



PROFESSIONAL SERVICES AGREEMENT

Design Services

TAXIWAY B IMPROVEMENTS PHASE 1

Project No. AI2302.201

Council Date: September 21, 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 **Dibble & Associates Consulting Engineers, Inc. dba Dibble**, 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 **TAXIWAY B IMPROVEMENTS PHASE 1** 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 **365** 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 **\$236,600** 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: Hafiz Noor, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3324 Email: hafiz.noor@chandleraz.gov																																														
To Consultant:	<table border="1"> <tr> <td colspan="2">LEGAL COMPANY NAME:</td><td colspan="2">Dibble & Associates Consulting Engineers, Inc.</td></tr> <tr> <td>Mailing Address:</td><td colspan="3">3020 East Camelback Road, Suite 201, Phoenix, AZ 85016</td></tr> <tr> <td>Physical Address:</td><td colspan="3">Same</td></tr> <tr> <td colspan="2">Statutory Agent Name:</td><td colspan="2">Susan Detwiler</td></tr> <tr> <td colspan="2">Statutory Agent Mailing Address:</td><td colspan="2">3020 East Camelback Road, Suite 201, Phoenix, AZ 85016</td></tr> <tr> <td colspan="2">Statutory Agent Physical Address:</td><td colspan="2">same</td></tr> <tr> <td colspan="4">CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE</td></tr> <tr> <td>Name:</td><td colspan="3">Ryan Toner</td></tr> <tr> <td>Title:</td><td colspan="3">Airport Development Business Unit Leader</td></tr> <tr> <td>Phone:</td><td colspan="3">(602) 957-1155</td></tr> <tr> <td>Email:</td><td colspan="3">Ryan.toner@dibblecorp.com</td></tr> </table>			LEGAL COMPANY NAME:		Dibble & Associates Consulting Engineers, Inc.		Mailing Address:	3020 East Camelback Road, Suite 201, Phoenix, AZ 85016			Physical Address:	Same			Statutory Agent Name:		Susan Detwiler		Statutory Agent Mailing Address:		3020 East Camelback Road, Suite 201, Phoenix, AZ 85016		Statutory Agent Physical Address:		same		CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE				Name:	Ryan Toner			Title:	Airport Development Business Unit Leader			Phone:	(602) 957-1155			Email:	Ryan.toner@dibblecorp.com		
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5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final Agreement payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its Agreements with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MAYOR

RECOMMENDED BY:



Kimberly Moon, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney



ATTEST:

City Clerk

Seal

"CONSULTANT"

**Dibble & Associates Consulting
Engineers, Inc. dba Dibble**


Signature

08/28/2023

Date

Ryan Toner

Print Name

Vice President

Title

ryan.toner@dibblecorp.com

Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

**CHANDLER MUNICIPAL AIRPORT
TAXIWAY B IMPROVEMENTS PHASE 1:
TAXIWAY L TO TAXIWAY N
PROJECT NO. AI2302.201
DESIGN AND BID PHASE SERVICES**

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

1. PROJECT DESCRIPTION & SCOPE OF DESIGN:

- 1.1 Consultant will provide services for the environmental documentation, design, development of construction documents, and specified bidding services for improvements to Taxiway B, located at Chandler Municipal Airport (CHD), Chandler, Arizona, all as more specifically described herein below.
- 1.2 The design includes the partial extension of Taxiway B from Taxiway N, where the existing taxiway ends, to Taxiway L, as shown in the attached **Project Scope Exhibit**. This design will be referred to as Phase 1 while the future Phase 2 will complete the extension of Taxiway B parallel to Runway 4R-22L, from Taxiway L to Taxiway H.

The design shall comprise new taxiway and shoulder pavement, pavement markings, grading, and electrical improvements. Taxiway B will be extended by approximately 1300' and will be designed to ADG II and TDG 2 standards. The taxiway will be 40' wide, matching existing, while the shoulders will be 15' wide.

The *Runway & Taxiway Safety Area and Infield Drainage Improvements* project constructed in 2017 completed preliminary grading and drainage for the extension of Taxiway B to minimize re-work/reconstruction. This project will therefore comprise a review of the previous design and provide an evaluation of the adequacy of the constructed improvements with the proposed design for the extension of Taxiway B.

- 1.3 The project design, construction, furnishing and equipping budget is estimated to be **\$2,350,000**. All design, construction and furnishing of the project are intended be completed within this budget, however, it is not guaranteed. Consultant will assist the City in evaluating the budget throughout the design and bidding process.

- 1.4 Consultant will provide all design and bid phase services for the Project including, but not limited to environmental documentation, geotechnical investigation, topographic survey, and civil and electrical engineering services.
- 1.5 All plans are to be prepared in AutoCAD Civil 3D 2023. All work will be prepared in conformance to FAA and MAG standards (as amended by the City of Chandler).

2. ASSIGNMENT:

- 2.1 The design contract has been awarded to Dibble based on their proposed project team and specified consultants. Any deviations or substitutions of these team members must be pre-approved in writing by City. Those team roles listed in Exhibit B will perform those portions of the work listed therein.

3. PROJECT SCHEDULE:

- 3.1 Consultant must perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference.
- 3.2 Consultant must adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of City. Consultant must revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. Consultant must take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist Consultant.
- 3.3 Consultant will deliver monthly "Design and Progress Reports", including invoicing, to the City of Chandler in a format acceptable to the City.
- 3.4 This proposal is based on a twelve (12) month project schedule from the Notice to Proceed. This includes approximately four (4) months for the topographic survey, geotechnical investigation, environmental review, and submitting for a Categorical Exclusion (CATEX) from the FAA.

Refer to the schedule attached for the anticipated submittal stages and dates. The following are the anticipated submittal stages:

30% Submittal (City/Airport and ADOT Review):

- The documents in Task 9.1 will be uploaded as PDFs to a SharePoint link.

60% Submittal (City/Airport Review):

- The documents in Task 10.1 will be uploaded as PDFs to a SharePoint link.

95% Submittal (City/Airport and ADOT Review for bid approval):

- The documents in Task 11.1 will be uploaded as PDFs to a SharePoint link.

100% Sealed Submittal (Bid-Ready Package):

- The documents in Task 12.1 will be uploaded as PDFs to a SharePoint link.

4. QUALITY CONTROL:

- 4.1 Consultant must institute and comply with the Design Quality Control Plan.
- 4.2 In addition to the continual quality assurance reviews performed by senior practice staff, Consultant will perform additional quality control reviews prior to each submittal utilizing a standardized checking processes by Consultant's Quality Director. Each subconsultant will be responsible for their own Quality Assurance/Quality Control program; however, the Quality Director will review all combined project documents for consistency amongst the design elements before each submittal.

5. PRELIMINARY RESEARCH:

- 5.1 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 City policies, regulations, standards, design manuals, and requirements, etc. relevant to project.
 - c. Research and/or obtain geotechnical reports and investigations, master plans, computer model data, field surveys, and pre-existing FEMA flood risk mapping data.
 - d. Research all utility companies/agencies and acquire all available as-builts and utility records.

- e. Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by City.
- f. Consultant must provide a survey of the project area that includes complete topographical data of the immediate site. Design must utilize established airport 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.
 - i. Investigate Existing Conditions: Consultant engineering staff, survey staff, City and CHD staff will meet in the field to review and confirm locations of survey to be captured that may not have been reflected in as-built information. The survey effort will be coordinated with the Airport to minimize impact to airport operations.
 - ii. Topographical Survey: The Surveyor will tie into local airport PACs and SACs survey control. No new permanent control will be established with this project. The survey will be a topographic survey only, using NAD 83, U.S. Survey Feet (projected to ground coordinates) for horizontal datum, and NAVD 88 for vertical datum.

