



PROFESSIONAL SERVICES AGREEMENT
Design Services
101/202 REDUNDANT 66-INCH SEWER LINE
Project No. WW2402.201
Council Date: April 4, 2024

This Agreement ("Agreement") is made and entered into on the ____ day of _____, 2024 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Wilson Engineers, LLC**, an Arizona limited liability company, ("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 **101/202 REDUNDANT 66-INCH SEWER LINE** 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 **480** 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 **\$498,550** 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: Daniel Haskins, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3335 Email: Daniel.haskins@chandleraz.gov																							
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Melanie Sikes, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3395 Email: melanie.sikes@chandleraz.gov																							
To Consultant:	<table border="1"> <tr> <td>LEGAL COMPANY NAME:</td><td>Wilson Engineers, LLC</td></tr> <tr> <td>Mailing Address:</td><td>1620 W Fountainhead Parkway, Suite 501, Tempe AZ 85282</td></tr> <tr> <td>Physical Address:</td><td>same</td></tr> <tr> <td>Statutory Agent Name:</td><td>Steve Todd</td></tr> <tr> <td>Statutory Agent Mailing Address:</td><td>1620 W Fountainhead Parkway, Suite 501, Tempe AZ 85282</td></tr> <tr> <td>Statutory Agent Physical Address:</td><td>same</td></tr> <tr> <td colspan="2">CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE</td></tr> <tr> <td>Name:</td><td>Philip Noonan</td></tr> <tr> <td>Title:</td><td>Principal</td></tr> <tr> <td>Phone:</td><td>602-728-1043</td></tr> <tr> <td>Email:</td><td>Phil.noonan@wilson-engineers.com</td></tr> </table>		LEGAL COMPANY NAME:	Wilson Engineers, LLC	Mailing Address:	1620 W Fountainhead Parkway, Suite 501, Tempe AZ 85282	Physical Address:	same	Statutory Agent Name:	Steve Todd	Statutory Agent Mailing Address:	1620 W Fountainhead Parkway, Suite 501, Tempe AZ 85282	Statutory Agent Physical Address:	same	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE		Name:	Philip Noonan	Title:	Principal	Phone:	602-728-1043	Email:	Phil.noonan@wilson-engineers.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

**"CONSULTANT"
WILSON ENGINEERS, LLC**

MAYOR

Signature 3/5/24
Date

RECOMMENDED BY:

Print Name

Daniel Haskins, P.E.
CIP City Engineer

Title

APPROVED AS TO FORM:

Signer Email Address

City Attorney JWB

ATTEST:

City Clerk Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE



101/202 REDUNDANT 66-INCH SEWER LINE

EXHIBIT "A" SCOPE OF DESIGN SERVICES/SCHEDULE

February 26, 2024

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

Consultant (Engineer) will provide services for the design, permitting, and development of construction documents for a redundant 66-inch diameter gravity sewer line that crosses the Loop 101 and 202 Freeway. The 66-inch diameter gravity sewer line segment is approximately 800 linear feet in length of which 650 feet will be routed within a steel casing as it crosses the Loop 101 and 202 Freeway. In addition, this project includes rerouting of several 48-inch diameter gravity lines that are approximately 2,000 LF in length. The design will include a total of 4 junction structures for connecting the existing gravity lines to the proposed redundant 66-inch gravity line. Further, the project services will include lining of approximately 2,050 LF of 48-inch diameter sewer, 900 LF of 30-inch diameter sewer, and 800 LF of the existing 66-inch diameter sewer that crosses the Loop 101 and 202 transition. Scope of services for the project are more specifically described herein below.

