



PROFESSIONAL SERVICES AGREEMENT
Design Services
OLSEN ADDITION MAIN REPLACEMENT
Project No. WA2409.201
Council Date: February 6, 2025

This Agreement ("Agreement") is made and entered into on the ____ day of _____, 2025 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **GHD, Inc.**, a California 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 **Olsen Addition Main Replacement** 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 **730** 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 **\$390,999** 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: Katie Gaul , Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3303 Email: Katie.Gaul@chandleraz.gov	
To Consultant:	LEGAL COMPANY NAME: GHD, Inc.	
	Mailing Address:	3200 E Camelback Rd, Suite 210, Phoenix, AZ 85018
	Physical Address:	3200 E Camelback Rd, Suite 210, Phoenix, AZ 85018
	Statutory Agent Name:	United Agent Group Inc.
	Statutory Agent Mailing Address:	3260 N. Hayden Road #210, Scottsdale, AZ 85251
	Statutory Agent Physical Address:	3260 N. Hayden Road #210, Scottsdale, AZ 85251
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Bill Roberts
	Title:	Project Director
	Phone:	602-216-7208
	Email:	bill.roberts@ghd.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

every provision.

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

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other Agreement with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its

subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by Consultant must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or

contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in **Exhibit "A"**, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to Consultant, which are identified by City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Consultant secondary distribution, disclosure, copying, or duplication in any manner is prohibited without City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E - 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"
GHD, INC.**



12-19-2024

MAYOR

Signature

Date

RECOMMENDED BY:

William D. Roberts

Print Name

Project Director



Daniel Haskins, P.E.
CIP City Engineer

Title

bill.roberts@ghd.com

APPROVED AS TO FORM:

Signer Email Address

City Attorney



ATTEST:

City Clerk

Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

EXHIBIT "A"
SCOPE OF SERVICES
Olsen Addition Main Replacement
WA2409.201

A. PROJECT DESCRIPTION & SCOPE OF SERVICES:

Consultant will provide design services for the development and permitting of construction documents for the replacement of water mains in Chandler, Arizona in the Olsen Addition subdivision. The project includes the replacement of approximately 4,700 lf of 4, 6, 8 and 12-inch water mains within an area bound by West Orchid Lane, North Arizona Avenue, West Ray Road, and North Nebraska Street. All the exiting water mains in this area are within the existing roadways. Existing water mains will be replaced with new mains along the following streets:

- West Orchid Lane
- West Ray Road, generally for perpendicular tie ins and a 400 lf section west of North Dakota Street
- North Dakota Street
- North California Street
- North Arizona Avenue, generally for a perpendicular tie-in

New water mains will also be designed in the following existing cul-de-sacs:

- West Gary Drive
- West Gail Drive

The existing mains will be replaced with matching diameter piping unless they are smaller than the City's minimum 8-inch diameter. All existing mains that are smaller than the minimum size will be replaced with 8-inch piping.

The project design budget is \$390,999.00. The design services discussed in this scope will be completed within this budget.

B. ASSIGNMENT:

The design contract has been awarded to the Consultant's firm based on their proposed personnel. Any deviations or substitutions of the Consultant's 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.

C. CONSTRUCTION DOCUMENTS:

The project's construction documents will include drawings and technical specifications. They will be delivered to the City at 30%, 60%, 90%, and 100% complete stages as described below under Tasks 7-10. All water mains will be illustrated and described in one set of drawings. The drawings will be prepared at a 1" = 20' scale on 22"x34" sheets. The following sheets are anticipated for the project.

No. of Sheets	Sheet Title
1	Cover sheet
1	Legend, notes, and abbreviations
1	Details
1	Key map
1	Survey control
12	Water main plan and profile sheets
2	Tie-in plan and profile sheets
<u>1</u>	<u>Meter table sheet</u>
18	Total sheets

The City's standard notes and detail sheets will use the Water Main Replacement 2022 project that GHD recently completed with the City (City Project No. WA2203.401) as CAD boilerplates. The CAD cover sheet will be provided by the City at the project kickoff meeting. The latest notes, design manuals, list of approved products, and supplements to MAG from the City's most recent Unified Development Manual will be used. The new design will account for valve spacing, hydrant spacing, and backflow prevention assembly requirement standards.

Monuments located and illustrated on the survey control sheets will be limited to those that are accessible without digging through existing asphalt paving.

The Consultant will incorporate a table with information on all 86 proposed meters in the project area into the plans. The table will include:

- The proposed meter's address, station, offset, and size
- The existing meter size. This will also be the new meter size.
- The existing and proposed fire line size of the property (if applicable)
- The new service size
- The existing and new backflow preventer size for the property (if applicable)
- The sheet number that the meter is on

General conditions will be provided to the Consultant for review and reference to verify there is no contradictory information included in the technical specifications.

Technical specifications will be prepared for the project. The technical specifications will be used to supplement City specifications and details, MAG, and describe and assign payment terms for bid items. These documents will use the specifications from the Water Main Replacement 2022 project that GHD recently completed with the City (City Project No. WA2203.201) as Word boilerplates. The geotechnical report and utility potholing will be included as appendices.

Development Services reviews will be submitted electronically. Hard copies of the plans will not be issued.

D. TASKS:

1. PROJECT MANAGEMENT AND MEETINGS: This task will provide a foundation for overall project management and monitoring. The project duration is assumed to be ten (10) months. The following tasks have been identified as functions for management of this project:

- 1.1 The Consultant will attend one (1) meeting to discuss lessons learned, one (1) meeting to discuss design preferences, two (2) meetings to discuss access authorization forms, and three (3) comment and review meetings during the design of the proposed improvements.
 - a. Review meetings will be held following the 30%, 60%, and 90%. Comment and review meetings will incorporate a schedule review, progress reports, discussions on design features, a review of City plan comments, and how to address them.
 - b. At a minimum, the attendees will include the Consultant's Project Manager, the City's Project Manager, and a representative from the City's client department. Additional representatives from the City and the Consultant may be required to attend as deemed appropriate by the City.
 - c. The submittals will be made to the City's Project Manager for distribution. In addition, submittals will also be made to Development Services through the City's Accela website for review. The submittals will be provided in a PDF file. The submittals will include a table summarizing the comments received from previous reviews and indicating the actions taken.

- d. All meetings will be held virtually via an online videoconference platform, such as Microsoft Teams.
- 1.2 The Consultant will prepare a meeting agenda and minutes of the items discussed in the meeting. The Consultant will forward those minutes to the City's Project Manager for distribution.
- 1.3 The Consultant will perform budget monitoring. The design budget status will be updated with each monthly invoice for the City. This report will be part of an overall summary table that outlines the project status, remaining budget, and invoice/contract notes. The invoicing spreadsheet will include first tier Task summaries (Task 1, 2, 3, etc.). Second tier tasks (1.1, 1.2, etc.) will be excluded. Each summary will breakdown the invoice amount and task by percent complete.
- 1.4 The Consultant will coordinate with its subconsultants. This coordination will include contracts, insurance requirements, and invoicing.
- 1.5 The Consultant will coordinate with its potholing and geotechnical Contractors, who will perform up to 40 potholes and 7 borings, respectively, within the project area. This coordination will include:
 - a. Preparing sketches that illustrate the desired pothole/boring locations to share with the City and Contractors.
 - b. Sharing and reviewing utility information with the Contractors.
 - c. Attending a pre-construction meeting with the City and Contractors.
 - d. Fielding Contractors questions during potholing/boring operations.
 - e. Incorporating the pothole results in the construction documents. Pothole numbers will be added to the profiles on the plans. Geotechnical boring locations and results will not be shown on the plans.