Survey will include 50' cross sections with 25' cross grid on pavement, EOP's, PC's, PT's, pavement markings, drainage infrastructure (size, type, inverts, flow-lines etc.) of culverts, catch basins and inlets, electrical (airfield lighting and signage), locations and depths of utilities, structures, and fencing (if present).

All survey work shall be conducted in compliance with *FAA AC 150-5300-16/17/18*. Survey efforts shall include documentation of the survey methodology used for data collection and accuracies thereof, along with use of existing Airport Geodetic Control, Primary and Secondary Airport Control benchmarks, (PACS and SACS). The survey shall utilize a robotic total station, GPS, and differential leveling; collecting topographic features along the project areas.

Topographic features will be located with an accuracy of 0.05' ($\pm$), with a confidence rating of 95%. All survey data shall meet or exceed the Level 1A horizontal and vertical minimum requirements for submittal to the OE/AAA website.

A survey base map will be developed in AutoCAD Civil 3D 2023 showing and distinguishing all visible existing features and utilities based on field observations and available record data.

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 submit preliminary plans to utilities/agencies for review and comment to confirm the presence of nearby facilities to be protected in place or conflicts and if so what design there may be required for service improvements or any necessary relocations.
- 6.3 Consultant will, if necessary, incorporate the utility/agency private developer construction requirements into the bid documents.
- 6.4 Dibble completed an initial environmental review of the proposed project and through consultation with the FAA has determined that the proposed project is a categorically excluded federal action that does not individually or cumulatively have a significant effect on the human environment, and for which neither an EA nor an EIS is required.

The preparation of the necessary biological resource study will be provided by a subconsultant (SWCA); refer to SWCA's attached scope of work for more information. No additional environmental studies will be conducted other than those described herein. Source of data will include, but not be limited to, previous environmental studies that have been prepared for projects at the Airport, online database sources, and information from the City of Chandler.

The Engineer will gather relevant and readily available environmental data about Airport property and the surrounding land for use in submitting for project approval. The Engineer will submit documentation to both the FAA and ADOT as described below.

- a. FFRMS Floodplain Determination and Impact Assessment: The base flood elevation provided by pre-existing FEMA flood risk mapping will be used to determine the *Federal Flood Risk Management Standard* (FFRMS) floodplain in accordance with the "Freeboard Value Approach" prescribed by *Executive Order (EO) 14030 – Climate-Related Financial Risk*, which reinstates *EO 13069 - Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input*. Dibble and SWCA will, in accordance with *EO 11988 - Floodplain Management*, as amended by *EO 13069*, support the FAA in the "Eight-Step Decision-Making Process" provided therein, as follows:

- Dibble will determine if the proposed project falls within the FFRMS floodplain.
- SWCA will provide public notification in support of early public review of the project (Refer to SWCA's attached proposal).
- Dibble will identify and evaluate alternatives to locating in the FFRMS floodplain.
- SWCA will identify environmental impacts of the proposed project (Refer to SWCA's attached proposal).
- Dibble will identify flood hazard impacts of the proposed project.
- If necessary, Dibble will identify design modifications to minimize harm and restore and preserve natural and beneficial values of the FFRMS floodplain.
- If necessary, Dibble will reevaluate alternatives.
- If necessary, Dibble will provide findings and explanation for siting of the project within the FFRMS floodplain within a public notice.

Data and results will be included in the Drainage Memorandum (Task 9.1.a) and the CATEX documentation for the project. This scope of work does not include new, or modifications to existing, floodplain hydrologic or hydraulic modeling or coordination or approval from FEMA or the Flood Control District of Maricopa County. If required, the cost for these items are to be covered in a separate Owner's Allowance included in this proposal. Refer to SWCA's attached scope of work for more information.

- b. CATEX Development & Production: The Consultant (Dibble) will prepare the required documented CATEX in accordance with the FAA's *Office of Airports (ARP) Standard Operating Procedure (SOP) 5.1* for CATEX Determinations. An initial Draft CATEX will be submitted to Airport and the FAA for a preliminary review.

Comments received on the draft CATEX will be incorporated into the final CATEX as applicable. The final CATEX will be re-submitted to Airport and the FAA for final review and issuance of a CATEX determination by the FAA.

- c. ADOT Environmental Determination Checklist Submittal: The Consultant (Dibble) will follow the ADOT environmental clearance process and will develop and submit the ADOT Environmental Determination Checklist for approval in accordance with all State requirements.

7. GEOTECHNICAL INVESTIGATION:

- 7.1 Consultant must perform all soil and pavement borings necessary to complete their work. The geotechnical investigation will be performed by a subconsultant (Speedie & Associates); refer to Speedie's attached scope of work for more information. The geotechnical consultant shall drill and sample test borings to adequately determine subsoil conditions and provide samples for laboratory testing.

Field investigations in the form of drilling test borings will be conducted in accordance with FAA AC 150/5320-6G *Airport Pavement Design and Evaluation*. Preparatory work will include coordinating access, security badging, and security requirements; reviewing available geotechnical information for adjacent pavements; conducting site reconnaissance of existing conditions; and obtaining Blue-Stake utility clearances for field borings.

- a. Laboratory Analysis: Conduct sufficient laboratory tests to properly classify soils encountered and provide data for engineering design, including:
 - Grain Size Analysis
 - Plasticity Index
 - Moisture Density Relations
 - CBR of existing soil
 - In-place Density/Moisture Content
- b. Geotechnical Report: Analyze the data obtained from field and laboratory testing and prepare a Draft and Final report presenting all data obtained, including individual Logs of Test Borings, Tabulation of Test Data, and recommendations including the following:
 - Groundwater conditions, if any, to the depths which will influence design and/or construction of the proposed development. Special attention will be placed on identification of soft, wet subsoils that could affect the structural section design.
 - Swell potential of in-situ and compacted soils and recommendations for control if highly expansive, (i.e. lime or cement).
 - Suitability of site soils for use as compacted fill and preferred earthwork methods, including clearing, stripping, excavation, and construction of engineered fill.
 - Proposed pavement design sections.

8. PROGRAMMING:

- 8.1 Consultant must meet with City staff to ascertain the requirements of the Project and will arrive at a mutual understanding of such requirements.
 - a. Project Kick-Off Meeting: This meeting will be held with the City and Airport staff at the beginning of the project. Discussion items will include the design team, control of correspondence, design standards, design schedule, submittals, and coordination of impacts to airport operations/tenants.
- 8.2 Consultant will provide project management and coordination of the design team and will provide coordination between design team members, the City, Airport, and other interested stakeholders.
 - a. Project Coordination Meetings: These meetings will be held as needed with the Design team throughout the project. Discussion items will include design review, comparison of options, and design schedule.

9. SCHEMATIC DESIGN (30% Document Review):

- 9.1 When the design is approximately thirty percent complete, Consultant must prepare and submit the following:
 - a. Drainage Memorandum: Consultant shall prepare a memorandum to present the design methodology of the *Runway & Taxiway Safety Area and Infield Drainage Improvements* project as discussed in **Section 1.2** and confirm that the existing conditions as surveyed match the design. A Drainage Engineer will provide a sealed cover letter to conclude whether the grading and drainage improvements previously constructed are still effective and appropriate based upon this memorandum. The results of the FFRMS floodplain determination and facility protection design as discussed in **Section 6.4a** will be included in the memorandum.
 - b. 30% Design Plans: Consultant shall prepare plan sheets which may include the following: general construction notes, design legend and abbreviations; airport access location, contractor's haul route, staging and storage yard; construction phasing and barricading plans; demolition and construction plans; and other informational sheets as necessary.