- 1.1 Project Scope Overview - This Scope of Services presents the tasks required for providing design of a redundant 66-inch diameter gravity line, associated 48-inch diameter sewer lines, diversion structures, and lining of a portion of the existing 30-inch, 48-inch and 66-inch diameter gravity lines. This project will include the following tasks;
 - a. Utilize the completed thirty percent conceptual design prepared by Wilson Engineers for the new 66-inch redundant gravity sewer design. In addition, design will be included for lining approximately 2,050 lineal feet of 48-inch and 800 lineal feet of 66-inch diameter gravity sewers, starting from the City's existing diversion structure adjacent to Price Road and the Loop 101 Freeway entrance and thru the existing 66-inch diameter gravity line that crosses the Loop 202 to the new junction structure that is being planned. Lining design also includes 900 linear feet of 30-inch diameter sewer line from the City's diversion structure and across the Loop 101 and ending near the AOT lift station. The design will include sewer connection details, pipe properties, pipe thickness, and potential construction costs. The redundant design concept will be documented as part of the design report.
 - b. Prepare plans and technical specifications for the redundant 66-inch sewer line and lining segments. Topographic and aerial survey from past efforts will be utilized in preparation of the plan and profiles of the redundant gravity sewer and lining segments. Utility information for the area and associated gravity lines will be shown. The construction documents for the redundant and lining segments will include;
 - i. Plan and Profiles of the entire redundant and lining alignment
 - ii. Steel liner details for crossing the Loop 101 and 202 Freeway along with coordination with boring contractors. Boring and steel casing development

will include coordination with the City of Chandler and all stakeholders, including the Construction Manager at Risk (CMAR) Contractor.

- iii. Junction structure design along with structural details.
 - c. Coordinate with entities such as Public Works and Utilities, ADOT, SRP, and public utility entities.
 - d. Coordinate with City's CMAR
 - e. Engineer will provide all design services for the Project including, but not limited to, civil, mechanical, and structural pipe details.
 - f. The Engineer shall coordinate with the CMAR who will obtain the Geotechnical investigation report and pothole data.
- 1.2 Assignment - The design agreement has been awarded to an Engineer based on their proposed personnel and specified sub-consultants. Any deviations or substitutions of these team members must be pre-approved in writing by City. Those persons listed in Exhibit B will perform those portions of the work listed therein.
- 1.3 Project Schedule - Engineer must perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference.

Engineer must adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of City. Engineer 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. Engineer must take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist Engineer.

2. PERIOD OF SERVICE (MILESTONES):

- 2.1 Following receipt of a "Notice to Proceed" with the design work, Engineer must complete the design and have final construction documents ready by May 2025.
- 2.2 Engineer must complete all services specified herein in accordance with the Project Schedule and progress milestones. In the event delays are experienced beyond the control of the Engineer, the completion date may be extended as mutually agreed upon by City and Engineer.

3. PROJECT MANAGEMENT SERVICES DURING DESIGN

The Engineer will perform project management services, must meet with City staff to ascertain the requirements of the Project and will arrive at a mutual understanding of such requirements as described in the following subtasks:

- 3.1 Conduct/Attend Meetings - The Engineer will conduct meetings and/or workshops with City staff to discuss specific technical aspects of the design; progress in the development of the design, drawings, and specifications; and related issues that may affect Project results. The Engineer will inform the City Project Manager of the progress via weekly

telephone discussions or email updates in addition to the listed meetings below. The meetings or workshops will consist of the following;

- a. Project Kickoff Meeting
- b. Weekly Updates – via email or conference call
- c. Monthly progress and/or meetings with City staff (eight meetings)
- d. Scheduled review meetings/workshops with City staff. A total of eleven meetings/workshops are anticipated which include;
 - i. Boring and Steel Casing Workshop
 - ii. Sixty Percent (60%) Progress Submittal Review Meeting
 - iii. Ninety Percent (90%) Progress Submittal Review Meeting
 - iv. Utility, SRP and ADOT coordination meetings (four meetings)
 - v. Meetings with the City's CMAR Contractor for Cost Model and GMP review (three meetings)

The Engineer will prepare and distribute meeting agenda and document meeting results for each meeting and workshop.

4. PRELIMINARY DESIGN SERVICES

Conducting preliminary design services as a distinct project phase is intended to advance the Project by early determination of Project requirements, constraints, criteria, alternatives, decisions, and documentation. It is anticipated that an integral part of preliminary design services will not only assist the Project to its timely and successful completion and more fully meet the needs of the City, but also actually expedite it. Preliminary design information is necessary to adequately define the Project and for making subsequent scope recommendations, securing scope approval, and budget decisions.

