



PROFESSIONAL SERVICES AGREEMENT
Design Services
CAP AZ WATER PRODUCTION FACILITY SITE IMPROVEMENTS
Project No. WA1802.201
Council Date: July 20, 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 **Stantec Consulting Services, Inc.**, a New York 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 **CAP AZ WATER PRODUCTION FACILITY SITE IMPROVEMENTS** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.
- B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.
- C. City desires to enter into an Agreement with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Consultant agree as follows:

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **240** 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 **\$213,800** 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: Sandy Story, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3588 Email: Sandra.story@chandleraz.gov		
To Consultant:	LEGAL COMPANY NAME:		Stantec Consulting Services Inc.
	Mailing Address:		3133 W. Frye Road, Suite 300 Chandler, AZ 85226
	Physical Address:		
	Statutory Agent Name:		Corporation Service Company
	Statutory Agent Mailing Address:		8825 N. 23rd Avenue, Suite 100 Phoenix, AZ 85021
	Statutory Agent Physical Address:		
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE		
	Name:	Maria Brady	
	Title:	Sr. Principal, Water	
	Phone:	480-231-0465	
	Email:	Maria.brady@stantec.com	

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final Agreement payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its Agreements with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or

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

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

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

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

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

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

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

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

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for

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

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

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

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

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

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

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

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

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

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

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

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

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

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

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

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

MAYOR

RECOMMENDED BY:

 Digitally signed by Kimberly Moon
DN: C=US, E=Kimberly.Moon@ChandlerAZ.gov,
O=City of Chandler, OU=Capital Projects Division,
CN=Kimberly Moon
Date: 2023.06.27 15:34:06-07'00'

Kimberly Moon, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney 

ATTEST:

City Clerk Seal

Signature  Digitally signed by Maria Brady
DN: C=US, Date
E=maria.brady@stantec.com,
O=Stantec Consulting Services
Inc., OU=Water, CN=Maria
Brady

Print Name Date: 2023.06.27
14:27:50-07'00'

Title

maria.brady@stantec.com

Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

WA1801.201 - CHANDLER CAP ARIZONA WPF SITE IMPROVEMENTS

EXHIBIT "A"

SCOPE OF SERVICES/SCHEDULE

1. PROJECT DESCRIPTION & SCOPE:

- 1.1. Stantec Consulting Services Inc (Stantec) will provide services for the design, permitting, and development of construction documents, and may provide additional services for specified construction administration, if requested by the City of Chandler (City) for the development of approximately 90,000 SF (~ 2 acres) of an existing water production facility for the drilling of a Salt River Project (SRP) well located at 350 East Chilton Drive, Chandler, Arizona more specifically described herein below.
- 1.2. The purpose of this project is to design site improvements for a proposed SRP well on Chilton Dr. The project will follow City design guidelines for grading, drainage, structures, and other applicable standards. The existing site footprint will be expanded, graded, and include drainage and perimeter wall improvements.
- 1.3. The project investigation and design will be paid on a time and materials basis not to exceed \$201,915 (see Exhibit B).
- 1.4. An allowance of \$15,000 has been included to address any unforeseen additional costs or minor scope modifications that may be required for the City. Use of the allowance will be solely at the discretion of the City and will only be utilized if directed by the City Project Manager.
- 1.5. Stantec will provide design services for site grading & drainage and wrought iron fencing. It is anticipated that impacted landscaping will be removed and disposed of. In general, Stantec proposes to collect site data to prepare base mapping that will include the utilities, property data and general information about the existing conditions. Stantec will then prepare a design report, proposed demolition plan, grading & drainage plan, fencing plan and produce a 30% submittal. This submittal will be reviewed with the City to confirm site preparation efforts, property owner coordination, right-of-way requirements, and general concurrence from the City to proceed with the design. Design will then commence to a pre-construction set of plans and specifications known as the 90% submittal. These plans and specs will be submitted to the City for review. Comments will be incorporated into the pre-final "permitting" submittal and submitted to the City Development Services Department for environmental and installation permits. Upon receipt of the permit comments, Stantec will conduct a comment resolution meeting with City staff and permit reviewers to resolve comments. Final plans will be prepared for construction and submitted to the City. Stantec will provide bid assistance.