- c. 30% Engineer's Opinion of Probable Construction Cost (EOPCC): Based on the 30% design plans and anticipated technical specifications, Consultant shall develop an EOPCC on a unit price basis. Unit pricing will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
- d. Draft Engineer's Design Report (EDR): The Draft EDR shall provide the design criteria and standards used in developing the construction documents (i.e., plans and anticipated technical specifications) and document the work and results of any investigative efforts. The report shall cover the following: airport and project descriptions; critical environmental and archeological aspects or documents including the approved Categorical Exclusion; relevant design standards; topographic survey and control; civil and electrical design considerations and recommendations; and a list of anticipated technical specifications. The Draft EDR shall also include airport and project location exhibits and appendices such as the Project Photos, Draft Geotechnical Report, Drainage Memorandum, CatEx submittal, and EOPCC, and any other design elements as needed to document design intent.
- e. Internal QA/QC Project Review: (See Task 4)
- f. 30% City/Airport/ADOT Review Meeting: This meeting will be held shortly after the 30% Submittal with representatives from the City, Airport and ADOT Aeronautics to review the 30% submittal package and discuss any comments from these agencies.
- g. Plans-in-Hand Site Visit: Shortly after the 30% Submittal and before proceeding with the remainder of the project, Consultant will perform a plans-in-hand site visit to visually compare the plans to existing field conditions. Design elements will be reviewed and/or confirmed in the field, such as utilities infrastructure and structures (visible in the field), grades, project limits, etc.

10. DESIGN DEVELOPMENT (60% Document Review):

- 10.1 Based on the approved Schematic Design Documents and any adjustments in the scope or quality of the project or in the construction budget authorized by City, Consultant must prepare for approval by City the 60% Design Development Documents. Consultant must prepare and submit the following:
- a. Construction Phasing Workshop: Consultant will meet with representatives from the City and Airport in a workshop setting to review considerations for construction duration(s), construction cost impacts, impacts to airport operations, safety, and accessibility with the ultimate outcome of developing a preferred construction phasing methodology.
 - b. 60% Design Plans: The 60% plans submission shall include the plan sheets noted in the 30% design plans and shall also include detailed construction phasing and aircraft detouring plans, and construction details.
 - c. Draft Technical Specifications: Technical specifications and special provisions, and FAA general provisions as needed will be compiled and developed for review by the City and Airport.
 - d. 60% Quantities and EOPCC: Based on the 60% design plans and technical specifications, Consultant shall develop an EOPCC on a unit price basis. Unit pricing will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
 - e. Draft CSPP: A CSPP will be developed to be included in the contract documents as guidance to the contractor on important safety standards and regulations that are typically required on airport construction projects. The CSPP will be prepared in accordance with the most recent edition of FAA Advisory Circular (AC) 150/5370-2G.
 - f. Internal QA/QC Project Review: (See Task 4)
 - g. 60% City/Airport Review Meeting: This meeting will be held shortly after the 60% Submittal with representatives from the City and Airport to review the 60% submittal package. The team will discuss any comments from the City and Airport.

11. CONSTRUCTION DOCUMENTS (95% Document Review):

- 11.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the project or in the construction budget authorized by City, Consultant must prepare, for approval by City, the 95% Construction Documents. Consultant must prepare and submit the following:
- a. 95% Design Plans: The 95% plans submission shall include the plan sheets noted in the 60% design plans.
 - b. Pre-Final Technical Specifications: Technical specifications and special provisions, and FAA general provisions as needed will be compiled and developed for final review/approval by the City and Airport.
 - c. 95% Quantities and EOPCC: Based on the 95% design plans and technical specifications, Consultant shall develop an EOPCC on a unit price basis. Unit pricing will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
 - d. Pre-Final EDR: The EDR shall provide all the design criteria and standards used in developing the construction documents (i.e., plans and technical specifications) and document the work and results of investigative efforts.
 - e. Pre-Final CSPP: A CSPP will be developed to be included in the contract documents as guidance to the contractor on important safety standards and regulations that are typically required on airport construction projects. The CSPP will be prepared in accordance with the most recent edition of FAA Advisory Circular (AC) 150/5370-2G.
 - f. Internal QA/QC Project Review: (See Task 4)
 - g. 95% City/Airport/ADOT Review Meeting: This meeting will be held shortly after the 95% Submittal with representatives from the City, Airport and ADOT Aeronautics to review the 95% submittal package. The team will discuss any comments from these agencies.
 - h. Plans-in-Hand Site Visit: Shortly after the 95% Submittal and before the 100% Submittal, Consultant will perform a plans-in-hand site visit to visually compare the plans to existing field conditions. Design elements will be reviewed and/or confirmed in the field such as utility infrastructure and structures, pavement markings, general slopes, project limits, etc.

12. BID DOCUMENTS (100% Sealed Documents):

- 12.1 Based on the approved Construction 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 the 100% Final Construction Documents. Consultant must prepare and submit the following:
- a. Final Design Plans: The sealed final design plans shall include the plan sheets noted in the 60% design plans.
 - b. Final Design Alignments and Grading Model: The design CAD files used to prepare the final design plans shall be packaged and provided for use in construction.
 - c. Final Technical Specifications: The sealed final technical specifications, special provisions, and FAA general provisions as needed will be compiled and developed for bidding.
 - d. Final Quantities and EOPCC: Based on the 100% design plans and technical specifications, Consultant shall develop a 100% EOPCC on a unit price basis. Unit pricing will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
 - e. Final EDR: The sealed final EDR shall provide all the design criteria and standards used in developing the construction documents (i.e., plans and technical specifications) and document the work and results of investigative efforts.
 - f. Final CSPP: The final CSPP will be developed to be included in the contract documents as guidance to the contractor on important safety standards and regulations that are typically required on airport construction projects. The final CSPP will be prepared in accordance with the most recent edition of FAA Advisory Circular (AC) 150/5370-2G.
 - g. OE/AAA Submittal: A 7460-1 Site Exhibit will be prepared and Consultant will upload this with the final CSPP submission to the FAA Airspace Review website, Obstruction Evaluation and Airport Airspace Analysis (OE/AAA).
 - h. Internal Final QA/QC Project Review: (See Task 4)

13. BID & AWARD:

- 13.1 Attend and participate at the pre-bid conference for the purpose of answering technical questions from potential bidders.
 - a. Pre-Bid Meeting: Consultant will attend the pre-bid meeting and assist the City/Airport in conducting as needed. Consultant, upon the request of the City, will provide a brief overview of the project and contract components, identifying important elements within the documents that the Contractors should be particularly familiar with prior to submitting a bid. Consultant shall also assist the City in developing and submitting the pre-bid meeting minutes.
- 13.2 Assist City in the evaluation of “substitutions and or-equals” and make a recommendation to accept or decline.
 - a. Contractor Questions: Consultant will coordinate, address, and appropriately respond to contractor communications and questions during the bidding process. Responses will be submitted through addenda as needed.
- 13.3 Prepare addenda for review and approval by City. City will distribute.
 - a. Bid Addenda: Pending contractors’ reviews, comments, and questions, Consultant will assist the City in developing and issuing up to two (2) addendums, including revisions to contract documents (i.e. plans and technical specifications). It should be noted that the hours provided in the Estimated Manhour matrix contained herein is estimated for a maximum of two (2) addenda.
- 13.4 If bids are 10% over or under the “engineers estimate”, Consultant will be required to provide a detailed evaluation explaining differences.
 - a. Bid Opening Meeting: Consultant will attend the bid opening meeting at the City of Chandler City Hall.
 - b. Bid Tabulation and Recommendation: Consultant will evaluate each bid submitted for mathematical/calculative errors and for comparative purposes against the EOPCC and other bids submitted. Consultant will provide a bid summary letter noting inconsistencies, results and a recommendation for the lowest responsible, responsive bidder.