2. PROJECT SCHEDULE:

- 2.1 The Consultant will prepare and monitor the project schedule. Consultant must perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference. The 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. QUALITY CONTROL:

- 3.1 Consultant must institute and comply with a Design Quality Control Plan. The plan will consist of the following steps and Consultant team members.
- a. The Consultant will conduct an internal kick-off meeting that will be used to review the project's scope, team roles, applicable standards, and quality control measures. Quality control measures will be in accordance with GHD's ISO9001 program.
 - b. Designers will review Chapter 1 – Water System Design from the City's Engineering and Design Standards Manual and apply its requirements during plan production.
 - c. Designers will perform their own quality control review of the plans before submitting them to the sealing engineer and/or project manager.
 - d. Prior to each project submittal, the sealing engineer and project manager or director will review the project plans against a prepared quality checklist.
 - e. Any comments received from City or County reviewers and GHD's resolution to those comments will be documented in a tabular form. The form will accompany the next document submittal and be filed in the Consultant's project file.

4. PRELIMINARY RESEARCH:

- 4.1 The Consultant will perform a document search for utility information by using the Arizona 811 system and request maps, as-builts, and utility records from utility owners. The City's water and sewer quarter section maps and GIS will be provided by the City. Utility information provided by owners will be illustrated on the project plans and then submitted to the utilities for a clearance review.
- 4.2 The Consultant will research and/or obtain geotechnical reports and investigations, master plans, computer model data and field surveys.
- a. The Consultant will hire a geotechnical engineer to perform a soils report for

the project as described in this scope. Borings for the report are expected to occur between the conceptual design and 60% plan submittal and the report will accompany the 60% submittal.

- b. The Consultant will perform or hire a subconsultant to perform a topographic survey that includes topographical and property data of the immediate site. The property data research and field work will be included as an allowance.
 - c. Since the pipe sizes have been defined for this project, computer modeling or master planning will not be consulted or performed under this scope.
- 4.3 The Consultant will prepare a base map that illustrates the existing conditions in the project area based on the topographic survey in AutoCAD. The base map will be prepared to a scale of 1"=20'.
- 4.4 The Consultant will perform a document search for rights-of-way and public as-builts by filling out and submitting a signed request form to the City. It is assumed that all the proposed improvements will be designed within existing City right-of-way or existing water/utility easements. The Consultant will investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished. Past as-builts will be verified by locating above grade improvements during the project's topographic survey.
- 4.5 The Consultant will perform a document search for City policies, regulations, standards, design manuals, and requirements, etc. relevant to project. A list of these documents will be reviewed with the City's Project Manager for input.
- 4.6 The Consultant will conduct site visits during the design twice. The first visit will be made by the Project Director and Project Manager at the beginning of the design to observe the existing conditions. The second visit will be utilized by design and CAD staff between conceptual design and 90% plans to walk the proposed alignments and identify potential conflicts with existing conditions.

5. UTILITY/AGENCY COORDINATION AND SUBMITTALS:

- 5.1 Coordination with utility companies and agencies must be in accordance with the latest version of the "Public Improvement Project Guide" (PIPG).
- a. Consultant will identify utility conflicts during the initial stages of the design process and coordinate the design and installation of the new water mains with the utility owners within the project area. Utilities will include electric,

communications, water, storm drainage, public irrigation, and sanitary systems. The proposed water mains are expected to be installed within existing public right-of-way or existing easements. However, due to the limited available space to install a water meter between the right-of-way line and existing improvements at specific properties within the project area, new easements may be required. The supporting survey and preparation of legal descriptions to support the acquisition of these easements have been included as an allowance.

- b. Consultant will incorporate the utility/agency private developer construction requirements into the bid documents. The Consultant will submit plans to utilities for review and use during their design for their service improvements or any necessary relocations.
 - c. If a conflict with another utility cannot be avoided, Consultant will conduct a meeting to coordinate relocations with the applicable utility and establish relocation schedules. One conflict resolution meeting has been included in this project budget.
- 5.2 The 90% plans will be submitted to Maricopa County Environmental Services Department (MCESD) for an Approval to Construct (ATC). With City support, the Consultant will prepare an ATC submittal, which will include the following components.
- a. An approval to represent the City and submit the project documents on its behalf.
 - b. A one-page design memorandum that describes the proposed improvements, their location, and why they are being installed.
 - c. Expedited review fees, which are included in this scope as an allowance.
- 5.3 The Consultant will submit project drawings and technical specifications to Development Services through the City's Accela website for review and comment as described under Tasks 7-10 below.

6. GEOTECHNICAL INVESTIGATION:

- 6.1 Consultant's subconsultant will perform a geotechnical investigation. This effort will be included as an allowance.

7. SCHEMATIC DESIGN (30% Document Review):

- 7.1 When the design is approximately thirty percent complete, Consultant will do the following:
 - a. Prepare design drawings that depict preliminary horizontal alignments and valve and fire hydrant locations for the new water mains based on the location of existing utilities, roadways and coordination with City.
 - b. Present initial horizontal alignment to City and its representatives. Staff will collaborate with Consultant to update the plans and mutually decide on the best alignment.
 - c. The final horizontal alignment must incorporate City's comments.
 - d. Submit the plans to City for Development Services review.
 - e. Submit to City's Project Manager for comment drawings, the table of contents for the technical specifications, and a cost estimate in PDF format.
- 7.2 The Consultant will prepare the table of contents for the project's supplemental technical specifications based on the boilerplate document from previous City projects. The table of contents will be submitted to the City for review and comment.
- 7.3 The Consultant will estimate the cost of the project based on the 30% drawings. Unit prices used in the 30% estimate will be based on recent City and GHD bid tabulations on similar projects and other pertinent sources for current construction costs as determined by the Consultant. The 30% estimate will be a simplified estimate for comparison to the City's planning estimates. It will be limited to waterline, valves, hydrants, services, and roadway improvements. It will not include all the details improvements that will be illustrated on future construction documents. A higher contingency will be used to represent details and improvements that have not been finalized at the 30% level.

