DEED

SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation,
Grantor, hereby grants to CITY OF CHANDLER, a municipal corporation
of the State of Arizona, Grantee, the following described real property
in the County of Maricopa, State of Arizona:

All that certain piece or parcel of land situate, lying
and being in the southwest quarter of Section 27 and the
northwest quarter of Section 34, all in Township 1 South,
Range 5 East, Gila and Salt River Base and Meridian, County
of Maricopa, State of Arizona, described as follows:

Beginning at the point of intersection of the southerly
line of Detroit Street (70 feet wide) with the westerly line
of land of Southern Pacific Transportation Company, said
southerly line being a line parallel with and distant 625.0
feet northerly, measured at right angles, from the southerly
line of said Section 27; thence southerly along said westerly
line and also the easterly line of Delaware Street (80 feet
wide), 1607.97 feet to a point in the center line of Commonwealth
Avenue (120 feet wide); thence easterly along said center line,
73.56 feet to a point in a line parallel with and distant 20.0
feet westerly, measured at right angles, from the original
located center line of said Company's main track (Chandler
Branch); thence northerly along last said parallel line, 1607.80
feet to a point in said southerly line of Detroit Street;
thence westerly along last said line 58.7 feet to the point
of beginning, containing an area of 2.43 acres, more or less.

EXCEPTING THEREFROM that portion of said property lying
below a depth of five hundred (500) feet measured vertically
from the contour of the surface thereof; provided, however,
that grantor, its successors and assigns shall not have the
right for any purpose whatsoever to enter upon, into or
through the surface of the property granted herein or any
part thereof lying between said surface and five hundred
(500) feet below said surface.

Subject to easements, covenants, conditions, reserva-
tions and restrictions of record.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed
this 25TH day of NOVEMBER, 1975.

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By *[Signature]*
(Title) VICE PRESIDENT

Attest *[Signature]*
Assistant Secretary

December 7, 2022
Proposal No. 12PHX02-04943

Mr. Randy Weyrauch, PE
NFra, Inc.
77 East Thomas Road, Suite 200
Phoenix, Arizona 85012

Subject: Proposal to Provide Geotechnical Engineering Services
Delaware Street Parking Lot Improvements
101 North Delaware Street
Chandler, Arizona

Dear Mr. Weyrauch:

Ninyo & Moore is pleased to submit this proposal to provide geotechnical engineering services for the above-mentioned project. This proposal is based on the information that we received from your office. It outlines our scope of services, project assumptions, anticipated schedule, and estimated fee for this phase of work.

SITE/PROJECT DESCRIPTION

The site is located at 101 North Delaware Street in Chandler, Arizona. The project consists of the design and construction of new parking lot pavement improvements, as well as drainage pipes associated with new basins.

SCOPE OF SERVICES

The scope of services we will perform for the project are summarized below:

- Review available published and in-house geotechnical reports, topographic information, soil surveys, geologic literature, and aerial photographs of the project area.
- Obtain City of Chandler permission to conduct the field work.
- Conduct a field trip to the site for geologic reconnaissance.
- Conduct a site visit to select and mark out the proposed exploration locations.
- Contact Arizona 811 to evaluate underground utility locations prior to drilling.

ATTACHMENT B

- Perform a geotechnical exploration consisting of drilling, logging, and sampling two exploratory borings to depths up to 10 feet below ground surface. The borings will be logged by a Ninyo & Moore employee and advanced with a truck-mounted drill rig using hollow-stem augers (HSAs).
- Collect soil samples in the borings for laboratory testing and analysis. Ninyo & Moore personnel will log the borings in general accordance with the Unified Soil Classification System and ASTM D2488 by observing cuttings and split-spoon samples. Bulk samples will also be placed in large plastic bags. The soil samples will be transported to a Ninyo & Moore laboratory for testing.
- Perform laboratory testing that will evaluate the on-site soil's index, strength and chemical characteristics.
- Prepare a geotechnical report for the project alignments that will include logs of the exploratory borings and results of the laboratory testing. The report will include a cover letter sealed by a Professional Engineer licensed in the State of Arizona. The report will include the following:
 - o Site vicinity map and boring location map;
 - o Description of work scope, laboratory, and field procedures;
 - o Encountered subsurface soil and groundwater conditions;
 - o Geologic hazards;
 - o Excavation characteristics of on-site soils;
 - o Bedding;
 - o Backfilling;
 - o Earthwork factors;
 - o Potential for re-use of on-site soils;
 - o Pavement rehabilitation alternatives;
 - o New pavement structural sections; and
 - o Discussion of soil corrosivity to steel and concrete.