14. PERIOD OF SERVICE (MILESTONES):

- 14.1 Following receipt of a "Notice to Proceed" with the design work, Consultant must complete the design and have all documents submitted within **365** calendar days of the date indicated on the Notice to Proceed.
- 14.2 Consultant must complete all services specified herein in accordance with the Production Schedule attached. 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.

An aerial map of the Chandler Municipal Airport area. A red dashed rectangle highlights the airport terminal and surrounding infrastructure. The map shows various roads including S Airport Blvd, E Germann Rd, E Northrop Blvd, E Queen Creek Rd, S McQueen, S Stearns Dr, and SanTan Fwy. Other landmarks include Los Angeles Park, Lantana Ranch, and the Chandler Municipal Airport itself.



EXHIBIT "B"
COMPENSATION AND FEES



EXHIBIT "B-1"
Lump Sum Cost Per Task

TASK DESCRIPTION		SUBTOTAL
Task 1.0 Project Description & Scope of Construction		
Task 2.0 Assignment		
Task 3.0 Project Schedule		\$ 3,891.00
3.1	Production Schedule	\$ 1,191.00
3.3	Monthly Design and Progress Reports	\$ 2,700.00
Task 4.0 Quality Control		\$ 11,594.00
4.1	Prepare Quality Control Plan	\$ 794.00
4.2	30%, 60%, 95% & 100% Submittals QA/QC	\$ 10,800.00
Task 5.0 Preliminary Research		\$ 4,380.00
5.1	Perform Document Search and Research	\$ 1,998.00
5.1f	Investigate Existing Conditions	\$ 2,382.00
Task 6.0 Utility/Agency Coordination		\$ 18,960.00
6.3	Coordination with Utilities (PIPG)	\$ 688.00
6.7a	FFRMS Floodplain Assessment	\$ 6,696.00
6.7b	CATEX Development & Production	\$ 8,520.00
6.7c	ADOT Environmental Determination Checklist Submittal	\$ 3,056.00
Task 7.0 Geotechnical Investigation (Fixed Cost)		\$ -
Task 8.0 Programming		\$ 7,377.00
8.1a	Project Kick-Off Meeting	\$ 1,793.00
8.2a	Project Coordination Meetings	\$ 5,584.00
Task 9.0 Schematic Design (30% Document Review)		\$ 51,198.00
9.1a	Drainage Memorandum	\$ 6,656.00
9.1b	30% Design Plans	\$ 32,160.00
9.1c	30% Quantities and EOPCC	\$ 5,322.00
9.1d	Draft EDR	\$ 4,440.00
9.1e	30% City/Airport/ADOT Review Meeting	\$ 1,588.00
9.1f	Plans-in-Hand Site Visit	\$ 1,032.00
Task 10.0 Design Development (60% Document Review)		\$ 37,110.00
10.1a	Construction Phasing Workshop	\$ 2,382.00
10.1b	60% Design Plans	\$ 20,482.00
10.1c	Draft Technical Specifications	\$ 3,626.00
10.1d	60% Quantities and EOPCC	\$ 2,702.00
10.1e	Draft CSPP	\$ 6,330.00
10.1f	60% City/Airport Review Meeting	\$ 1,588.00

<u>TASK DESCRIPTION</u>		<u>SUBTOTAL</u>
Task 11.0 Construction Documents (95% Document Review)		\$ 21,295.00
11.1a	95% Design Plans	\$ 11,710.00
11.1b	Pre-Final Technical Specifications	\$ 1,694.00
11.1c	95% Quantities and EOPCC	\$ 2,133.00
11.1d	Pre-Final EDR	\$ 1,443.00
11.1e	Pre-Final CSPP	\$ 1,695.00
11.1f	95% City/Airport Review Meeting	\$ 1,588.00
11.1g	Plans-in-Hand Site Visit	\$ 1,032.00
Task 12.0 Bid Documents (100% Sealed Documents)		\$ 17,504.00
12.1a	Final Design Plans	\$ 10,477.00
12.1b	Final Design Alignments and Grading Model	\$ 1,352.00
12.1c	Final Technical Specifications	\$ 569.00
12.1d	Final Quantities and EOPCC	\$ 1,577.00
12.1e	Final EDR	\$ 1,039.00
12.1e	Final CSPP	\$ 1,165.00
12.1f	OE/AAA Submittal	\$ 1,325.00
Task 13.0 Contractor Coordination / Bidding		\$ 9,768.00
13.1a	Pre-Bid Meeting	\$ 1,588.00
13.2a	Contractor Questions	\$ 2,276.00
13.3a	Bid Addendums (up to 2)	\$ 2,834.00
13.4a	Bid Opening Meeting	\$ 1,588.00
13.4b	Bid Tabulation & Recommendation	\$ 1,482.00
ALLOWANCES & SUB-CONSULTANT COSTS		\$ 53,523.00
14.1	Allowance for Printing Expenses at Direct Cost	\$ 1,000.00
14.2	Allowance for Mileage to Meetings and Site Visits	\$ 500.00
14.3	Topographical Survey (Dibble - Fixed Cost)	\$ 5,992.00
14.4	Biological Resource Study (SWCA - Fixed Cost)	\$ 6,250.00
14.5	Geotechnical Investigation & Report (Speedie - Fixed Cost)	\$ 7,900.00
14.6	Electrical Engineering Design, and Bid Services (CR - Fixed Cost)	\$ 21,881.00
14.7	Owner's Allowance (T&M, NTE)	\$ 10,000.00
TOTAL COST:		\$ 236,600.00

EXHIBIT "B-2"
Hours and Rates



		Principal	Sr. Project Manager	Sr. Eng / QAQC Manager	Project Engineer (PE)	Assistant Engineer (EIT)	Designer	< PROJECT ROLE < HOURLY RATES	
		Ryan Toner	Duane Dana	Vince Gibbons	Alex Bernal	Mark Hall	Darin Oakley	< HOURLY RATES	
		\$ 245.00	\$ 225.00	\$ 205.00	\$ 172.00	\$ 139.00	\$ 126.00	< 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		0	15	0	3	0	0	18	
3.1	Production Schedule		3		3			6	
3.3	Monthly Design and Progress Reports		12					12	
Task 4.0 Quality Control		24	2	24	2	0	0	52	
4.1	Prepare Quality Control Plan		2		2			4	
4.2	30%, 60%, 95% & 100% Submittals QA/QC	24		24				48	
Task 5.0 Preliminary Research		0	6	2	12	4	0	24	
5.1	Perform Document Search and Research			2	6	4		12	
5.1f	Investigate Existing Conditions		6		6			12	
Task 6.0 Utility/Agency Coordination		0	14	34	32	24	0	104	
6.3	Coordination with Utilities (PIPG)				4			4	
6.7a	FFRMS Floodplain Assessment		4	12		24		40	
6.7b	CATEX Development & Production		8	16	20			44	
6.7c	ADOT Environmental Determination Checklist Submittal		2	6	8			16	
Task 7.0 Geotechnical Investigation (Fixed Cost)		0	0	0	0	0	0	0	
Task 8.0 Programming		0	16	5	16	0	0	37	
8.1a	Project Kick-Off Meeting		4	1	4			9	
8.2a	Project Coordination Meetings		12	4	12			28	
Task 9.0 Schematic Design (30% Document Review)		0	14	8	114	94	109	339	
9.1a	Drainage Memorandum		2	8	12	18		40	
9.1b	30% Design Plans		4		60	60	100	224	
9.1c	30% Quantities and EOPCC		2		16	8	8	34	
9.1d	Draft EDR		2		16	8	1	27	
9.1e	30% City/Airport/ADOT Review Meeting		4		4			8	
9.1f	Plans-in-Hand Site Visit				6			6	