2. ASSIGNMENT:

- 2.1. The design contract has been awarded to Stantec based on our proposed personnel and selected consultants. Those persons listed in Exhibit B are key personnel for this project. 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. The overall schedule for the project is 237 calendar days from the Notice to Proceed.
- 3.2. Stantec will adhere to the Project Schedule described herein and such schedule will not be modified or deviated from without written consent of City. Stantec will revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule if feasible. Stantec will take reasonable actions necessary to get the project back on schedule and City will cooperate to assist Stantec.

Deliverables:

- Design Project Schedule in PDF format.

4. QUALITY CONTROL:

- 4.1. Stantec will maintain records of reviews conducted for all deliverables, roles and responsibilities for team members, procedures for checking calculations and other work products, and use of project tools to include activities needed for preparation of detailed design work and construction documents.

5. PROJECT MANAGEMENT, PROGRESS REPORTS, AND INVOICES:

- 5.1. Invoices and Progress Reports
 - a. Stantec will prepare monthly invoices and progress reports. All efforts will be billed on a time and materials basis. The invoice will identify the contract number and use the City standard invoice request form.
 - b. Formal progress reports will document work completed during the previous month, anticipated work upcoming in the current month, outstanding project issues requiring resolution and project schedule status. Progress reports will document percent complete for each individual work task assigned. When 75% of budget is expended, a specific notice will be included to alert the City.

Assumptions:

The level of effort for these activities is estimated at three (3) hours a month.

5.2. Meetings

- a. **Project Kickoff:** Stantec will lead a one (1) hour in-person meeting with the City to be attended by the Project Manager, Project Technical Lead, and Project Engineer to kick off the project and review the schedule.
- b. **Coordination meeting(s) with utility owners:** Stantec will conduct up to two (2), one (1) hour virtual or in person coordination meetings with the City and utilities to address coordination requirements with the affected utilities. These meetings will be attended by Project Technical Lead and Project Engineer
- c. **30% Design Review Meeting:** Stantec will lead a one (1) hour in-person meeting with the City to review project status as noted in Section 11. This meeting will be attended by the Project Manager, Project Technical Lead, and Project Engineer.
- d. **Coordination meetings with City:** Following the 30% comment resolution meeting until the 90% submittal, Stantec will conduct three (3) meetings with City Project Manager and staff. Meetings are anticipated to be 30-minute virtual meetings with Stantec Project Manager, Project Technical Lead, and Project Engineer. A decision log will be updated during these meetings, but formal meeting minutes will not be required.
- e. **90% Comment Resolution Meeting:** Stantec will lead a one (1) hour in-person meeting with the City to review responses to MUD comments as noted in Section 11. This meeting will be attended by the Project Manager, Project Technical Lead, Project Engineer, and Design Technician.
- f. **Permitting Submittal Comment Resolution Meeting:** Stantec will lead a one (1) hour virtual meeting with the City to review final comments as noted in Section 11. This meeting will be attended by Project Technical Lead and Project Engineer.

Assumptions:

The City will be paying permit fees directly.

Deliverables:

- Meeting agendas, meeting minutes, and any additional materials necessary for meeting discussion.

5.3. Project Coordination

- a. Stantec will coordinate with team, subcontractors, and governmental entities and/or utility owners including, but not limited to Chandler, Mesa, SRP, and Maricopa County

to deliver a successful completion of design, plan delivery, and permitting, of the site improvements.

Assumptions:

No public outreach or public meetings will be required for this project.

6. PRELIMINARY RESEARCH:

6.1 For preliminary research before preparing the project design, Stantec will:

- a. Perform a document search for rights-of-way.
- b. Perform a document search for survey ties and benchmarks.
- c. Perform a document search for City policies, regulations, standards, design manuals, and requirements, etc. relevant to project.
- d. Perform a document search for utility as-builts.
- e. Research all utility companies/agencies and acquire all available as-built and utility records.
- f. Investigate existing conditions, make measured drawings as part of design, verify accuracy that drawings reflect data provided, and incorporate information provided by the City and utilities.
- g. Stantec will coordinate with the City to verify whether pedestrian access to the Western Powerline Trail and if fire access to the Discovery At Daybreak (MCR# 268-08) neighborhood will need to be maintained.