8. DESIGN DEVELOPMENT (60% Document Review):

- 8.1 Based on the approved Schematic Design Documents and any adjustments authorized by the City in the schedule, design budget, or construction budget, Consultant will prepare, for approval by City, Design Development Documents consisting of drawings to describe, locate, and size the proposed improvements of the project. When the design is approximately sixty percent (60%) complete, Consultant will do the following:

- a. Develop profiles to accompany the horizontal alignments resulting from the schematic design review meeting.
 - b. Include simple keynotes and water service locations with the plan views.
 - c. The Consultant will perform code reviews and implement requirements into the drawings.
 - d. Submit the plans to City for Development Services review.
 - e. Submit to City's Project Manager for comment drawings, technical specifications, and a cost estimate in PDF format.
- 8.2 The Consultant will create a draft of the project's supplemental technical specifications based on the boilerplate document from previous City projects. The draft will be submitted to the City for review and comment.
- 8.3 The Consultant will estimate the cost of the project based on the 60% drawings and value engineer the design cooperatively with the design team and City's representatives.
- a. This effort will consist of a focused meeting addressing: relationships of components, construction materials, and installation methods. This meeting will occur concurrently with the 60% review and comment meeting.
 - b. Value engineering revisions will be incorporated into the plan set at the same time the City's other comments on the 60% plans are addressed while the 90% plans are being prepared. Since the horizontal alignments of the proposed water mains were evaluated and value engineered during the 30% design review meeting, it is assumed that changes to the horizontal alignments shown on the 60% drawings will be limited for the 90% submittal. The following could impact the horizontal alignments between 60% and 90%:
 - o Pothole results
 - o One-on-one meetings with property owners
 - o City review
 - c. Unit prices used in the 60% estimate will be based on recent City and GHD bid tabulations on similar projects and other pertinent sources for current construction costs as determined by the Consultant. The 60% estimate will be a simplified estimate for comparison to the City's planning estimates. It will be

limited to waterline, valves, hydrants, services, and roadway improvements. It will not include all the details improvements that are illustrated on the 60% plans or will be illustrated on future construction documents. A higher contingency will be used to represent details and improvements that have not been finalized at the 60% level. If the design exceeds the construction budget, agreed upon value engineering concepts or phasing can be incorporated into the 90% submittal to re-align the design with the construction budget.

9. CONSTRUCTION DOCUMENTS (90% Document Review):

- 9.1 Based on the approved Design Development Documents and any further adjustments in the scope of the Project or in the budget authorized by City, Consultant will prepare, for approval by City, drawings setting forth in detail the requirements for the construction of the Project. When the design is approximately ninety percent (90%) complete Consultant will do the following:
 - a. Update the 60% plan views, profile views, sections, schedules, and notes to bid and construct the project.
 - b. Submit to City's Project Manager for comment drawings, technical specifications, and a cost estimate in PDF format. Include a table summarizing the comments received from the 60% review and indicating the actions taken.
 - c. Submit the plans to City for Development Services review.
- 9.2 The 90% submittal will include a construction cost estimate for verification with the budget and value engineering if required. If the design exceeds the construction budget agreed upon, value engineering concepts or phasing can be incorporated into the final submittal to re-align the design with the construction budget. Since value engineering will occur during the conceptual and 60% reviews, adjustments at the 90% stage will be limited to removing sheets or improvement areas from the plan set.

10. BID & AWARD (100% or Final Documents):

- 10.1 Submit 100% plans to Development Services for Civil review, and the City Project Manager for approval. All plans will be sealed by a professional engineer. Plans will be provided on black line prints as well as PDF and AutoCAD files.
 - a. Include a table summarizing the comments received from the 90% review and indicating the actions taken.

- b. Provide City of Chandler with a copy of the AutoCAD files. The proposed water main improvements must be “layered” so as to be able to isolate proposed improvements from existing features or vice versa.
 - c. Submit to Development Services up to two (2) encroachment/utility permits. Review fees for this submittal are not included in this scope.
- 10.2 Submit the 100% sealed technical specifications to the City Project Manager in PDF. Provide a Bid Schedule in Microsoft Excel.
- 10.3 The Consultant will update the project’s cost estimate based on the final plans.
- 10.4 The Consultant will attend and participate at the pre-bid conference for the purpose of answering technical questions from potential bidders.
- 10.5 Assist City in the evaluation of “substitutions and or-equals” and make a recommendation to accept or decline. Up to two (2) substitutions will be considered.
- 10.6 Prepare addenda for review and approval by City. City will distribute. Up to two (2) addenda will be prepared.
- 10.7 If bids are 10% over or under the “engineers estimate”, Consultant will be required to provide a detailed evaluation that compares the bid tabulation to the latest cost estimate and outlines the differences.

11. PUBLIC OUTREACH AND MEETINGS:

- 11.1 After the 30% plans have been reviewed with City, Consultant’s public outreach subconsultant (MakPro) will provide public outreach services. These efforts are included as an allowance.
- 11.2 Consultant will meet with the owners of multi-family properties that have units greater than duplexes and will require the installation of new backflow prevention assemblies as part of the project. The meetings will be used to discuss the following topics:
 - a. Provide background on the project
 - b. Discuss the proposed location and testing requirements for their new backflow prevention assembly

- c. Identify existing improvements on their property that would impact the location of the new backflow prevention assembly
- d. Answer property owner questions
- e. Review the terms of the access agreement
- f. Obtain signed and notarize access agreements

The Consultant will meet with up to twenty-four (24) owners of properties that will require access agreements to install new backflow preventers. It is assumed that up to twenty-four (24) other properties will require new easements due to the limited available space to install a water meter between the right-of-way line and existing improvements, or because existing meters are currently located in a parking area and need to be pushed into the property. The Consultant will not provide public outreach to these property owners since the City's real estate department will coordinate with them separately.

The notes/mark-ups and signed agreements from these meetings will be shared with the property owner and saved in the Consultant's project file. The following outreach efforts will be conducted while the 60% drawings are being developed.

- a. The Engineer will develop a general mailer that describes the project, its improvements, and the upcoming public outreach and coordination. Once the City approves the mailer, the following will occur:
 - o MakPro will mail the document to all the applicable property owners.
 - o MakPro will activate a phone hotline to provide general information on the project, relay detailed questions to the City/GHD team, and start scheduling one-on-one meetings with property owners that will receive new backflow prevention assemblies.
 - o MakPro will call property owners that have not responded to the mailer to schedule one-on-one meetings.
- b. Based on the mailer and outreach described above, three (3) four-hour meetings will be held in a public venue near the community. Two (2) meetings will be held in the evening between 4 pm and 8 pm. The third meeting will be held on a Friday morning or afternoon. In addition to these in-person meetings, property owners will be offered a Microsoft Teams meeting during the same times.