EXHIBIT "B-2"
Hours and Rates



		Principal	Sr. Project Manager	Sr. Eng / QAQC Manager	Project Engineer (PE)	Assistant Engineer (EIT)	Designer	< PROJECT ROLE < HOURLY RATES	
		Ryan Toner	Duane Dana	Vince Gibbons	Alex Bernal	Mark Hall	Darin Oakley	< HOURLY RATES	
		\$ 245.00	\$ 225.00	\$ 205.00	\$ 172.00	\$ 139.00	\$ 126.00	< HOURLY RATES	
TASK DESCRIPTION								TOTAL HOURS PER TASK	
Task 10.0 Design Development (60% Document Review)		0	18	0	74	52	104	248	
10.1a	Construction Phasing Workshop		6		6			12	
10.1b	60% Design Plans		2		32	32	80	146	
10.1c	Draft Technical Specifications		2		12	8		22	
10.1d	60% Quantities and EOPCC		2		4	4	8	18	
10.1e	Draft CSPP		2		16	8	16	42	
10.1f	60% City/Airport Review Meeting		4		4			8	
Task 11.0 Construction Documents (95% Document Review)		0	11	0	44	32	54	141	
11.1a	95% Design Plans		2		20	20	40	82	
11.1b	Pre-Final Technical Specifications		2		4	4		10	
11.1c	95% Quantities and EOPCC		1		2	4	8	15	
11.1d	Pre-Final EDR		1		4	2	2	9	
11.1e	Pre-Final CSPP		1		4	2	4	11	
11.1f	95% City/Airport Review Meeting		4		4			8	
11.1g	Plans-in-Hand Site Visit				6			6	
Task 12.0 Bid Documents (100% Sealed Documents)		0	6	0	36	20	57	119	
12.1a	Final Design Plans		1		20	20	32	73	
12.1b	Final Design Alignments and Grading Model				2		8	10	
12.1c	Final Technical Specifications		1		2			3	
12.1d	Final Quantities and EOPCC		1		2		8	11	
12.1e	Final EDR		1		4		1	6	
12.1e	Final CSPP		1		4		2	7	
12.1f	OE/AAA Submittal		1		2		6	9	

EXHIBIT "B-2"
Hours and Rates



		Principal	Sr. Project Manager	Sr. Eng / QAQC Manager	Project Engineer (PE)	Assistant Engineer (EIT)	Designer	< PROJECT ROLE < HOURLY RATES	
		Ryan Toner	Duane Dana	Vince Gibbons	Alex Bernal	Mark Hall	Darin Oakley	< HOURLY RATES	
		\$ 245.00	\$ 225.00	\$ 205.00	\$ 172.00	\$ 139.00	\$ 126.00	< HOURLY RATES	
TASK DESCRIPTION								TOTAL HOURS PER TASK	
Task 13.0 Contractor Coordination / Bidding		0	16	0	30	0	8	54	
13.1a	Pre-Bid Meeting		4		4			8	
13.2a	Contractor Questions		4		8			12	
13.3a	Bid Addendums (up to 2)		2		8		8	18	
13.4a	Bid Opening Meeting		4		4			8	
13.4b	Bid Tabulation & Recommendation		2		6			8	

ID	iTask Name	Work Days	Calendar Days	Start	Finish
1	Taxiway B Improvements Phase 1 - Design Schedule	250 days	365 days	Mon 10/2/23	Mon 9/30/24
2	PRE-DESIGN PHASE	124 days	184 days	Mon 10/2/23	Tue 4/2/24
3	Project Kick-Off Meeting	1 day	1 day	Mon 10/2/23	Mon 10/2/23
4	Investigate Existing Conditions	1 day	1 day	Tue 10/3/23	Tue 10/3/23
5	Geotechnical Fieldwork 7460	35 days	49 days	Tue 10/3/23	Mon 11/20/23
6	Geotechnical Fieldwork	1 day	1 day	Tue 11/21/23	Tue 11/21/23
7	Preliminary Geotechnical Information	5 days	9 days	Wed 11/22/23	Thu 11/30/23
8	Final Geotechnical Report	35 days	59 days	Wed 11/22/23	Fri 1/19/24
9	Topographical Survey	2 days	2 days	Wed 10/18/23	Thu 10/19/23
10	Environmental Field Survey	2 days	2 days	Wed 10/18/23	Thu 10/19/23
11	Prepare Base Map & Survey Control Plan	10 days	14 days	Fri 10/20/23	Thu 11/2/23
12	Biological Resource Study	15 days	21 days	Fri 10/20/23	Thu 11/9/23
13	Floodplain Encroachment Public Review	20 days	32 days	Fri 11/10/23	Mon 12/11/23
14	CATEX Development & Production	30 days	50 days	Tue 12/12/23	Tue 1/30/24
15	CATEX Approval Period	45 days	63 days	Wed 1/31/24	Tue 4/2/24
16	30% SCHEMATIC DESIGN	58 days	90 days	Fri 12/15/23	Wed 3/13/24
17	30% Design Documents	30 days	50 days	Fri 12/15/23	Fri 2/2/24
18	30% Submittal to City/Airport	1 day	1 day	Mon 2/5/24	Mon 2/5/24
19	30% Submittal to ADOT	1 day	1 day	Mon 2/5/24	Mon 2/5/24
20	30% City/Airport/ADOT Review	25 days	35 days	Tue 2/6/24	Mon 3/11/24
21	30% City/Airport/ADOT Review Meeting	1 day	1 day	Tue 3/12/24	Tue 3/12/24
22	Plans-in-Hand Site Visit	1 day	1 day	Wed 3/13/24	Wed 3/13/24
23	60% DESIGN DEVELOPMENT	37 days	51 days	Thu 3/14/24	Fri 5/3/24
24	60% Design Documents	20 days	28 days	Thu 3/14/24	Wed 4/10/24
25	60% Submittal to City	1 day	1 day	Thu 4/11/24	Thu 4/11/24
26	60% City/Airport Review	15 days	21 days	Fri 4/12/24	Thu 5/2/24
27	60% City/Airport Review Meeting	1 day	1 day	Fri 5/3/24	Fri 5/3/24
28	95% CONSTRUCTION DOCUMENTS	43 days	61 days	Mon 5/6/24	Fri 7/5/24
29	95% Design Documents	15 days	19 days	Mon 5/6/24	Fri 5/24/24
30	95% Submittal to City	1 day	1 day	Tue 5/28/24	Tue 5/28/24
31	95% Submittal to ADOT (for bid approval)	1 day	1 day	Tue 5/28/24	Tue 5/28/24
32	95% City/Airport/ADOT Review	25 days	35 days	Wed 5/29/24	Tue 7/2/24
33	95% City/Airport/ADOT Review Meeting	1 day	1 day	Wed 7/3/24	Wed 7/3/24
34	Plans-in-Hand Site Visit	1 day	1 day	Fri 7/5/24	Fri 7/5/24
35	FINAL 100% BID-READY DOCUMENTS	15 days	19 days	Mon 7/8/24	Fri 7/26/24
36	100% Bid Documents	10 days	12 days	Mon 7/8/24	Fri 7/19/24
37	Compile Design Files/Package Submittal	4 days	4 days	Mon 7/22/24	Thu 7/25/24
38	100% Submittal to City	1 day	1 day	Fri 7/26/24	Fri 7/26/24
39	BID PHASE	45 days	64 days	Mon 7/29/24	Mon 9/30/24
40	Bid Period	45 days	64 days	Mon 7/29/24	Mon 9/30/24

Design Production Schedule
CHD Taxiway B Improvements Phase 1
Dibble - 08/23/2023