Assumptions:

It is assumed that no utility improvements to the Chandler water distribution system is necessary.

Pre-design coordination regarding the bike trail pedestrian access and with the fire department regarding the fire access to Discovery at Daybreak will be conducted by others.

It is assumed that there will be no improvements to the pavement or the drainage channel from East Chilton Drive to the existing south CMU wall at the site.

7. UTILITY/AGENCY COORDINATION:

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

- 7.2. Stantec will identify potential utility conflicts during the initial stages of the design process.
- 7.3. Stantec will 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.
- 7.4. It is not anticipated that any utilities will require relocation to accommodate the site improvements. However, if required, Stantec will provide easement recommendations for these utilities early in the design stage of the project and provide necessary information to others. If utility relocation is required, it is assumed that the utility will complete the design and construction in advance of the site improvement construction. Legal descriptions can be added under the Owner's Allowance if so directed by the City.
- 7.5. Stantec will track utility coordination requirements for utilities that do not require relocation but do require protection in-place and/or other special conditions.
- 7.6. Stantec will collect and log letters of "no conflict" from utilities as identified by the utility.
- 7.7. Stantec will conduct utility meetings to coordinate relocations with utility/agency and establish relocation schedules, if required. A maximum of two 1-hr meetings have been assumed for the project technical lead and for the project engineer.
- 7.8. Stantec will follow-up with the final design submittal for utility construction and coordination with the bid documents.
- 7.9. Stantec will incorporate the utility/agency private developer construction requirements into the bid documents.

8. SURVEY:

- 8.1. Stantec will collect the topographical and right of way survey for the project site. Conventional ground-based data collection shall include existing conditions along the entire alignment including existing utility locations, existing features (walls, buildings, irrigation channels, etc.), right of way delineation and existing ground elevations up to 50-feet on all sides of the proposed site improvement footprint.
- 8.2. Control points will be established for horizontal and vertical datum to be used as baseline for design and construction. Stantec will provide base mapping showing the control points and existing conditions as established by the survey.

Assumptions

- The Horizontal Datum and Vertical Datum will be based on the City's UDM system.

- The Vertical Datum will be based on NAVD 88 with ties to City of Chandler Benchmarks as available
- 8.3. Stantec will provide one (1) legal description for the parcel regarding the expansion of the existing parcel already owned by the City.

Assumptions

- Excluded is the negotiation, legal paperwork, and fees associated with the any legal transfer of ownership or platting of easement that may be required. This shall be performed by the City or preferred subcontractor if requested by City.
- It is assumed that no private party easements will be required.
- No utility ROW documents have been assumed to be required but can be provided if requested by the City.

Deliverables:

- All deliverables will be provided in pdf form electronically.
- Additionally the native files will be provided upon project completion, if requested:
 - 2D/3D CAD Base-map in AutoCAD Civil 3D format
 - DTM Surface in AutoCAD Civil 3D format
 - .xml surface data
 - One (1) legal description of parcel
 - Georeferenced Ortho Image, (0.32-pixel aerial form Maricopa County dated 2020)
 - ASCII Point Files

9. GEOTECHNICAL INVESTIGATION:

- 9.1. Stantec has selected Alpha Geotechnical & Materials (Alpha) to provide geotechnical investigation. Alpha will provide recommendations for construction for the existing ground conditions. Stantec will work with Alpha to establish a boring locations map.
- 9.2. Sub-surface soil conditions, established by the geotechnical investigations, will be incorporated into the bid documents in a manner usable to the excavation and foundation bidding and construction.
- 9.3. The geotechnical investigation will consist of 2 borings with advanced to depths of 10 to 15 feet or auger refusal and an infiltration test. It is anticipated that the 2 to 4

feet of material will be removed from the retention site and the infiltration test conducted at that depth. Laboratory tests will be performed on the samples and results put into report format. Additional details can be found in the proposed Alpha proposal. Details will be finalized prior to proceeding with the work.