- The City/GHD team at these meetings will consists of two (2) GHD staff members and one (1) City staff member.
 - GHD staff members will conduct the one-on-one meetings with property owners while the City staff members field any questions that the GHD team members cannot address easily.
 - In addition, a MakPro representative will attend the meetings to facilitate the meetings with a sign-in sheet and direct property owners to the GHD staff member they will be meeting.
 - Each one-on-one meeting at the public venue is expected to take an average of 30 minutes.
 - It is assumed that at least 60% of the property owners will attend the public venue one-on-one meetings and sign the access agreement.
- c. To reach property owners that do not attend the public venue meetings, MakPro will call property owners to schedule on-site visits by two GHD staff members, Microsoft Teams meetings with a single GHD staff member, or meetings with GHD and/or a City team member at the City's office.
- Meetings will be scheduled within three (3) four-hour windows.
 - Two GHD staff members will visit each property.
 - Each property visit is expected to take thirty (30) minutes.
 - It is assumed that 25% of the property owners will be reach through this outreach effort.
- d. For the property owners that do not respond to the two outreach efforts described above, the Engineer will prepare a final letter that notifies the property owner that a meeting must be conducted prior to the beginning of construction and how a non-response could impact the property owner for the City's review and edits. Once this letter is finalized, the City will send out the letters to the property owners by certified mail in a final attempt to schedule a meeting.
- It is assumed that individual on-site visits by two GHD staff member or a Microsoft Teams meeting with one GHD staff member will be held for the remaining 15% of the property owners.
 - It is assumed that each of these meetings will take thirty minutes plus travel time.
 - It is assumed that 10% of the property owners will require a second individual home visit by two GHD staff members before they will sign the access agreement.

- e. To track progress on the project's public outreach, GHD will prepare an exhibit that illustrates all the lots that require access authorization agreements. These lots will then be hatched or colored to represent the following outreach milestones
 - Resident contacted
 - Meeting scheduled
 - Meeting completed
 - Access agreement acquired

12. ALLOWANCES:

- 12.1 An allowance for nondestructive utility location using potholing has been included in the project fee. The Engineer's potholing contractor will provide the following services in association with the water main replacements.
 - a. Provide up to 45 potholes to locate existing utilities. The estimated number of potholes is based on utility maps and as-builts available during scoping. Actual pothole locations will be determined by the Engineer and approved by the City.
 - b. Potholes will also be used throughout the project area to verify existing waterline materials and sizes.
- 12.2 An allowance to perform a topographic survey that include topographical and property data of the immediate site has been included in the fee. The Consultant will hire a subconsultant to perform the topographic survey.

The survey subconsultant will perform an online search for survey ties and benchmarks and the survey will utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans. The drawings will clearly define the benchmarks locations and elevations that will be utilized for construction. Property data will be based on the City's available GIS files. Verification will be performed by the survey subconsultant and will include the confirmation of property boundaries and locating all survey monuments or property corners for properties within the area will require new easements. The survey will locate above grade improvements within the existing right-of-way at 50' cross sections and within the front yards of private properties. When the edge of the right-of-way contains vegetation, the survey shots will stop at the edge of that vegetation.

- 12.3 An allowance for a geotechnical investigation has been included in the fee. Consultant will perform soil and pavement borings as described in the attached scope of services provided by its geotechnical subconsultant. Sub-surface soil

conditions, established by the geotechnical investigations, will be incorporated into the bid documents by attaching a soils report, prepared by the Consultant's geotechnical subconsultant, to the project's technical specifications.

- 12.4 An allowance for public outreach has been included in the fee. After the 30% plans have been reviewed with City, Consultant's public outreach subconsultant will provide public outreach services as described in the attached scope of services. Consultant's public outreach subconsultant will notify the public about the proposed water main improvements and schedule one on one meetings in a common location with property owners to discuss the improvements that will occur on their property. In addition, the public outreach subconsultant will schedule on-site visits with the property owners that don't attend the one on one meetings.
- 12.5 An allowance for expedited review fees required by the Maricopa County Environmental Services Department (MCESD) has been included in the fee. It is assumed that reviews will be limited to MCESD and City staff. City review fees, if required, will be addressed within the City's internal accounting system and will not require payment from the Consultant.
- 12.6 An owner's allowance has been provided for potential additional services requested by the City. The Engineer shall not utilize the owner's allowance unless prior written authorization is provided by the City.
- 12.7 An allowance for up to 24 potential legal descriptions for temporary or permanent easements has been included in this scope at rate of \$800 per description if requested by the City.

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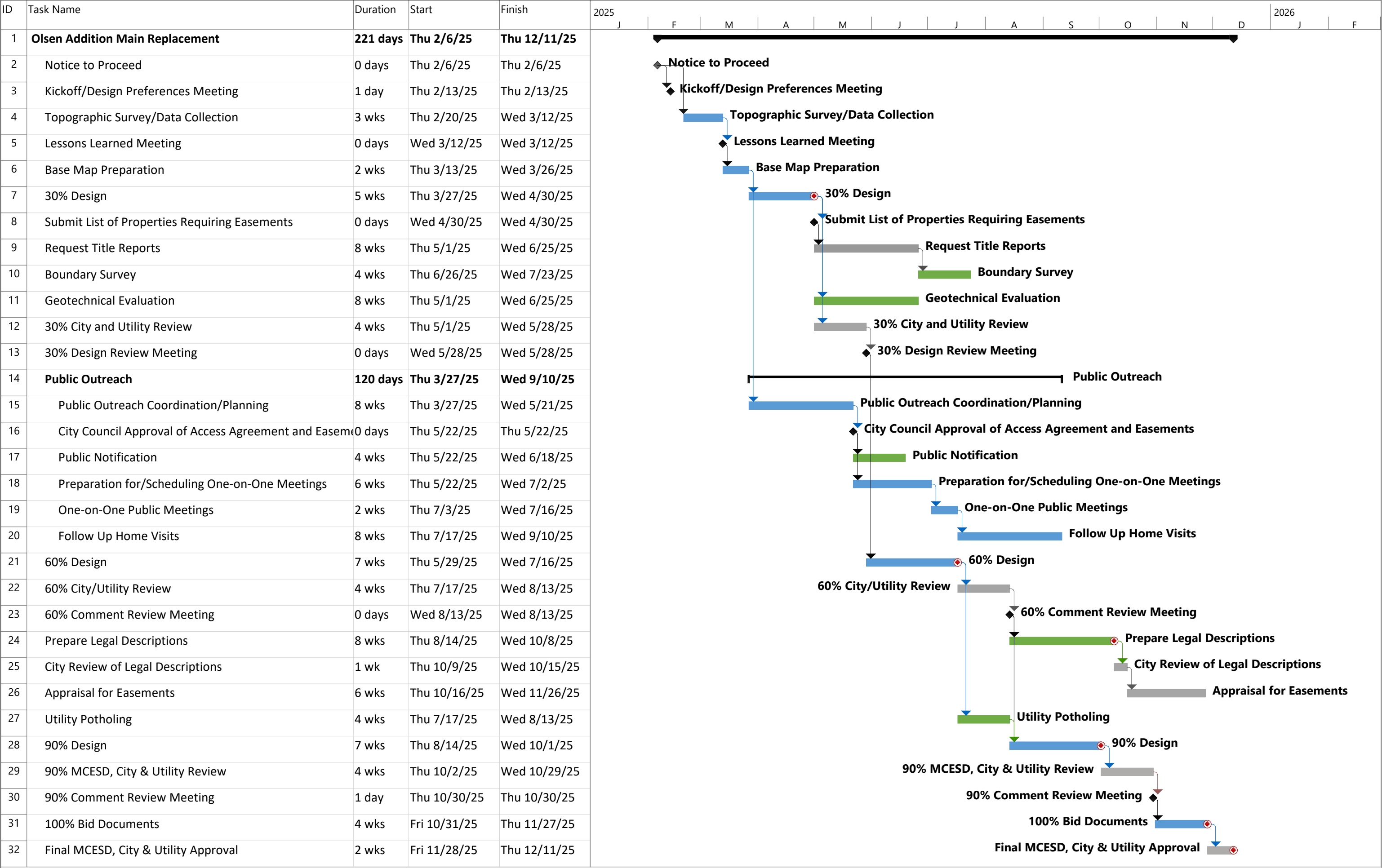