Task External Tasks Inactive Summary Start-only Deadline

Split External Milestone Manual Task Finish-only

Milestone Inactive Task Duration-only External Tasks

Summary Inactive Milestone Manual Summary Rollup External Milestone

Project Summary Inactive Milestone Manual Summary Progress

DIBBLE Survey Fee Proposal

Client: DIBBLE Airport
Project: CHD Taxiway B Improvements

Project #: N/A
Requested by: M Hall
Prepared by: J Graham

Billing Format: X

Lump Sum
Task Lump Sum
Time and Materials

DIBBLE Staff Hours By Task

Task Number	Task Descriptions	300-Land Surveyor Manager (RLS)	305-Land Surveyor (RLS)	310-Project Surveyor	150-CAD Technician	315-Survey Technician	320-Survey Crew	323-GIS Specialist	127-QA/QC Manager	740-Admin Assistant	Total
	Topographic Survey										
1	Records Research & Crew prep	1									
2	H & V Cntrl, Locate ROW and Prop Mons						4				
3	Topographic Survey						12				
4	Set Property Corners										
5											
6											
7											
8	Office Work										
9	Basemap Preparation		3			12					
10	Utility Coordination/Mapping										
11	Property/Rights of Way										
12	Lot Split Prep										
13	Control Sheet	1				4					
14											
15	QA/QC	1									
16											
17											
18											
19											
20											
21											
22											
23											
24											
25											
26											
27											
28											
29											
30											
STAFF HOURS TOTAL		3	3			16	16				38

DIBBLE Survey Fee Proposal

Client: DIBBLE Airport
Project: CHD Taxiway B Improvements

Project #: N/A
Requested by: M Hall
Prepared by: J Graham

Billing Format: X

Lump Sum
Task Lump Sum
Time and Materials

DIBBLE Labor Fee By Task

Task Number	Task Descriptions	300-Land Surveyor Manager (RLS)	305-Land Surveyor (RLS)	310-Project Surveyor	150-CAD Technician	315-Survey Technician	320-Survey Crew	323-GIS Specialist	127-QA/QC Manager	740-Admin Assistant	Total
Staff Billing Rates		\$ 190.00	\$ 170.00	\$ 122.00	\$ 119.00	\$ 107.00	\$ 200.00	\$ 140.00	\$ 205.00	\$ 85.00	
	Topographic Survey										\$5,184
1	Records Research & Crew prep	\$190									\$190
2	H & V Cntrl, Locate ROW and Prop Mons						\$800				\$800
3	Topographic Survey						\$2,400				\$2,400
4	Set Property Corners										
5											
6											
7											
8	Office Work										
9	Basemap Preparation		\$510			\$1,284					\$1,794
10	Utility Coordination/Mapping										
11	Property/Rights of Way										
12	Lot Split Prep										
13	Control Sheet	\$190				\$428					\$618
14											
15	QA/QC	\$190									\$190
16											
17											
18											
19											
20											
21											
22											
23											
24											
25											
26											
27											
28											
29											
30											
LABOR FEE TOTAL		\$570	\$510			\$1,712	\$3,200				\$5,992

Subconsultants Fee By Task

DIBBLE Survey Fee Proposal
 Client: DIBBLE Airport
 Project: CHD Taxiway B Improvements

Project #: N/A
 Requested by: M Hall
 Prepared by: J Graham

Billing Format: X

Lump Sum
 Task Lump Sum
 Time and Materials

Vendor Name	Task Description	Quantity	Unit	Cost/Unit	Total
			Lump Sum		
SUBCONSULTANT FEE TOTAL					

Direct Costs and Allowances

Item	Item Clairification	Quantity	Unit	Cost/Unit	Total
Food	Breakfast, Lunch and Dinner		Day		
Hotel			Night		
DIRECT COSTS AND ALLOWANCES TOTAL					

Fee Summary

Item	Fee
Project Total Dibble Labor	\$ 5,992
Project Total Subconsultants	\$ -
Project Total Direct Costs and Allowances	\$ -
PROJECT COMPENSATION TOTAL	\$ 5,992

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.

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

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.



ENVIRONMENTAL CONSULTANTS

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20 East Thomas Road, Suite 1700
Phoenix, Arizona 85012
Tel 602.274.3831 Fax 602.274.3958
www.swca.com

July 7, 2023

Charlie McDermott
Aviation Planning Manager
Dibble
7878 North 16th Street, Suite 300
Phoenix, Arizona 85020-4669

Re: Chandler Municipal Airport Taxiway B Improvements Phase 1 Project in Chandler, Maricopa County, Arizona

Dear Charlie:

SWCA Environmental Consultants (SWCA) is pleased to provide you with our revised proposal to conduct a biological resource evaluation for the proposed Taxiway B Improvements Phase 1 Project at the Chandler Municipal Airport in Chandler, Maricopa County, Arizona.

We offer our services for a **fixed-fee** total of **\$6,250.00**. SWCA can begin work immediately upon successful execution of a contract and receipt of notice to proceed from Dibble.

Please feel free to contact me at (520) 348-3384, or via email at egladding@swca.com. Thank you again for the continued opportunity to work with Dibble.

Sincerely,

A handwritten signature in blue ink that reads "Eleanor R. Gladding". The script is cursive and fluid.

Eleanor R. Gladding
Lead Biologist II – Senior Biologist

SCOPE OF WORK

SWCA Environmental Consultants (SWCA) understands that Dibble is assisting the Chandler Municipal Airport with the Taxiway B Improvements Phase 1 Project, which includes a 7.60-acre project area (i.e., taxiway improvements area, haul route, and staging area). This project may require Federal Aviation Administration (FAA) review/approval and be subject to the National Environmental Policy Act (NEPA) process; thus, Dibble has requested that SWCA conduct the following biological services.

TASK 1. BIOLOGICAL RESOURCES SERVICES

It is our understanding that the proposed 7.60-acre project area is within the boundaries of the Chandler Municipal Airport and is within a developed area. However, the FAA has requested specific documentation regarding the biological environment and relevant regulations for the project's NEPA documentation.

Prior to the site visit, an SWCA biologist will review the U.S. Fish and Wildlife Service's species list for Maricopa County generated from the Information for Planning and Consultation system and the online occurrence records for special-status species near the project area using the Arizona Game and Fish Department Arizona Heritage Geographic Information System online environmental review tool. The SWCA biologist will then visit the project area to document the existing conditions and record any information related to the following regulations: Endangered Species Act (ESA), Migratory Bird Treaty Act, Arizona Department of Agriculture-administered Arizona Native Plant Law, Arizona Department of Agriculture noxious weed regulations, and Clean Water Act (CWA).

TASK 1.1 – FLOODPLAIN REVIEW

Using information provided by Dibble, SWCA will evaluate the potential floodplain encroachment in accordance with FAA Order 1050.1F Desk Reference (v2) in conjunction with FAA Order 1050.1F Environmental Impacts: Policies and Procedures. EO 11988 requires federal agencies to avoid, to the extent possible, the long and short-term adverse impacts associated with the occupancy and modification of the base floodplain, to build to the FFRMS flood elevation, and to avoid direct or indirect support of floodplain development wherever there is a practicable alternative.

TASK 1.2 – FLOODPLAIN FINDINGS TECHNICAL MEMO

Using information provided by Dibble, SWCA will summarize the findings from Dibble Tasks 1.2- 1.4 in a section of the BE report. A draft BE will be submitted for review and comment. SWCA will incorporate applicable comments which will be incorporated into the final report.

TASK 1.3 PUBLIC REVIEW

In coordination with Dibble, SWCA will prepare a draft public notice to provide the public an opportunity for early public review of any plan or proposal that would encroach on the base floodplain.

Section 2(a)(4) of Executive Order 11988 and Paragraph 7 of DOT Order 5650.2 require agencies to provide the public an opportunity for early public review of any plan or proposal that would encroach on the FFRMS floodplain. Any public notices, notices of opportunity for public hearing, public hearing notices, and notices of NEPA document availability must state that an encroachment is anticipated. If the encroachment is a significant floodplain encroachment that must be clearly indicated in these public involvement processes.