Preliminary design should provide the following information in a manner, and at a level of detail, appropriate for a particular project's type, complexity, size, and site characteristics:

- Summary of basis of design, expected level of service desired, and prior planning efforts supporting the Project;
- Details related to the Project scope;
 - Documentation of Project requirements
 - Pipe diameter
 - Alignment analysis
 - Junction Structure Design
 - Design needs related to alignment and sewer materials to meet Project requirements.
- Evaluation of existing utility location and analysis of existing conditions;
- Construction cost based on the Project scope, site characteristics, and expected implementation schedule;

Preliminary design shall finalize the Project's basis of design prior to production of detailed construction drawings. The purpose for City review of preliminary design elements is to select the proposed detail concepts for the 101/202 Redundant 66-inch Sewer layout, junction structure concepts, pipe materials, steel casing design concept and any special construction requirements prior to production of final construction drawings.

- 4.1 Existing Conditions Data Collection - The Engineer will gather and analyze existing data and infrastructure relevant to the redundant gravity sewer line and lining design elements. Data is anticipated to include existing City water, sewer, and storm drain quarter section maps and record drawings, previous planning studies, previous inspection and assessment reports, pipeline condition assessment data and reports, master plans and studies, and other data pertinent to the project design that may be available. As for preliminary research before preparing the project design, Engineer will;
- a. Perform a Document Search for utility as-builts.
 - b. Perform a Document search for rights-of-way.
 - c. Perform a Document search for survey ties and benchmarks.
 - d. Perform a Document search for City policies, regulations, standards, design manuals, and requirements, etc. relevant to project.
 - e. Research and/or obtain geotechnical reports and investigations, master plans, computer model data and field surveys.
 - f. Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by City.
- 4.2 Utility Research and Preliminary Mapping - The Engineer will coordinate with utility companies and gather mapping for existing utilities within the identified project corridors. The Engineer will be responsible for initial contact with utilities to request existing utility maps. The Engineer shall catalog and process utility mapping received. The Engineer will incorporate utility data into project base maps and perform the following tasks;
- a. Research all utility companies/agencies and acquire all available as-built and utility records.
 - b. Coordination with utility companies and agencies must be in accordance with the latest version of the "Public Improvement Project Guide" (PIPG).
 - c. Identify utility conflicts during the initial stages of the design process.
 - d. Coordinate the design and installation of the utilities, which includes, but is not limited to, services for electric, communications, water, storm drainage, irrigation and sanitary systems, etc.
 - e. Easements for these utilities shall be identified early in the design stage of the project and necessary information provided to City's Real Estate Department to allow City to complete acquisition during the design phase.
 - f. Submit preliminary plans, specifications, and design calculations to utilities/agencies for review and use during their design for their service improvements or any necessary relocations.
 - g. Conduct utility meetings to coordinate relocations with utility/agency and establish relocation schedules.
 - h. Follow-up with the final design submittal for utility construction and coordination with the construction documents.
 - i. Incorporate the utility/agency private developer construction requirements into the construction documents.
- 4.3 Prepare Preliminary Design Report - The Engineer will prepare a Preliminary Design Report that shall summarize the redundant gravity sewer design along with the lining design and propose a specific course of action from an engineering perspective. The

preliminary design report will include documentation and analysis of the following project components:

- a. Sewer redundant conceptual design
- b. Sewer required diameter
- c. Sewer pipe materials
- d. Project constraints
- e. Alignment and recommendation
- f. Sewer design criteria
- g. Sewer appurtenances design (junction structures, lining material, steel casing)
- h. Right-of-Way, Easement, and ADOT requirements
- i. Assumptions made in formulating basis of design

The preliminary design report will be submitted to the City for review and comment.