Deliverables:

- Geotechnical Report

10. FIELD SITE VISITS:

- 10.1. Stantec will conduct one (1) site visit consisting of walking the entirety of the project alignment to confirm survey, note needed additional survey, verify that existing conditions, and identify any conditions that could potentially affect the project. The Project Engineer and the Designer will conduct the field visit. The site visit will precede the 90% submittal to verify existing conditions have been correctly captured on the plans.
- 10.2. Stantec has selected AI Field & Associates (AI Field) to pothole specific utility locations. AI Field has noted that a minimum of 12 holes will be required for the provided per hole pricing; therefore, per hole cost may be more than listed, but the total will not exceed the proposal estimate.

Assumptions:

- The site visit, with travel time, will have a total duration of four (4) hours each to be attended by Project Technical Lead and Project Engineer

11. DESIGN DOCUMENTS

11.1. Design Report:

- a. Stantec will prepare a Design report, including drainage calculations, to document technical and engineering decisions which will be used as the basis for development of detailed design. This will be prepared for submission for permitting applications.

11.2. Design Drawings

- a. Stantec will prepare base maps from survey, existing conditions, and utility record drawings.
- b. Stantec will develop a Civil 3D base file for the design drawings from spot elevation information, benchmarks, and data collected during the topographic survey. This will be updated upon utility coordination meetings and Bluestake markings picked up.

- c. Stantec will prepare plan, profile, and detail drawings for the project site including trenching, pavement and surfacing, pipe locations, and relevant information obtained through the Survey, Geotechnical borings and field investigation, and Utility Coordination and pothole investigation tasks.
- d. Drawings will be prepared in AutoCAD Civil 3D version 2021.
- e. It is assumed that 22" x 34" sheets will be used with plan and profile sheets using a scale of 1" = 20' horizontal and 1" = 2' vertical. It is estimated that 14 sheets will be required for the project (see attached table).

Table 1 - Chandler CAP Arizona WFP Drawing List		
Sheet #	Dwg #	Title
General		
1	G-1	Cover Sheet - Site View, Vicinity map & Drawing Index
2	G-2	Project Notes
3	G-3	Abbreviations and Legends
4	G-4	Survey Control
Civil		
5	C-1	Site and Location Plans
6	C-2	Demolition, Abandonment, and Removals Plan
7	C-3	Grading and Drainage Plan
8	C-4	Access Road and Wrought Iron Fence Layout
9	C-5	Storm Drain Plan and Profile
10	C-6	Civil Details I
11	C-7	Civil Details II
Structural		
12	S-1	General Structural Notes
13	S-2	Screen Wall Sections and Details
14	S-3	Miscellaneous Details I

11.3. Specifications

- a. Stantec will prepare technical specifications based on City of Chandler Standard Details, MAG Standard Details, and Stantec CSI specifications in that order.

11.4. Engineer's Opinion of Construction Cost (OPCC)

- a. Stantec will develop a schedule of values and an AACE Class 2 Estimate for the construction elements.

Deliverables

- Electrical engineering service, namely site lighting and security, will be provided by SRP during well drilling and equipping. Therefore, no electrical design services by Stantec will be required.
- Stantec will prepare a 30% submittal which will consist of a draft design report, base mapping, demolition plan, grading and drainage plan, and a draft OPCC for City staff and Development Services review in a one (1) hour progress meeting. The City will have twenty (20) business days for review.
- Stantec will update the plans, specifications, OPCC, and design report incorporating 30% comments from the City. Stantec will prepare an 90% submittal which will consist of plans, specifications, design report, and an updated OPCC. The City will have twenty (20) business days for review. Upon receipt of comments Stantec will review all comments and provide a preliminary response. Stantec will then hold a comment resolution meeting with the City as noted in Section 5 to address and finalize any issues.
- Stantec will update the plans, specifications, OPCC, and design report incorporating City comments. Stantec will prepare a pre-final submittal for permit review by the City Development Services and MCESD (if necessary). All plans, OPCC, calculations and specifications will be stamped. It is anticipated that City Development Services and MCESD (if necessary) will provide comments within approximately twenty (20) working days. However, this element is not entirely within Stantec control and schedule may need to be modified. If required due to comments, Stantec will revise and resubmit plans or specific sheets to permitting entities for approval to construct.
- Upon receipt of all comments, Stantec will review comments and provide preliminary responses in a comment response log and update the plans, permitting submittal, and specifications as needed. Stantec will hold a comment resolution meeting with the City as noted in Section 5 to review comments and document final design plan changes.
- Stantec will provide final design report, final plans, specifications, and OPCC ready to Issue for Construction (IFC) and bidding.
- All deliverables will be provided in pdf form electronically. Each subsequent deliverable will include response to comments from prior submittals.