ASSUMPTIONS

We have made the following assumptions in the preparation of this proposal:

- No traffic control services will be needed during our field work activities.
- The field work will be performed during daytime hours.
- No asphalt concrete coring is needed.
- The work can be accomplished using HSA operating at a normal rate of penetration.

ATTACHMENT B

- If auger refusal is encountered, we will terminate the drilling and notify your office.
- Ninyo & Moore will not need to obtain any environmental clearance as a part of this project.

SCHEDULE

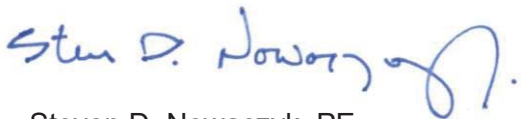
We are prepared to initiate this project immediately and could begin the field work within about three weeks after received right-of-entry permission and the fieldwork should be finished within one day. We anticipate issuing our report within about five weeks after the field work is finished. Preliminary geotechnical recommendations can be provided about one week after the field work is done.

ESTIMATED FEE

We propose to perform the work scope described above for an estimated fee of \$7,900 (Seven Thousand Nine Hundred Dollars). This estimated fee is based on the scope of services presented above and our understanding of the project. We will notify you if any additional services or charges are appropriate. To authorize our services, please sign and return the attached Work Authorization and Agreement.

We look forward to working with you.

Respectfully submitted,
NINYO & MOORE

A handwritten signature in blue ink, reading "Steven D. Nowaczyk".

Steven D. Nowaczyk, PE
Managing Principal Engineer

SDN/hmf

Attachment: Work Authorization and Agreement



ATTACHMENT C

December 12, 2022

Randy Weyrauch, PE
Nfra Inc.
77 East Thomas Road, Suite 200
Phoenix, AZ 85012

Re: ST2308 Delaware Street Parking Lot (revised)

Mr. Weyrauch,

J2 Engineering & Environmental Design, LLC is pleased to submit this fee proposal for landscape architecture and drainage engineering design services for the Delaware Street Parking Lot Improvements in the City of Chandler. We are excited to continue our outstanding working relationship with Nfra on this project. J2's efforts will be focused on landscape, irrigation, and drainage engineering services.

Thank you for including J2 on your team. We are ready to begin work upon Notice to Proceed. Please do not hesitate to reach out should you have any questions.

Sincerely,

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

Jeffrey Velasquez, PLA, ASLA
Vice President, Principal Landscape Architect
jvelasquez@j2design.us
J2 Engineering & Environmental Design, LLC

ATTACHMENT C

DERIVATION OF COST PROPOSAL: DESIGN SERVICES

Delaware Street Parking Lot, City of Chandler

Prepared for Nfra

Prepared by J2 Engineering and Environmental Design, LLC

Direct labor and rates

Classification	Hours	Current Rates	Total
Principal QA/QC	4	\$207.31	\$829.24
Project Engineer - Sr.	16	\$182.92	\$2,926.72
Project Engineer	26	\$133.47	\$3,470.22
Senior Project Landscape Architect	13	\$184.28	\$2,395.64
Project Landscape Architect	36	\$126.53	\$4,555.08
Senior Designer	66	\$119.73	\$7,902.18
Designer	102	\$75.88	\$7,739.76

Total Hours 263 **Total Direct Labor** \$29,818.84

Total Labor: \$29,819

Total Labor and Overhead: \$29,819

Direct Expenses	Expenses	Total
Printing, Reproduction, Reprographics, Supplies Etc.	* None - Included in Overhead *	\$0.00

Total Direct Expenses \$0.00

Subconsultants to J2:

(None) \$0

Total Outside Services: \$0

Subtotal Cost J2 \$29,819

Total Cost: \$29,819

J2 Engineering and Environmental Design LLC

Jeffrey Velasquez, PLA, ASLA
Vice President

12-12-22

Date

ATTACHMENT C

Delaware St. Parking Lot Fee Schedule

12/12/2022

J2 Engineering and Environmental Design, LLC

Task Number	Task:	Principal QA/QC	Project Engineer - Sr.	Project Engineer	Senior Project Landscape Architect	Project Landscape Architect	Senior Designer	Designer	Total
1.0	Meetings								
101	Kick-Off Meeting (1)		2			2			4
102	Design Review Coordination Meeting (1)		2			2			4
2.0	Landscape & Irrigation Plans								
201	Site Inventory: Existing Trees and Irrigation System					4	4		8
202	Landscape & Irrigation Materials Coordination with City				1	2			3
203	Landscape General Notes, Qty, & Materials Sheet				1	2	6	10	19
204	Planting Plan (20-scale, double-stacked)				2	4	6	12	24
205	Planting Details (1 Sheet)				1	2	6	12	21
206	Irrigation General Notes, Qty, & Materials Sheet				1	2	6	8	17
207	Irrigation Plan (20-scale, double-stacked)				2	4	6	12	24
208	Irrigation Details (2 Sheets)				1	5	8	8	22
3.0	Drainage Report and Plans								
301	Preliminary Drainage Report	1	4	6			4	4	19
302	Final Drainage Report	1	2	4			4	2	13
303	Drainage Design Plan (20-scale, double-stacked)	1	1	6			8	16	32
304	Drainage Details (1)	1	1	4			4	10	20
4.0	Project Specifications								
401	Technical Specifications (60%, 100% and Final)		2	4	2	4			12
5.0	Opinion of Probable Construction Costs								
501	Cost Estimate (15%, 60%, 100% and Final)		1	2	2	2	4	8	19
6.0	Pre-Bid Meeting								
601	Pre-Bid Meeting (1)		1			1			2
	Grand Total Design:	4	16	26	13	36	66	102	263

ATTACHMENT C

J2 Design Scope of Work (revised 12/12-2022)

Delaware Street Parking Lot Improvements: Downtown Chandler

Description of Project: The Delaware Street Parking Lot will consist of parking lot improvements on the east side of Delaware Street in Downtown Chandler, between Chandler Blvd. and Commonwealth Avenue. J2 Engineering & Environmental Design's scope of services will be focused on landscape, irrigation, and drainage engineering improvements. The City of Chandler (COC) intent is to reconstruct the parking area to provide approximately 120 stalls with landscaping and drainage improvements. COC also wants to keep the existing overhead power at the south end of the lot for a future underground project; the design team will need to provide a corridor for this line.

J2 Proposed Construction Document Sheets: 9

Landscape General Notes, Quantities, and Materials Schedule (1)

Planting Plan at 1"=20' scale (plan view double stacked) (1)

Planting Details (1)

Irrigation General Notes, Quantities, and Materials Schedule (1)

Irrigation Plan at 1"=20' scale (plan view double stacked) (1)

Irrigation Details (2)

Drainage Improvement Plan at 1"=20' scale (plan view double stacked) (1)

Drainage Engineering Details (1)

This J2 Scope of Work document is intended to supplement and further define the Project Scope of Work submitted by Nfra.

J2 SCOPE OF WORK

Task 1.0

Meetings

J2 shall attend a Kick-Off meeting at the start of the project. J2 shall have two people in attendance. Kickoff may occur at COC or be virtual.

Design Coordination Meeting: J2 shall attend a design review coordination meeting during the course of design. Meeting may be at COC or at Nfra, or may be virtual.

Task 2.0

Landscape and Irrigation Plans

(See above-noted Proposed Construction Document Sheets for number of sheets).

1. J2 shall inventory existing trees, located via survey and catalogue to determine if they are to remain in place or removed. J2 shall identify the tree species, record the caliper, ascertain the general health, and record the viability for survival given construction activities.

J2 shall review existing irrigation water meters, valves, mainline, controllers, and other major irrigation infrastructure locations to determine potential for salvage. Locations shall be derived from as-built and design plans provided by the CITY combined with survey and existing conditions observation. J2 shall overlay the existing irrigation location with improvement plans. The design team intent will be to provide a new drip irrigation and controller system, however, J2 staff will inventory existing elements.