- 4.4 Prepare Final Design Report - The Engineer will prepare a final design report. The final design report will incorporate City comments and, if applicable, comments from the CM at Risk. The final design report will be sealed by a Professional Engineer registered in the State of Arizona.

5. PERMIT, REGULATORY AND SAFETY CONSIDERATIONS

The Engineer will obtain necessary permits for construction which shall include the following;

- 5.1 Maricopa County Department of Environmental Services (MCDES) - The Engineer will submit pre-final drawings and specifications for their review and comments. The Engineer will receive and respond to review comments from MCDES and incorporate necessary revisions into the drawings and specifications.

The Engineer will prepare and submit a completed application for "Approval to Construct" certificate including final drawings and specifications to MCDES for their approval. It is required that MCDES issue the "Approval to Construct" certificate prior to the start of construction.

6. DETAILED DESIGN DEVELOPMENT

The Engineer will prepare for City review as progress is made on Project design and preparation of construction drawings and specifications. Deliverables from the Engineer will be reviewed by the City and others during the design development period. The deliverables during design, termed "progress submittals", should be scheduled for submittal in accordance with the schedule prepared under Exhibit A.

The Engineer will prepare progress submittal packages when the design, drawings, and specifications are considered 60, 90 percent (%) complete and Final documents as described in this scope of services. An electronic pdf of the drawings and specifications will be submitted to the City for review. In addition, the Engineer will submit the design documents through the Accela process for 60%, 90% and Final Documents. The level of detail on the drawings in each progress submittal should be as given below unless the City needs other information to complete its review.

In an effort to streamline the progress submittal review process, the Engineer shall present the progress submittals to City Staff in the form of a MS PowerPoint Presentation or a comment review at the various submittal stages. The Engineer shall incorporate comments received from the City during the progress submittal review meetings.

- 6.1 Utility Coordination - The Engineer will complete utility coordination beyond the thirty percent that has already been completed. The Engineer shall add utility mapping received, identify potential conflicts with proposed infrastructure, providing design drawings and documentation for potential City coordination with utilities for relocation, and attendance at coordination meetings.

The Engineer will identify a list of utilities to be field located (potholed) if required to confirm location and depth. Pothole list will be developed in conjunction with the 60% Progress Submittal, and proposed pothole locations denoted on the 90% Progress Submittal. Potholes will be completed by the Contractor. It is assumed that the results of potholes will be stamped by a Land Surveyor registered in the State of Arizona and provided to the Engineer for incorporation into the construction documents.

- 6.2 Sanitary Sewer Sixty Percent (60%) Progress Submittal - The drawings and specifications for the redundant sewer and lining will be completed and have progressed where the design intent is established and must show the work in sufficient detail that the CMAR can recognize general building elements and requirements for construction. Based on the approved Preliminary Design Report Progress Submittal and any adjustments authorized by City in the program, schedule or construction budget, Engineer shall prepare for approval by City, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to structural, mechanical and civil, materials and such other elements as may be appropriate. When the design is approximately sixty percent (60%) complete, Engineer must do the following:

- a. Perform code reviews and implement requirements into the design documents.
- b. Engineer is required to review and complete the City's Constructability Review Checklist. All applicable checklist items are required to be incorporated in the design documents.
- c. Value Engineer the design cooperatively with the entire design team and City's representatives. This effort will occur as early as effectively possible and consist of a focused meeting addressing: relationships of components, construction materials, and replacement alternatives.
- d. Conduct a full document set (plans & specs) review in the presence of all consultants and City's representatives and any other stakeholders.
 - i. Submit electronic pdfs of drawings and technical specifications to City's Project Manager for comment. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.
 - ii. Schedule review meeting with plan check staff to discuss review comments. Clarify with the plan check staff what the design challenges are and decide the method in which they will be resolved.