EXHIBIT "B"
COMPENSATION AND FEES

EXHIBIT "B-1"
Lump Sum Cost Per Task



TASK DESCRIPTION		SUBTOTAL
Task 1.0 Project Management and Meetings		\$ 28,375.00
1.1	Meeting Attendance (7 Virtual Meetings)	\$ 3,290.00
1.2	Meeting Agenda and Minutes	\$ 5,040.00
1.3	Invoicing and Budget Monitoring (10 Months)	\$ 5,600.00
1.4	Subconsultant Management and Coordination (4 Subconsultants)	\$ 6,990.00
1.5	Pothole Coordination	\$ 7,455.00
Task 2.0 Project Schedule		\$ 1,745.00
2.1	Schedule Preparation and Monitoring	\$ 1,745.00
Task 3.0 Quality Control (Included in Design Budgets)		
Task 4.0 Preliminary Research		\$ 14,140.00
4.1	Existing Utilities Map Request	\$ 2,880.00
4.2	Topographic Surveys (See allowances)	\$ -
4.3	Base Map Preparation	\$ 5,870.00
4.4	Right-of-Way and As-Built Collection and Review	\$ 2,670.00
4.5	City Policy, Regulation, Standards, Manuals, etc.	\$ 960.00
4.6	Site Visits (2)	\$ 1,760.00
Task 5.0 Utility/Agency Coordination		\$ 10,730.00
5.1	Utility Submittals and Clearance Requests	\$ 4,940.00
5.2	MCESD Submittal	\$ 4,350.00
5.3	City Submittals	\$ 1,440.00
Task 6.0 Geotechnical Investigation		\$ -
6.1	Geotechnical Borings, Investigation, and Report (See allowance)	\$ -
Task 7.0 Schematic Design (30%)		\$ 34,910.00
7.1	Drawings	\$ 30,020.00
7.2	Technical Specifications (Table of Contents)	\$ 995.00
7.3	Cost Estimate	\$ 3,895.00
Task 8.0 Design Development (60%)		\$ 50,015.00
8.1	Drawings	\$ 38,300.00
8.2	Technical Specifications	\$ 7,820.00
8.3	Cost Estimate	\$ 3,895.00
Task 9.0 Construction Documents (90%)		\$ 29,355.00
9.1	Drawings	\$ 19,040.00
9.2	Technical Specifications	\$ 6,420.00
9.3	Cost Estimate	\$ 3,895.00
Task 10.0 Bid and Award (100%)		\$ 29,745.00
10.1	Drawings	\$ 9,740.00
10.2	Technical Specifications	\$ 2,500.00
10.3	Cost Estimate	\$ 2,390.00
10.4	Prebid Conference	\$ 1,165.00
10.5	Evaluation of Substitutions (2)	\$ 3,720.00
10.6	Addenda (2)	\$ 5,000.00
10.7	Bid Review	\$ 5,230.00
Task 11.0 Public Outreach and Meetings		\$ 26,830.00
11.1	Public Outreach (See allowances)	\$ -
11.2	Public Meetings	\$ -
	Public Information Preparation	\$ 695.00
	Public Venue One on One Meetings	\$ 8,460.00
	Individual On-Site Visits	\$ 8,460.00
	Additional On-Site Visits	\$ 2,575.00
	Second Trip On-Site Visits	\$ 1,410.00
	Public Outreach Progress Tracking Exhibit	\$ 5,230.00
ALLOWANCES		\$ 165,154.00
12.1	Potholing (45, See attached sub proposal)	\$ 75,954.00
12.2	Topographic Surveys (See attached sub proposal)	\$ 13,500.00
12.3	Geotechnical Borings, Investigation, and Report (See attached sub proposal)	\$ 17,500.00
12.4	Public Outreach (Estimated)	\$ 12,800.00
12.5	MCESD Review Fees	\$ 1,200.00
12.6	Owner's Allowances	\$ 25,000.00
12.7	Legal Descriptions (24)	\$ 19,200.00
GHD Efforts		\$ 225,845.00
Subconsultants, Allowances, and Permit Fees		\$ 165,154.00
TOTAL COST:		\$ 390,999.00

EXHIBIT "B-2"

Hours and Rates



	Engr. Manager	PM	Design Engr.	Engr. Tech	Sr. Dgnr.	Admin	
	Bill Roberts	Karl Tobin	James Fletcher, Paul Swangler	Jesse Vasquez, Damian De La Torre	Ryan Smith, Aaron Foscato	Tammie Castillo	
	\$ 245.00	\$ 225.00	\$ 175.00	\$ 160.00	\$ 160.00	\$ 100.00	
TASK DESCRIPTION							TOTAL HOURS PER TASK
Task 1.0 Project Management and Meetings	14	42	25	26	26	28	161
1.1 Meeting Attendance (7 Virtual Meetings)	7	7					14
1.2 Meeting Agenda and Minutes		7	7	14			28
1.3 Invoicing and Budget Monitoring (10 Months)	5	15				10	30
1.4 Subconsultant Management and Coordination (4 Subconsultants)	2	10	14			18	44
1.5 Pothole/Boring Coordination		3	4	12	26		45
Task 2.0 Project Schedule	1		6	0	0	0	7
2.1 Schedule Preparation and Monitoring	1	2	6				9
Task 3.0 Quality Control (Included in Design Budgets)							
Task 4.0 Preliminary Research	0	4	8	42	32	0	86
4.1 Existing Utilities Map Request				18			18
4.2 Topographic Surveys (See allowances)							0
4.3 Base Map Preparation		1	3		32		36
4.4 Right-of-Way and As-Built Collection and Review		1	3	12			16
4.5 City Policy, Regulation, Standards, Manuals, etc.				6			6
4.6 Site Visits (2)		2	2	6			10
Task 5.0 Utility/Agency Coordination	2	8	8	44	0	0	62
5.1 Utility Submittals and Clearance Requests	2	4	2	20			28
5.2 MCESD Submittal		2	4	20			26
5.3 City Submittals		2	2	4			8
Task 6.0 Geotechnical Investigation	0	0	0	0	0	0	0
6.1 Geotechnical Borings, Investigation, and Report (See allowances)							0
Task 7.0 Schematic Design (30%)	6	19	35	44	100	0	204
7.1 Drawings	4	16	32	24	100		176
7.2 Technical Specifications (Table of Contents)	1	1	3				5
7.3 Cost Estimate	1	2		20			23
Task 8.0 Design Development (60%)	13	26	44	70	138	0	291
8.1 Drawings	8	20	32	26	138		224
8.2 Technical Specifications	4	4	12	24			44
8.3 Cost Estimate	1	2		20			23
Task 9.0 Construction Documents (90%)	13	18	24	60	52	0	167
9.1 Drawings	8	12	20	16	52		108
9.2 Technical Specifications	4	4	4	24			36
9.3 Cost Estimate	1	2		20			23
Task 10.0 Bid and Award (100%)	14	22	27	76	28	0	167
10.1 Drawings	4	4	12	8	28		56
10.2 Technical Specifications	1	2	3	8			14
10.3 Cost Estimate	1	1		12			14
10.4 Prebid Conference	2	3					5
10.5 Evaluation of Substitutions (2)	2	4	6	8			20
10.6 Addenda (2)	2	4	6	16			28
10.7 Bid Review	2	4		24			30
Task 11.0 Public Outreach and Meetings	47	51	0	8	16	0	122
11.1 Public Outreach (See allowances)							0
11.2 Public Meetings							0
Public Information Preparation	1	2					3
Public Venue One on One Meetings	18	18					36
Individual On-Site Visits	18	18					36
Additional On-Site Visits	5	6					11
Second Trip On-Site Visits	3	3					6
Public Outreach Progress Tracking Exhibit	2	4		8	16		30
Task 12.0 Allowances							
12.1 Potholing (45)							
12.2 Topographic Surveys (See attached sub proposal)							
12.3 Geotechnical Borings, Investigation, and Report (See attached sub proposal)							
12.4 Public Outreach (See attached sub proposal)							
12.5 MCESD Review Fees							
12.6 Owner's Allowances							
12.7 Legal Descriptions (24)							