In addition, CWA specialists will review the Federal Emergency Management Agency (FEMA) floodplain mapping tool and identify any flood hazards in the project area. If flood hazards are identified, then a qualitative review of the project activities on those floodplain areas under Executive Order 11988 will be completed. Finally, the project area will be qualitatively reviewed under the Federal Flood Risk Management Standard (FFRMS) in Executive Order 14030. SWCA will not establish the current or future flood elevation (how high) or flood hazard area (how wide) but will complete an environmental review of the FFRMS limits within the project area calculated by Dibble.

SWCA will prepare a technical memorandum report to document our findings and any recommendations we have regarding the results of our data review and site visit. This report will be delivered as an electronic (PDF) file. SWCA anticipates being able to provide this report within 2 to 3 weeks upon receipt of a fully executed contract and notice to proceed.

ASSUMPTIONS

1. No impacts to any ESA-listed species will be identified; thus, a formal biological assessment report will not be needed or required for this project.
2. Access to the airport, if restricted, will be arranged by a client representative.
3. A KMZ or shapefile of the project area will be provided to SWCA.
4. The project area will not exceed 7.60 acres.
5. If, for any reason, the biologist is not able to survey the project area as a result of access restrictions, additional costs could be incurred beyond the amount proposed herein.
6. SWCA will not calculate or engineer any flood base elevations, Dibble will identify the FFRMS floodplains in the vicinity of the proposed project and provide their analysis to SWCA for our use in preparing the analysis.
7. SWCA's flood base review is limited to the qualitative assessment of the base floodplain's natural beneficial values within the project area.
8. This cost assumes only one round of revision to address comments.
9. All deliverables will be in electronic (PDF) format.
10. These costs do not include submission of the report to any agency other than the FAA.
11. Any task not expressly described herein is not included in the proposed cost.

The total cost to complete this scope of work is \$6,250.00

May 26, 2023

Mark Hall
Dibble Engineering
3020 East Camelback Road, Suite 210
Phoenix, AZ 85016

**RE: Proposal for Pavement Evaluation
CHD Taxiway B Extension
2380 South Stinson Way
Chandler, AZ
Proposal No. 84471 S**

Mr. Hall:

Speedie & Associates, Inc. look forward to continuing our relationship with Dibble Engineering in helping you improve Chandler Municipal Airport (CHD) in Chandler, Arizona. In response to the request for proposal, we hereby provide our scope of work and cost proposal to conduct a soil investigation at the above referenced site that will assist your team in developing pavement design requirements.

All work on this project will be carried out by our forces located in our Phoenix office under the overall supervision of Todd Hanke, P.E., who is the Senior Geotechnical Project Manager and a registered Professional Engineer in the state of Arizona. The only outside services will be contract drilling by Resilient Drilling who will drill the borings under the direct supervision of our field engineers. The following is a list of the primary personnel that will be assigned to work on or support this project. All personnel will be made available on an as-needed basis to complete this project on time and respond to questions throughout the design.

Geotechnical Engineering Services

Gregg A. Creaser, P.E. – Principal in Charge – Geotechnical Services
Todd B. Hanke, P.E. – Senior Project Manager
Ken Euge – Project Coordinator
Keith R. Gravel, P.E. – Project Manager
Nick Vitale, P.E. – Staff Engineer - Field Logging
Jack Stransky, P.E. – Staff Engineer - Field Logging
Ryan Bainum, – Staff Engineer - Field Logging

Speedie & Associates is committed to providing a high level of service to its clients, according to their needs. If some portion of this proposal does not meet the current needs or desires of the Design Team, Speedie & Associates is willing to consider appropriate modifications, subject to the standards of care which we adhere to as professionals. Modifications in the scope, methodology, or other terms and conditions may result in changes in the estimated fees and changes in the risks which the client will

necessarily assume. This investigation and pavement design will be based on the guidelines of FAA AC No. 150/5320-6G with modifications. It is assumed that the owner and/or client will provide the anticipated traffic data required to complete the pavement design analysis. The intent of this geotechnical investigation is to gather soil related information and to provide new airfield pavement designs that will meet the FAA requirements, based on the anticipated loading. The scope of work anticipated has been broken down as follows:

SCOPE/FEE

This project will include the construction of a new 1,300 lf extension of Taxiway B at Chandler Municipal Airport from Taxiway N southwest to Taxiway L. The taxiway will be approximately 40 feet in width with 10 foot wide paved shoulders on each side. The information from this investigation will be used to make recommendations for construction of the taxiway pavement to meet FAA standards. It is assumed that the new airfield pavement will be designed based on traffic data to be provided by the client.

The following Tasks are anticipated to complete this project based on our current understanding of the project and the guidelines outlined within FAA AC No. 150/5320-6G with modifications.

Task 1 Project Preparation – We will review all available as-built pavement information and previous soils reports provided. We will participate in one on-site meeting with the design team to go over project details and establish ideal locations to advance soil borings. The frequency and depth of soil borings may be modified based on the final configuration and access restrictions. Once a final boring location layout has been determined we will contact the airport and coordinate field activities.

We will mark the proposed boring locations in the field with the locations to be approved by the client and owner. Speedie & Associates will take reasonable precautions to avoid damage to subterranean structures, pipelines and utilities including notifying AZ811 (Blue Stake) and reviewing any utility plans provided by the client. The client (and owner) agree Speedie & Associates is not responsible for any damages to underground structures, pipelines and utilities that are not traceable, not called to our attention and/or correctly shown on the plans furnished to Speedie & Associates.

Task 2 Field Investigation – We propose to conduct a traditional geotechnical investigation with boring completed as has been done previously at this airport. We will drill and sample sufficient test borings to adequately determine subsoil conditions and provide samples for laboratory testing. Sufficient laboratory tests will be conducted to properly classify the soils encountered and provide data for engineering design. Per the RFP, we presently anticipate drilling seven (7) pavement borings to depths of approximately 10 feet below existing ground surface, or auger refusal, whichever comes first. **The base fee assumes all day time work since the work is located in an aircraft non-movement area.**

We anticipate that drilling activities can be completed with a standard truck-mounted drill rig. This drilling equipment has a maximum operating height of 30 feet. An airport flag

will be installed at the top of the drill rig mast. Vehicles will be equipped with an airport beacon light. Once completed, the borings will be backfilled with cuttings.

Task 3 Laboratory Analysis - Sufficient laboratory tests will be conducted to properly classify the soils encountered and provide data for engineering design. The following tests will be conducted (number of tests):

- a. Grain Size Analysis (7)
- b. Plasticity Index (7)
- c. Standard Moisture Density Relations (2)
- d. CBR (2)
- e. In-place Moisture/Density (7)

Task 4 Analysis and Report – We will participate in local discussions with the design team and explore alternative cost saving options. This process will include review of the aircraft data/loading and layout plans provided by Dibble Engineering. We will communicate alternative pavement sections to be considered in the design.

We will analyze the data obtained from field and laboratory testing and prepare a draft report presenting all data obtained, including individual Log of Test Borings, Tabulation of Test Data and recommendations including the following:

1. Asphalt concrete pavement designs based on the findings from the investigation and anticipated airplane traffic provided by the client/airport.
2. Alternative pavement designs as dictated by soil conditions encountered.
3. Groundwater conditions, if any, to the depths which will influence design and/or construction of the proposed development.
4. Swell potential of in-situ and compacted soils and recommendations for control if highly expansive.
5. Suitability of site soils for use as compacted fill and preferred earthwork methods, including clearing, stripping, excavation and construction of engineered fill.
6. Local excavation and trenching conditions and stability considerations.

Once the design team has reviewed the draft report, we will issue a final report with resolution of all comments.