The set of drawings will include a cover sheet and an index sheet.

a. Civil:

- i. All facilities are shown and located.
- ii. Plan and profile sheets are substantially complete.
- iii. Develop a survey control sheet. Design must utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans.
- iv. Prepare plans, elevations, sections, schedules and notes as required to fix and describe the project as to civil, structural, mechanical, and special systems.
- v. Selection of access portal locations are more defined (if applicable)
- vi. Access portal enlarged views including demolition and utilities (if applicable)
- vii. Identification of Temporary Construction Easements partially defined
- viii. Design calculations are complete
- ix. Draft specifications are assembled
- x. MOPO development started

b. Structural:

- i. Structural replacement details are partially complete (if applicable)
- ii. Design calculations are complete
- iii. Structural detailing is partially complete
- iv. Draft specifications are assembled

- 6.3 Sanitary Sewer Ninety Percent (90%) Progress Submittal - Drawings and details in all disciplines should be complete. Specifications should be essentially complete. Design calculations in all disciplines shall be essentially complete and checked. Comments on design, drawings and specifications from previous reviews must have appropriate responses before the 90% progress submittal is submitted. Comments from the 60% reviews by City staff, any constructability reviews, and review comments from regulatory agencies must have appropriate responses or actions.

The 90% progress submittal shall be used for permit approvals as necessary. Drawings will be stamped by a Professional Engineer registered in the State of Arizona as required for permit submittal, and marked "Agency Review Set"

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, Engineer must prepare, for approval by City, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. When the design is approximately ninety percent (90%) complete Engineer must do the following:

- a. Prepare plans, elevations, sections, schedules, notes and specifications as required to be able to construct the project in its entirety.
- b. Cover sheet to be provided by City on diskette (AutoCAD 2018).
- c. Provide City of Chandler with a copy of the AutoCAD files.
- d. Conduct a full document set (plans & Specs) review in the presence of all consultants and City's representatives.

- 6.4 Sanitary Sewer Final (100%) Submittal - Drawings and specifications should be complete and accepted by the City. All construction documents should be complete and ready for construction pricing of the work. Submit construction documents to Development Services for permit. All plans, calculations and specifications will be stamped. The specifications will be 8-1/2" x 11" and in electronic format. Plans will be black line prints as well as on diskette Auto CAD 2018. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.
- a. Pick-up plan review final comments and prepare stamped documents for reproduction.
- 6.5 Method of Planned Operation (MOPO) - The Method of Planned Operation is a plan or series of plans that describe how to take the Loop 101 and 202 Freeway sewer lines out of service and drain the pipe line for construction activities, maintain operation of the existing facilities during construction, and how to fill and bring the newly constructed gravity sewers on line. The Engineer will prepare a preliminary MOPO during preliminary design and follow up during detailed design with the specific MOPO activities. The design documents will incorporate MOPO items such as bypass pumping or temporary force mains.

The preliminary MOPO will identify areas of construction of the proposed facility that interfaces with the existing facilities. MOPO development will occur during preparation of drawings and specifications and will include the following:

- a. Identification of construction interfaces with the existing facilities that affect existing operations.
- b. Develop draft MOPO plans with input from CMAR, City operation and maintenance staff.
- c. Consider possible effects on design from the draft MOPO plans.
- d. Incorporate MOPO requirements into the drawings and specifications.
- e. Conduct a site walk-through of each MOPO plan with City operation and maintenance staff. Confirm the MOPO durations, constraints, and shared responsibilities required to implement each MOPO plan.
- f. Prepare final MOPO plans, in specification format, and any drawings to be included in the construction documents.

The draft MOPO plans for City review will be included in the 90% and Final Submittals. The final MOPO plans must have City approval and be included in the construction documents at final submittal.

7. COORDINATION WITH CONSTRUCTION MANAGER AT RISK (CMAR)

It is the City's intent to contract for construction services using the Construction Manager at Risk (CMAR) project delivery method. The CMAR will be contracted to provide design phase services and then during construction will provide all services required of a general contractor. The relationship between the CMAR and the Engineer is intended to be collaborative and proactive, both participating as advisors to the City during the design phase. The City wants to incorporate a contractor's perspective and input to the Project planning and design decisions and have the ability to select certain components of the Project for construction prior to full completion of

design.