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.



QUOTE

Safe Site Utility Services LLC

Company Address	7623 N 73rd Dr Glendale, Arizona 85303	Created Date	11/27/2024
Phone	(602) 606-8882	Quote Number	00004702
Email:	Bids@safesitellc.com	Opportunity	OP24-4565
Licenses:	AZ: ROC 211956 / NV: NSC 0078575	Expiration Date	2/24/2025

Customer Information

Opportunity Name	Olsen Add Main Replacement	Phone	(602) 216-7212
Contact Name	Seth Morales	Email	seth.morales@ghd.com
Account Name	GHD Inc	Billing Address	PO Box 44210 Phoenix, AZ 85064

Work Site Info

Site Address N Arizona Ave & W Ray Rd, Chandler, AZ 85225

Scope of Work

1. Safe Site will verify 811 markings and assess the success probability of test hole locations indicated by client prior to excavation utilizing various geophysical locating means. Test hole locations may be adjusted or eliminated based on the results of this investigation and upon discussion with, and approval of client
2. Safe Site will supply a vacuum excavation crew on the project site for digging test holes and documenting utility locations.
3. Upon exposure of a target utility, Safe Site will record utility type, size, material, and depth of cover of each.
4. If Line Item charges for Survey are shown in Fees Section then Safe Site will provide survey and a CAD map file by a Registered Land Surveyor to document the locations and elevations of potholed utilities. If no Line Item for Survey is shown then pricing assumes Survey and CAD will be provided by others.
5. Safe Site will provide a Test Hole Summary Report detailing this information.
6. Safe Site will indicate the locations of exposed utilities by marking the ground surface using PK nails or stake chasers (nylon brushes).

Terms and Conditions

1. Client will provide available utility location information as well as project datum information to Safe Site to aid in facilitating this project.
2. A "Test Hole" will be considered one excavation up to 8 feet deep with lateral "belling" of up to a width of 4 feet. Excavating in excess of 12 feet in depth will be considered out of scope.
3. Test Holes will be backfilled per owner/agency specifications.
4. Asphalt on concrete pavement surfaces will be restored per method indicated in Fees section. If local authority requires a different restoration, any additional costs will be passed on to Client. These charges, if applicable, will be determined during the permitting stage and any fee charge will be presented to Client. Coring pavement in excess of 12" thickness will result in an additional fee of \$100 per hole.
5. Pricing assumes test hole locations are accessible within 15' with vacuum truck. Further distances, such as rear of lots, will be considered out of scope and additional fees will be presented to Client for approval.

6. Should caliche, tree roots, concrete, rocks in excess of 6" diameter, or other materials encumber vacuum excavation, work will be halted for that test hole and referred back to Client for alternative solutions which may include authorization to continue work at Hourly Rate.
7. Traffic control costs are included where applicable.
8. Expected Permitting/Bonding costs, if any, have been included in this proposal. Any out of ordinary costs incurred due to governing agency requirements will be presented to Client for approval as additional fee amount.
9. If excavation spoils are determined to be potentially hazardous waste by an enforcement agency having jurisdiction, then the cost of testing and disposal will be passed through to client. Work will cease until Client has been notified and agreement on how to proceed has been reached.
10. Safe Site will exercise due diligence in identifying and locating all utilities. However, due to factors beyond our control including lack of maps, inaccuracy of maps, lack of aboveground indications of utilities, the presence of unknown and non-electromagnetically conductive utilities and soil conditions being non-conductive to GPR scans, Safe Site cannot guarantee that all utilities will be found.
11. Payment terms are Net 30 days unless other arrangements have been made.
12. New Customer Policy - Payment will be required by credit card for the first job completed or if the job is over \$1000, we will require a 35% retainer to be paid prior to commencement of work. We prefer payment is made via ACH/Wire Transfer, otherwise credit card transactions would require an additional 3% Fee. After the first job completed, invoicing terms will be standard Net 30 Days.

Site Specific Details

Description	Perform Approx. (45) Utility Test Holes (Potholes) for the City of Chandler new water main replacement from W Ray Rd to North Dakota St; N California St to W Orchid Lane & the intersection of W Orchid Ln and N Arizona Ave to confirm utility conflicts. A full test hole summary report will be provided to include survey coordinates and elevations. Dip (3) Manholes for valve measure downs.
Additional Terms	-We will provide our best due diligence to access every manhole but we may not be able to in some cases due to asphalt coverage or other issues not allowing the lid to break free. -Test holes of depths in excess of 8' will result in an additional charge of \$335 each. Digging in excess of 12' will be considered out of scope and will be billed at \$320 per hour. Client will be contacted for approval before work can proceed. -Additional utilities beyond target utility found and documented in a test hole will be charged at \$115 each. -Client will provide CAD project file(s) that include horizontal datum and vertical control information so that our RLS can establish the correct datum/control when surveying field results. If not provided prior to our surveying, we will establish the datum/control to be used for the deliverables. If requested, Safe Site can convert to Client's project datum after deliverables are provided for a fee of \$465. -Pricing assumes that we will have access allowing us to maneuver our truck to within 15' of hole(s) to be excavated. -Should caliche, tree roots, concrete, rocks in excess of 6" diameter, or other materials encumber vacuum excavation, work will be halted and referred back to Client for alternative solutions which may include authorization to continue work at Hourly Rate of \$265 per hour. -Pricing assumes that any test holes that may fall within a concrete surface (i.e. sidewalk or driveway) will be moved (within a reasonable distance) to avoid cutting that surface. If a concrete surface does have to be cut, our pricing assumes we can core and reinstate per MAG Spec 212B. If the inspector requires us to replace the concrete panel, we will reach out to client to discuss alternatives to avoid those costs which, if incurred, would have to be passed through to client.