Assumptions:

- Plans will be submitted at 30% to both the City and Development Services. The intent at 30% is to base mapping, review pavement and surface treatments, stormwater conveyance and retention design, wrought iron fencing, and grading design of the site to proceed to 90% submittal.
- Submittals to Development Services are on-line and require 20 days for review.
- 30% and 90% will be submitted in electronic format only.

12. JOC COORDINATION & GMP DEVELOPMENT:

- 12.1. If applicable, this project may be constructed using a job order contract with one of the City's pre-selected contractors. It is anticipated that the JOC will be selected prior to the 30% submittal and will participate in the reviews of the plans and specifications.
- 12.2. Stantec will visit the site with the Contractor to review the site and the initial work effort during the plan preparation to allow Contractor input on the constructability issues for the project and to solidify level of effort for GMP.
- 12.3. Assist JOC in the preparation of schedule of values. This schedule of values will be used in the development of the OPCC as well as the Contractors GMP for the project. The schedule will allow direct comparison between the Stantec's expectation for the level of effort for the project with the Contractors.
- 12.4. Stantec will collect Contractor comments at 30% and 90% for review with the City and will incorporate comments as directed by the City.

Assumptions:

- Estimated level of effort for periodic site reviews is up to three (3) site visits with up to 2 hours for each visit for project technical lead and project engineer.

13. Reimbursables/Allowances:

Stantec will provide geotechnical, potholing, SRP coordination, printing and travel at a time and materials basis up to the estimated limit.

An Owner's Allowance is also included but will only be used with additional approval from the City.

EXHIBIT "B"
COMPENSATION AND FEES

EXHIBIT "B-1"
Lump Sum Cost Per Task
WA1801.201 Chandler CAP Arizona WFP Site Improvements



TASK DESCRIPTION		SUBTOTAL	
Task 1.0 Project Description & Scope			
Task 2.0 Assignment			
Task 3.0 Project Schedule		\$	1,067.00
Task 4.0 Quality Control		\$	6,996.00
Task 5.0 Project Management, Progress Reports, and Invoices		\$	22,092.00
5.1	Invoices and Progress Reports	\$	5,336.00
5.2	Meetings	\$	10,344.00
5.3	Project Coordination	\$	6,412.00
Task 6.0 Preliminary Research		\$	2,922.00
Task 7.0 Utility/Agency Coordination		\$	9,584.00
Task 8.0 Survey		\$	23,216.00
8.1	Survey Lead + Field Survey Crew Time	\$	17,300.00
8.2	Establish Control Points and Prepare Base Map	\$	1,780.00
8.3	Legals	\$	4,136.00
Task 9.0 Geotechnical Investigation		\$	-
Task 10.0 Field Visit		\$	1,548.00
10.1	Pothole Map and Potholing Coordination	\$	1,548.00
Task 11.0 Design Documents		\$	80,459.00
11.1	Design Report	\$	14,054.00
11.2	Design Drawings	\$	60,065.00
11.3	Specifications	\$	3,670.00
11.4	OPCC	\$	2,670.00
Task 12.0 Bid & Award		\$	12,716.00
12.2	Periodic Site Visits	\$	4,544.00
12.3	JOC Coordination & GMP Development	\$	8,172.00
ALLOWANCES		\$	53,200.00
13.1	Printing Expenses at Direct Cost	\$	300.00
13.2	SRP Coordination	\$	5,000.00
13.3	Travel	\$	7,900.00
13.4	Sub-consultant for Geotechnical Investigation	\$	8,000.00
13.5	Subconsultant for Utility Pothole Locations	\$	17,000.00
13.6	Owner's Allowance	\$	15,000.00
TOTAL COST:		\$	213,800.00