FEE

We propose to provide the services set forth herein for the following not to exceed amounts, which includes all testing, engineering, reimbursable expenses and an electronic (pdf format) file of the report emailed upon completion. Should we be informed that hard copies of the report are needed after it has been finalized, there will be an additional charge of \$50.00 per report. Charges for our services have been determined on the basis of our Standard Fee & Rate Schedule which is attached.

Geotechnical Investigation & Report **\$ 7,900.00**

The fee estimate assumes day time field operations and does not include delays in the field not caused by Speedie and Associates and its subcontractor. The amount does not include client meetings, additional consultation or other services not specifically stated in this proposal. Should our studies encounter conditions, which warrant additional investigation and/or testing, such conditions will be reviewed with you prior to proceeding.

We have the staff available to begin work immediately upon notice to proceed. Currently 7 to 10 working days are required to mark, obtain utility clearances and begin auger borings. Fieldwork for auger borings should take one day (access and weather permitting). Lab testing will require about 5 weeks. We can provide preliminary information a few days after drilling the site. The complete draft report will be issued within ten days of lab testing completion. **This schedule is subject to change depending on our workload when Notice to Proceed is received.** As always, we stand ready to make reasonable adjustments to this schedule to meet our clients' needs.

We appreciate the opportunity to submit this proposal for your consideration. If the terms set forth are satisfactory, please attach this proposal to your standard contract for professional services.

Respectfully submitted,
SPEEDIE & ASSOCIATES, LLC



Kenneth M. Euge II
Geotechnical Field Manager



Todd B. Hanke, P.E.
Senior Project Manager



June 1, 2023

Dibble Engineering
3020 East Camelback Rd, Suite 210
Phoenix, Arizona 85016

Attn.: Mr. Mark Hall

Re: Chandler Municipal Airport
Taxiway B Improvements Phase 1
Proposal for Electrical Engineering Design, and Bid Services
CRE Proposal No.: 23011

Dear Mr. Hall,

We thank you for choosing our firm to work as your designer for the above project. We are pleased to present our proposal in the listed attachments below.

Scope of Work: See attached Exhibit A.

Fee Proposal: See attached Exhibit B.

This proposal will be valid for the next ninety (90) days, and we reserve the right to renegotiate it if it has not been accepted within that period. Should conditions of the work change so as to materially affect the level of effort or the time required, then equitable adjustments to fee and schedule will be made. Consultant will notify Client when a changed condition becomes apparent. Failure of Client to provide a timely and equitable adjustment is cause for termination by Consultant.

We will bill you for services rendered to date. Payment will be due within thirty (30) days of billing date.

Please do not hesitate to call if you have any questions.

Sincerely yours,

CR ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read 'Catherine Alcorn', is written over a light blue circular stamp.

Catherine Alcorn, P.E.
President

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SCOPE OF WORK

CHANDLER MUNICIPAL AIRPORT

TAXIWAY B IMPROVEMENTS PHASE I

Electrical Design and Bid Phase Services

Prepared by CR Engineers, Inc.
JUNE 1, 2023

CR Engineers (CRE) shall prepare electrical designs, plans, specifications, quantities, and estimates, for the electrical and airfield lighting and signage additions and modifications associated with the Phase I Taxiway B Improvements at Chandler Municipal Airport.

The electrical design will include the following components:

- New incandescent taxiway edge lights and LED signage, conduit, and cable systems for the Taxiway B extension of 1300' between Taxiway L and N. The new airfield lighting components will be connected to the existing Taxiway B circuit powered from the existing 15KW ferroresonant constant current regulator in the airfield lighting vault.
- Specifications will be provided for temporary airfield lighting systems during construction phasing to maintain the runway and taxiway lighting and signage circuits.
- Screen modifications to the ADB Airfield Lighting Control and Monitoring System (ALCMS) in the vault will be required to incorporate the Taxiway B extension. Per the FAA AIP Handbook Order 5100.38D, any modifications to an existing ALCMS must be procured separately since it has to be sole sourced to the existing ALCMS manufacturer (i.e. ADB in this case). This scope of work will include preparation of a separate bid package comprised of a performance specification and updated circuit map of the proposed construction area for the ALCMS modification procurement.

The following services will be provided:

1. Airfield Traffic Analysis/Phasing

CRE will assist in electrical issues related to the construction phasing study and plans for the construction within the runway and taxiway safety areas and runway safety/approach areas.

2. FAA/ADOT Documentation

CRE will prepare the electrical portion of the Engineer's report including project scope, design standards used, lighting and signage design and criteria, and estimated costs and quantities.

3. Specifications

Technical Specifications: CRE will prepare electrical Technical Specifications based on current FAA Advisory Circular requirements for all work specified.

Submittals:

The 30% preliminary design submittal will include preliminary electrical design plans, Electrical technical specification table of contents, electrical portion of engineer's report, and cost estimates.

The 60% preliminary design submittal will include preliminary electrical design plans, preliminary specifications, electrical portion of engineer's report, and cost estimates.

The 95% preliminary design submittal will include preliminary electrical design plans, preliminary specifications, electrical portion of engineer's report, and cost estimates.

The 100% final design submittal will include (Bid Set) final electrical design plans, specifications, and cost estimates.

CRE will attend the pre-bid conference and respond to Request For Information (RFI) during bidding.

CRE will also attend the following meetings: design kick-off meeting and 3 review meetings.

Fees

See attached Exhibit B for proposed fee schedule and detailed task descriptions.

CR Engineers, Inc.

1.0 Design Fee Proposal Worksheet

Project Name: Chandler Municipal Airport - Taxiway B Improvements Phase 1

Date: 06/01/23

CRE Proposal No.: 23011

	Task Description	Quantity	Project Manager /Engineer	Senior Designer	CADD Designer / Manager	Senior Field Inspector	Project Assistant	Total Hours
1.1	Meetings & Site Visits							
1.1.1	Kick-off Meeting	1	3.0					3.0
1.1.2	Review Meeting(s)	3	9.0					9.0
1.1.3	Site Visit(s)	1				6.0		6.0
1.2	Utility/Demand							
1.2.1	CCR Calculations		1.0	4.0				5.0
1.3	Contract Documents							
1.3.1	Electrical Drawing(s)		4.0	32.0	36.0	8.0		80.0
1.3.2	Specifications		2.0	7.0			4.0	13.0
1.3.3	Engineers Report		2.0	6.0				8.0
1.3.4	Cost Estimate		1.0	2.0		10.0		13.0
1.3.5	30% Submittal		2.0		2.0		1.0	5.0
1.3.6	60% Submittal		4.0		3.0		1.0	8.0
1.3.7	95% Submittal		4.0		3.0		1.0	8.0
1.3.8	100% Submittal		2.0		2.0		1.0	5.0
2.0	Bidding Assistance							
2.1	Pre-bid Meeting/Walk Through	1				3.0		3.0
2.2	Answer Questions		1.0	2.0				3.0
1.0	Totals		35.0	53.0	46.0	27.0	8.0	169.0

Overhead Rate 150 %

Profit Margin 10 %

	Labor Rates Per Hour:		\$74.50	\$43.75	\$34.50	\$46.20	\$24.51	
	Direct Labor:		\$2,607.50	\$2,318.75	\$1,587.00	\$1,247.40	\$196.08	
	Overhead:		\$3,911.25	\$3,478.13	\$2,380.50	\$1,871.10	\$294.12	
	Overhead + Direct Lab:		\$6,518.75	\$5,796.88	\$3,967.50	\$3,118.50	\$490.20	
	(OH + Direct) x Profit:		\$651.88	\$579.69	\$396.75	\$311.85	\$49.02	
1.0	Total Fees		\$7,170.63	\$6,376.56	\$4,364.25	\$3,430.35	\$539.22	\$21,881.01

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A