Project Fee

Product	Line Item Description	Sales Price	Quantity	Total Price
Excavating Test Holes up to 8' in Depth	Per Utility Test Hole (Pothole)	\$787.00	45.00	\$35,415.00
Ancillary Costs (Permitting, Traffic Control, Back-fill, Etc.)		\$23,667.00	1.00	\$23,667.00
Survey & Stamped Report		\$2,937.00	1.00	\$2,937.00
CAD Services PH	Associated Survey Mapping: CAD Processing/Deliverable	\$1,215.00	1.00	\$1,215.00
AC Surface Restoration - Core & Reinstate	Per Core & Reinstatement (Min. of 3)	\$275.00	45.00	\$12,375.00

MH DIPS - Invert/Elevations	Per Manhole (Min 3)	\$115.00	3.00	\$345.00
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Total Price \$75,954.00

ACCEPTANCE STATEMENT AND AUTHORIZATION TO PROCEED

This Acceptance becomes a part of the Proposal Letter.

The Proposal is hereby accepted according to the Scope of Work and Terms and Conditions contained therein. Safe Site Utility Services, LLC is authorized to proceed with the work described therein. Payment will be made according to the payment terms specified in the Proposal. Any unpaid balance remaining beyond the due date will be subject to interest at an annual rate of 18% (1.5% per month).

For acceptance and scheduling of these services please sign, scan, and return this page to bids@safesitellc.com or fax to Safe Site @ 602-391-2934.

Client Name: _____
By:

Signature

Date

Printed Name

Title



2024-10-08
Revised: 2024-11-26

Seth Morales
Project Engineer
GHD
4747 N. 22nd Street, Suite 200
Phoenix, Arizona 85016
602-216-7212
seth.morales@ghd.com

Re:	Olsen Addition Main Replacement (the “Project”) W Ray Rd and N Arizona Ave Chandler, Maricopa County, Arizona, 85225 Proposal to provide Surveying Services (the “Proposal”) Proposal No. 24-1137 Project Category: RESIDENTIAL - Single Family: Detached
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Dear Seth:

We are pleased to submit this Proposal to provide Surveying services for the above referenced project. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto, will constitute a binding agreement (the “Agreement”) between Bowman Consulting Group Ltd. (“Bowman”) and GHD (the “Client”).

Project Understanding

It is our understanding that Bowman will provide Surveying services for the above referenced project in Chandler, Arizona.

Standard of Care - Services provided by Bowman under this proposal will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances, including standard of care at the time the services were provided.

Quality Control - A portion of the stated compensation is set-aside for Quality Control/Quality Assurance, which is part of the Bowman Quality Control Policy.

SCOPE OF SERVICES AND FEES

The scope of services (the “Scope”) and associated fees shall be as follows:

1. Topographic Survey (SC-01)

- Bowman proposes to provide professional surveying services for completing a topographic survey. This survey will include:
- Location and elevation of visible utilities on site and within 50 feet of property line, including any existing blue stake markings or potholes.

Bowman

- Full width cross sections (from adjacent side of the street to the opposite back of curb) at 50-foot intervals on streets adjacent to site.
- 50-foot natural ground elevation grid on site.
- Field elevation and location of curbing, paving, concrete pads, drainage structures, dirt roads, and significant native landscape within native desert land areas.
- Obtain operating agency utility maps and plot approximate locations on survey.
- Obtain rim and invert elevation of sewer and storm drain manholes and water valve rim and nut elevations.
- Prepare topographic base drawing in CAD for use by Civil Engineering Design Team.

FEE: \$10,000.00 Lump Sum

2. Boundary Survey (SC-01)

Bowman proposes to provide professional surveying services for completing a boundary survey in accordance with Arizona Boundary Survey Minimum Standards (AZBMS). This survey will be based on the current deed of record. A Record of Survey will be produced and recorded in the office of the Maricopa County Recorder in accordance with Arizona Minimum Boundary Standards (AZBMS) adopted February 14, 2002 and ARS 33-105.

FEE: \$3,500.00 Lump Sum

3. Legal Descriptions (SC-09)

Legal Descriptions will be prepared for up to eighteen (24) properties as requested by the client. Legal descriptions will be given to the client for preparation of deeds by the client's title company.

FEE: \$800.00 (Per Unit)

Task	Description (SC)	Total	QTY	Fee Type
1	Topographic Survey (SC-01)	\$10,000.00	1	Lump Sum
2	Boundary Survey (SC-01)	\$3,500.00	1	Lump Sum
3	Legal Descriptions (SC-09)	\$800.00	24	Unit

Total Contract Value \$32,700.00

EXCLUSIONS

The following services are specifically excluded from the scope of this agreement and may be performed as contract addendums upon request:

- Permits, assessment and other fees;
- Borings for field locating existing underground utilities;
- Construction Staking;
- Items not specifically delineated in Scope.



REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by Bowman in the interest of the Project and will be invoiced at the actual cost to Bowman plus fifteen percent (15%) for handling and indirect costs. Reimbursable expenses shall include but not be limited to costs of the following:

- Mailing, shipping, and out source delivery (i.e. DHL, FedEx) costs.
- Fees and expenses of special consultants as authorized by the Client.
- Parking fees and mileage for employee travel by car to facilitate the project.

CLIENT RESPONSIBILITIES

The Client shall be responsible for obtaining permission for Bowman, its employees, agents and subcontractors to enter onto the subject property and any properties in the vicinity as reasonably necessary for Bowman to perform the services described herein. By either countersigning this Proposal or verbally authorizing Bowman to proceed, the Client warrants and represents that it has obtained such permission. The Client shall provide the following items upon request of Bowman in a timely manner and at no expense to Bowman:

- Title Report and Complete Schedule "B" items
- Submittal Fees for the City (if necessary)
- Recordation Fees for County recording (if necessary)

OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, client or regulatory requested revisions, additional meetings, regulatory changes, etc, Bowman will notify the client that additional scope of work and fees are required and will obtain the client's written approval prior to proceeding with any additional work.

Bowman's Standard Terms and Conditions and Hourly Rate Schedule are attached hereto and incorporated into this Proposal by reference.

Please indicate your acceptance of this proposal by executing below and returning a copy to this office. Thank you for the opportunity to provide service to GHD.

Sincerely,

BOWMAN CONSULTING GROUP LTD.

Doug Toney, RLS, CFedS

Doug Toney, RLS, CFedS
Principal



GHD hereby accepts all terms and conditions of this Proposal (including the Standard Terms and Conditions) and authorizes Bowman to proceed with the Project, and the undersigned represents that he or she is authorized by GHD to so execute this Proposal.