	PM	Proj Tech Lead	Project Engineer	Designer	QA/QC	Survey Lead	Survey Designer	Survey Crew	Asst PM	< PROJECT ROLE	
	Maria Brady	Gary Brady	Todd Crouthamel	Darwin Senum	Bernie Poppenga	Tony Cuomo	Rick Carr	Contract Crew	Elizabeth Hamblin	<Staff Member	
	\$ 267.00	\$ 250.00	\$ 187.00	\$ 200.00	\$ 238.00	\$ 250.00	\$ 178.00	\$ 185.00	\$ 200.00	< HOURLY RATES	
TASK DESCRIPTION										TOTAL HOURS PER TASK	
Task 1.0 Project Description & Scope											
Task 2.0 Assignment											
Task 3.0 Project Schedule	1	0	0	0	0	0	0	0	4		5
Task 4.0 Quality Control	2	3	0	0	24	0	0	0	0		29
Task 5.0 Project Managment, Progress Reports, and Invoices	24	18	32	2	0	0	0	0	24		100
5.1 Invoices and Progress Reports (8 months)	8	0	0	0	0	0	0	0	16	24	
5.2 Meetings	12	12	20	2	0	0	0	0	0	46	
5.3 Project Coordination	4	6	12	0	0	0	0	0	8	30	
Task 6.0 Preliminary Research	0	4	6	0	0	0	0	0	4		14
Task 7.0 Utility/Agency Coordination (City, MCESD, Utilities)	0	8	32	8	0	0	0	0	0		48
Task 8.0 Survey	0	0	0	0	0	18	22	80	0		120
8.1 Field Survey - Topo and Establish Boundary Control	0	0	0	0	0	10	0	80	0	90	
8.2 Establish Control Points and Prepare Base Map	0	0	0	0	0	0	10	0	0	10	
8.3 Legal Parcel Map Preparation	0	0	0	0	0	8	12	0	0	20	
Task 9.0 Geotechnical Investigation	0	0	0	0	0	0	0	0	0		0
Task 10.0 Field Visit	0	0	4	4	0	0	0	0	0		8
Task 11.0 Design Documents	20	66	137	157	0	0	0	0	8		388
11.1 Design Report	10	20	32	2	0	0	0	0	0	64	
11.2 Design Drawings (14 Sheets)	10	42	85	155	0	0	0	0	0	292	
11.3 Specifications	0	4	10	0	0	0	0	0	4	18	
11.4 OPCC	0	0	10	0	0	0	0	0	4	14	
Task 12.0 JOC Coordination and GMP Development	2	17	36	2	0	0	0	0	4		61
12.2 Periodic Site Visits	0	6	12	0	0	0	0	0	4	22	
12.3 GMP Review and Coordination	2	11	24	2	0	0	0	0	0	39	

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.

1. Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker from Consultant's firm must not be allowed to begin work in any City facility without: (A) The prior completion and City's acceptance of the required background screening; and (8) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker.
2. Badges. After receipt of the badge application, the Contract Worker will proceed to the Badging Office for processing of the badge application and issuance of the badge. City will not process the badge application until the Contract Worker satisfies the required Background Screening (as defined herein). The Contract Worker must comply with all requirements and furnish all requested information as requested by the Badging Office. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

3. Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Consultant for each key issued.
4. Stolen or Lost Badges or Keys. Consultant must report lost or stolen badges or keys to City immediately. A new badge application or key issue form must be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.
5. Return of Badges or Keys. All badges and keys are the property of City and must be returned to City at the Badging Office within one (1) business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Consultant must collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.
6. Consultant's default under this Section must include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Consultant submits false information or negligently submits wrong information to City to obtain a badge, key or applicable Background Screening; or (5) Consultant fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Consultant acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Consultant agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by City. The parties agree that Consultant's failure to properly cure any default under this Section must constitute a breach of this Section. In addition to any other remedy available to City at law or in equity, Consultant must be liable for and must pay to City the sum of one thousand dollars (\$1,000.00) for each breach by Consultant of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to City at the time and making of this Agreement in the event that Consultant breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving City's actual damages in the event that Consultant breaches this Section. The parties further agree that three (3) breaches by Consultant of this Section arising out of any default within a consecutive period of three (3) months or three (3) breaches by Consultant of this Section arising out of the same default within a period of twelve (12) consecutive months will constitute a material breach of this Agreement by Consultant and City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

N/A

Any subconsultant assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the Consultant and their subconsultants, and do not apply to the Agreement between the Consultant and the City.

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A