Design Phase services by the CMAR may include:

- Provide a conceptual and progressively more detailed cost model to confirm budgets and guide design decisions;
- Provide detailed independent cost estimating and knowledge of market conditions;
- Provide a construction management plan and schedule;
- Provide alternate systems evaluation and constructability studies;
- Provide long-lead procurement studies and possibly initiate procurement of long-lead items;
- Assist in the permitting process;
- Provide procurement services for selection of subcontractors and suppliers;
- Prepare the Guaranteed Maximum Price (GMP) for construction;

7.1 Engineer's Coordination with CMAR - The Engineer's effort to coordinate with the CM at Risk will consist of:

- a. Solicit CM at Risk input during design development as appropriate;
- b. Assist in preparing traffic control plans;
- c. Review CM at Risk prepared project schedule;
- d. Review CM at Risk prepared construction estimates ;
- e. Provide information for cost estimating;
- f. Provide input to construction management plan and schedule;
- g. Provide assistance with long-lead procurement activities;
- h. Perform cost model reviews at 60%, and 90%.
- i. Evaluate alternative systems suggested by CM at Risk;
- j. Respond to constructability review comments;
- k. Attend subcontractor pre-selection meetings conduct by CM at Risk;
- l. Prepare addenda as required;
- m. Assist and review during GMP development;
- n. Perform GMP proposal review and prepare recommendation to City;
- o. Assist City with review and development of the subcontractor/supplier selection process.
- p. Coordinate proposed easement locations.

The City may request the CMAR to proceed with early construction of certain Project features before full Project design is complete and request a Guaranteed Maximum Price (GMP) for that portion of the work. The Engineer will prepare the appropriate construction documents for such work. Unless previously planned, this work will be considered outside the original scope of services and will be accounted for under a separate allowance item.

8. OTHER DIRECT COSTS AND ALLOWANCES

8.5 Reimbursable Expenses - Reimbursable expenses have been identified for this assignment as follows:

- a. Mail and Courier
- b. Printing/Reproduction
- c. Scanning/Digitizing

- d. Permit Review Fees – Assumes MCESD Review Fees only. Per MCESD review fee schedule, the sewer line is estimated at \$4,000.

These items are considered project expenses that can be reimbursed by the City with a paid invoice or proof of purchase. Reimbursements are to contain no markups.

- 8.6 Owner's Allowance - The use of this allowance will only be allowed after written direction and authorization from the City.

END OF DOCUMENT

EXHIBIT "B"
COMPENSATION AND FEES



EXHIBIT "B-1"
Lump Sum Cost Per Task

<u>TASK DESCRIPTION</u>		<u>SUBTOTAL</u>
3. Project Management Services During Design		\$ 66,760.00
Conduct/Attend Meetings	\$ 66,760.00	
4. Preliminary Design Services		\$ 50,290.00
Existing Conditions Data Collection	\$ 10,800.00	
Utility Research and Preliminary Mapping	\$ 13,860.00	
Prepare Preliminary Design Report	\$ 20,330.00	
Prepare Final Design Report	\$ 5,300.00	
5. Permit, Regulatory and Safety Considerations		\$ 7,770.00
Maricopa County DES Permit	\$ 7,770.00	
6. Detailed Design Development		\$ 329,010.00
Utility Coordination and Clearances (Addition to 30%)	\$ 13,080.00	
Sixty Percent (60%) Progress Submittal	\$ 135,590.00	
Ninety Percent (90%) Progress Submittal	\$ 101,140.00	
Final (100%) Submittal	\$ 74,380.00	
Method of Planned Operations (MOPO)	\$ 4,820.00	
7. Coordination with CMAR		\$ 20,220.00
Coordination with CMAR	\$ 20,220.00	
8. Other Direct Costs and Allowances		\$ 24,500.00
Reimbursable Expenses	\$ 4,500.00	
Owners Allowance for Additional Services as Directed	\$ 20,000.00	
TOTAL COST:		\$ 498,550.00