ATTACHMENT C

2. J2 shall coordinate with the CITY to determine the desired types of plant material, inert material, and irrigation equipment. J2 shall coordinate with the CITY on the identification of areas within the project area to receive landscape and irrigation as well as existing landscape and irrigation to be protected in place.
3. J2 shall prepare Landscape Plans. J2 shall coordinate with existing streetscape conditions to maintaining and enhance existing landscaping and groundcover. The plans shall include the following:
 - a. 15% plan – conceptual location and species of proposed new trees and shrubs and existing trees to remain.
 - b. 60%, and , 100%, and Final plans –revised conceptual location of proposed new trees and shrubs and existing trees to remain, plant schedule, plant quantities, landscape notes, and landscape details.
4. J2 shall prepare Irrigation Plans and Details. Potable water shall be used for irrigation. J2 shall coordinate with City and Nfra for new connections and maintenance of existing irrigation systems. J2 shall prepare water meter applications, when applicable. The plans shall include the following:
 - a. 60%. and , 100%, and Final plans - - locations of existing infrastructure to remain in place and newlocations of laterals, water meter, mainline, and valves,irrigation quantities, irrigation emitter schedule, irrigation notes, and irrigation details shall be shown.
5. The following deliverables shall be submitted to Nfra by J2 at the following submittal stages:

60%, 100%, and Final Deliverables:
 - Plans: The J2 Team shall provide PDF plans to Nfra at full-size (24x36). Cad Files shall also be provided.
 - Technical Specifications: Specifications shall be prepared and delivered in both PDF and Word Document format. The City is responsible for all reproduction and distribution of plans beyond these deliverables.
 - Opinion of Probable Construction Cost (OPC): The J2 Team shall provide an OPC in Excel and PDF format.

Task 3.0

Drainage Report and Plans

(See above-noted Proposed Construction Document Sheets for number of sheets).

1. J2 Design shall develop a Drainage Report for the site improvements. J2 staff will coordinate with Nfra and COC staff. Preliminary Drainage Report will be submitted at the 60% design stage with final to be submitted at 100% stage. At the 15% concept plan stage, J2 will provide a drainage concept scheme to be included in the team deliverable.
2. Drainage Engineering Plan shall be provided in the design set. Plan and details shall include basins, scuppers, and drainage elements.

ATTACHMENT C

Task 4 Specifications

1. J2 Design shall submit technical specifications related to Drainage, Landscape and Irrigation at the 60%, and 100%, and Final submittal stages. Specifications shall be in City standard format.

Task 5 Opinion of Probable Construction Cost

1. J2 Design shall submit opinion of probable construction costs related to Drainage, Landscape and Irrigation at the 15%, 60%, and , 100%, and Final submittal stages.

Task 6 Pre-Bid Meeting

1. J2 Design shall attend and actively participate in a pre-bid meeting. J2 shall address questions related to the drainage, landscape and irrigation construction documents.

Design Assumptions & Exclusions:

1. The City shall make available to the Design Team existing available data, as-builts, GIS files, and records relevant to the site that the City has available.
2. The J2 Team is not providing or producing any environmental, cultural, or biological investigations or clearances.
3. The J2 Team is not designing or extending any water, sanitary sewer, or other utilities.
4. The J2 Team has not included any Permit fees.
5. Post Design/Construction Support services are not included in this scope of services and may be part of a separate contract if required.

* * *

December 7, 2022

NFra, Inc.
77 E. Thomas Road
Suite 200
Phoenix, Arizona 85012

Re: **ST2308 COC Delaware Parking Lot Lighting Design**

Attn: Randy Weyrauch, P.E.