TASK DESCRIPTION	Principal	Sr. PM	Sr. Engr.	Project Engineer / Prof	CADD Technicians	Admin	< PROJECT ROLE
	Steve Todd	Phil Noonan, Chris Yarn (structural)	Harsha Sharma, Azeez Saliba	Brennon Harvey, Joseph McGoldrick	Kam Casey, Diana E., Richard V.	Monica F., Paulina D. Mikayla R.	< NAME OF PERSON
	\$ 265.00	\$ 245.00	\$ 190.00	\$ 145.00	\$ 115.00	\$ 95.00	< HOURLY RATES
3. Project Management Services During Design	0	92	118	132	0	28	TOTAL HOURS PER TASK
Conduct/Attend Meetings (18 Meetings)	0	92	118	132	0	28	370
4. Preliminary Design Services	4	28	72	176	16	14	310
Existing Conditions Data Collection	0	8	16	40	0	0	64
Utility Research and Preliminary Mapping	0	8	24	48	0	4	84
Prepare Preliminary Design Report	2	8	24	80	8	8	130
Prepare Final Design Report	2	4	8	8	8	2	32
5. Permit, Regulatory and Safety Considerations	0	10	24	0	0	8	42
Maricopa County DES Permit	0	10	24	0	0	8	42
6. Detailed Design Development	14	204	468	620	778	74	2158
Utility Mapping (Addition to 30%)	0	8	16	24	40	0	88
Sanitary Sewer Sixty Percent (60%) Progress Submittal	8	88	188	248	330	24	886
Sanitary Sewer Ninety Percent (90%) Progress Submittal	4	66	132	192	248	26	668
Sanitary Sewer Final (100%) Submittal	2	38	124	140	160	24	488
Method of Planned Operations (MOPPO)	0	4	8	16	0	0	28
7. Coordination with CMAR	0	16	40	60	0	0	116
Engineer's Coordination with CMAR	0	16	40	60	0	0	116
TOTAL HOURS:	18	350	722	988	794	124	2996

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

- 1.1 At the same time as execution of this Agreement, Consultant must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.
- 1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- 1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- 1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.
- 1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- 1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written Agreement with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

- 2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past

completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

- 2.2 *Commercial General Liability-Occurrence Form.* Consultant must maintain “occurrence” form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be “follow form” equal or broader in coverage scope than underlying insurance.

- 2.3 *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* Consultant must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Consultant owned, hired, and non-owned vehicles assigned to or used in the performance of Consultant’s work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be “follow form” equal or broader in coverage scope than underlying insurance.

- 2.4 *Workers Compensation and Employers Liability Insurance:* Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant employees engaged in the performance of work or services under this Agreement and must also maintain Employers’ Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

3. Additional Policy Provisions Required.

- 3.1 *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by City. If not approved, City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to City, its officers, officials, agents, employees, and volunteers.

3.1.1. Consultant’s insurance must contain broad form contractual liability coverage.

3.1.2. Consultant’s insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by Consultant and must not contribute to it.

3.1.3. Consultant’s insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.

- 3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City. (Does not apply to Professional Liability coverage.)
- 3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3-year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
- 3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.
- 3.2. *Insurance Cancellation During Term of Agreement.*
- 3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.
- 3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.
- 3.3 *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:
- 3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.
- 3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

Standard Details and Specifications. Consultant must be familiar with City's latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of City's Unified Development Manual, may be found and downloaded from City's website at <http://www.chandleraz.gov/udm>.

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, field notes, tracings, studies, investigations, design analyses, original drawings, original mylars, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of City and are to be delivered to the Project Manager before the final payment is made to Consultant. In the event these Documents are altered, modified or adapted without the written consent of Consultant, which consent Consultant must not unreasonably withhold, City agrees to hold Consultant harmless to the extent permitted by law from the legal liability arising out of City's alteration, modification or adaptation of the Documents.

Re-use of Documents. The parties agree the documents, drawings, specifications and designs, although the property of City, are prepared for this specific project and are not intended nor represented by Consultant to be suitable for re-use for any other project. Any re-use without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

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

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

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.

N/A

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A