Dear Randy,

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

Parking Lot Lighting & Electrical Design Scope of Services:

1. Coordinate design with owner, and landscape architect as required.
 - a. Project coordination will be performed via email and telephone calls, no in-person meetings are included in this scope.
2. Design the electrical power system to meet local codes and requirements.
3. Prepare photometrics for site lighting per City of Chandler requirements.
4. Prepare 24" X 36" electrical construction drawings including an overall site plan showing all new equipment for an approx. 120 stall parking lot to include the following in one plan set:
 - a. SES
 - b. Control Equipment
 - c. Pole Mounted Lighting
 - d. Power to Irrigation Controller
5. Prepare necessary elevation view and installation details of the equipment listed above to help determine layout and size.
6. Prepare load calculations and single line diagram.
7. Prepare panel schedule and other electrical installation details as required.
8. Prepare a conduit and wire table showing all power conduits and wire for equipment listed above.
9. Prepare system fault current and voltage drop calculations as required.
10. Perform in-house QAQC review and modifications.
11. The above plans will be provided to client for submittal review and comment. Submittals will be made via email in digital PDF format. Client will print, copy and submit to the City and owner as needed.
12. Up to one set of base drawing changes or updates will be included in this engineering cost proposal. Incorporating any additional base drawing

ATTACHMENT D

changes will incur additional cost at the rates noted under additional services.

13. Municipal review comments will be responded to and addressed.
14. Allowance: Prepare structural calculations for one pole foundation type.

Responsibilities of Others:

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

Final Deliverables:

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

Engineering Fee:

The above services will be provided as follows:

Parking Lot Lighting & Electrical Design Services: **\$4,550** (Lump Sum)

Allowance: Structural Calculations: **\$500** (Lump Sum)

Note: Any engineering or services fees requested to be paid by credit card will be charged an additional 4.25% for processing.

Additional Services:

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

Principal	\$180/hour	Designer	\$115/hour
Senior Engineer	\$160/hour	Draftsman	\$105/hour
Engineer	\$135/hour	Secretary	\$65/hour

Billing:

We will bill you on a monthly basis for these services. Payment terms are Net 30 days. This proposal will be valid for the next 90 days. If you have any questions, please contact us at your earliest convenience.

ATTACHMENT D

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

Sincerely,



Aaron Kutchinsky, P.E.
Wright Engineering Corporation

I have received and read Appendix 'A' and agree to all terms and conditions as outlined in Appendix 'A' and this proposal. By signing, the proposal becomes the agreement and is executed.

Accepted this 7th day of December, 2022

NFra Inc.

(Company Name)

Randal Weyrauch

(Signature)

Randal Weyrauch

(Print or Type Name)

Vice President

(Title)

The Client agrees that the technical methods, techniques, and pricing information contained in any proposal submitted by Wright Engineering pertaining to this project or in this Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of Wright Engineering.

Client Billing Information:

Contract/AP Contact Name: Randal Weyrauch

Address: 77 E. Thomas Road, Suite 200, Phoenix, AZ 85012

Business Phone: 602-443-6066 Mobile Phone: 602-703-3293

Email: rweyrauch@nfrainc.us

It is our desire to keep communication flowing freely. To contact us for contract information or accounts payable information, please email Cami Penrod at cpenrod@wrightengineering.us or call us at 480-497-5829.



NFRAI-1

OP ID: TA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stuckey Ins & Assoc Agencies 2850 E Camelback Rd, Suite 325 Phoenix, AZ 85016 Mary Lodwick		602-264-5533		CONTACT NAME: Teresa Alvarado	
				PHONE (A/C, No, Ext): 602-264-5533	FAX (A/C, No): 602-279-9336
				E-MAIL ADDRESS: teresa.alvarado@stuckeyinsurance.com	
				INSURER(S) AFFORDING COVERAGE	
				INSURER A: Hartford Casualty Insurance Co	
				INSURER B: Twin City Fire Ins Co	
				INSURER C: Hartford Fire Ins Co	
				INSURER D:	
				INSURER E:	
				INSURER F:	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		84SBWBV6109	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			84SBWBV6109	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10000			84SBWBV6109	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	84WEGNQ7012	09/01/2022	09/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			59OH0394142-22	09/01/2022	09/01/2023	Per Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability - Claims Made - Retro date Full prior acts
Re: ST2308; Delaware Parking Lot
City of Chandler is named as additional insureds as respects to general liability.

CERTIFICATE HOLDER City of Chandler 215 E Buffalo St Chandler, AZ 85225	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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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.