GHD

By:

Title:

Date:



Survey remainder of W Orchid Ln and into N Arizona Ave, up to the curb returns on the east side of N Arizona Ave.

W Orchid Ln

RJ Smoke and Vape Shop

87

W Park Ave

N Nebraska St

N California St

N San Marcos Pl

N Arizona Ave

Louisiana Fried Chicken

Dollar General

W Ray Rd

W Ray Rd

E Ray Rd

Google Earth

McDonald's

Taqueria Factory

800 ft





BOWMAN CONSULTING GROUP LTD.

SCHEDULE B - HOURLY RATE

January 2024

SURVEY	STANDARD RATE
Principal	\$265.00/HR
Senior Surveyor	\$195.00/HR
Project Manager	\$175.00/HR
Assistant Project Manager	\$160.00/HR
Survey Technician III II I	\$125.00/HR \$115.00/HR \$105.00/HR
Survey Field Crew – 1 Man	\$135.00/HR
Survey Field Crew – 2 Man	\$175.00/HR
Survey Field Crew – 3 Man	\$215.00/HR
Project Surveyor	\$175.00/HR
3D Scanning Crew	\$265.00/HR
Survey Field Technician	\$ 90.00/HR
3D/UAV Modeling Technician	\$150.00/HR
UAV Operation	\$265.00/HR
Machine Control Technician	\$270.00/HR
Remote Sensing Technician III II I	\$145.00/HR \$125.00/HR \$105.00/HR
Administrative Professional	\$ 90.00/HR

Initials: Bowman *D.T.* / Client

Table 77 - DEFAULT 2024 Arizona

October 14, 2024
Proposal No. 12PHX02-06161

Mr. Seth Morales, PE
GHD
3200 East Camelback Road, Suite 210
Phoenix, Arizona 85018

Subject: Proposal to Provide Geotechnical Engineering Services
Olsen Addition Main Replacement
Chandler, Arizona
City Project No.: WA2409.201

Dear Mr. Morales:

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

SITE/PROJECT DESCRIPTION

We understand that the City of Chandler is in the process of procuring your firm to provide engineering services for the installation of new waterlines within an existing neighborhood in Chandler, Arizona. The neighborhood is roughly bounded Orchid Lane to the north, Arizona Avenue to the east, Ray Road to the south, and Nebraska Street to the west. This project includes the replacement of approximately 4,000 linear feet of water mains and other appurtenances, ranging in size from 4-inch to 12-inch diameter. The new water mains will be installed using traditional cut-and-cover techniques and will extended 10 or less feet deep.

SCOPE OF SERVICES

The scope of services we will perform as summarized below:

- Review available published and in-house geotechnical reports, topographic information, soil surveys, geologic literature, aerial photographs, and other available documentation pertaining to the project area.
- Evaluate potential geological hazards present in the vicinity of the proposed pipeline alignments.

- Conduct a visual geologic reconnaissance of the proposed pipeline alignments.
- Obtain City of Chandler permission to conduct the field work.
- Conduct a site visit to select and mark out the proposed exploration locations.
- Arrange for appropriate traffic control services to be implemented during our field work activities.
- Contact Arizona 811 to evaluate underground utility locations prior to drilling.
- Perform a geotechnical exploration consisting of the drilling, logging, and sampling of seven exploratory borings, as generally depicted below. The borings will extend 10 feet deep and will be logged by a Ninyo & Moore employee and advanced with a truck-mounted drill rig using hollow-stem augers (HSAs).



- Collect soil samples in the borings for laboratory testing and analysis. Ninyo & Moore personnel will log the borings in general accordance with the Unified Soil Classification System and ASTM D2488 by observing cuttings and split-spoon samples. The soil samples will be transported to a Ninyo & Moore laboratory for testing.

- Backfill our planned borings with cement slurry and patch the surface with temporary asphalt cold-patch material.
- Core the temporary cold-patch at each boring, then remove and replace with long-term EVAC asphalt mix.
- Perform laboratory testing that will evaluate the on-site soil's index, strength and chemical characteristics.
- Prepare a geotechnical report presenting our findings. The report will include a cover letter sealed by a Professional Engineer licensed in the State of Arizona. The report will include the following:
 - Site vicinity map and boring plan map;
 - Description of work scope, laboratory, and field procedures;
 - Encountered subsurface soil and groundwater conditions;
 - General seismic characteristics in accordance with International Building Code;
 - Geologic hazards discussion;
 - Excavation characteristics of on-site soils;
 - Temporary soil sloping guidelines;
 - Temporary vertical shoring guidelines;
 - Bedding;
 - Backfilling;
 - Earthwork factors;
 - Potential for re-use of trench soils;
 - Trenchless technologies guidelines; and
 - Discussion of soil corrosivity to steel.

ASSUMPTIONS

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

- Right-of-way permits and permission (besides from City of Chandler) will be obtained by others.
- The field work will be performed during daytime hours.
- The site is accessible to normal, two-wheel drive, truck-mounted drilling equipment, and site access will be granted.

- The work can be accomplished using HSA operating at a normal rate of penetration.
- If auger refusal or groundwater is encountered, we will terminate the drilling.
- Groundwater will not be encountered.
- Some ground disturbance should be expected as a result of our field work.
- Ninyo & Moore will not need to obtain any environmental clearance as a part of this project.

SCHEDULE

We are prepared to initiate this project immediately. The fieldwork should commence within four to five weeks of right-of-entry. We anticipate issuing our report within about 10 weeks from the date we receive right-of-entry. Preliminary recommendations can be provided about one week after the field work is done.

FEE

We propose to perform the work scope described above for a fee of \$17,500 (Seventeen Thousand Five Hundred Dollars). Any additional services, not included in the aforementioned scope, will be charged on a time-and-materials basis in accordance with our current Schedule of Fees. To authorize our services, please sign and return the attached Work Authorization and Agreement.

We look forward to working with you.

Respectfully submitted,
NINYO & MOORE



Steven D. Nowaczyk, PE
Managing Principal Engineer

SDN/tlp

Attachment: Work Authorization and Agreement



MakPro Services, LLC
2036 N. Gentry • Mesa, AZ 85213

Office: 480-890-1927
Email: teresa@makprosvc.com

November 15, 2024

Mr. Seth Morales
GHD
4747 N. 22nd Street, Suite 200
Phoenix, AZ 85016

Dear Seth:

MakPro Services, LLC (MakPro) is pleased to provide the following proposal for public outreach services during design for the City of Chandler's Olsen Addition Water Main Replacements Project. Public outreach is an important element in projects that take place near and on private property and residences, and provides a link between the project and the community it impacts.

This project includes replacing water pipeline in California and Dakota streets, north of Ray Road to Orchid Lane with design expected to begin in early 2025 and take approximately eight (8) months to complete. This scope of work is based on the information you provided, and our previous and current experience with you and Chandler on other similar projects. As part of this effort, MakPro proposes to:

- Develop an initial resident notification, in Spanish and English, to inform those impacted by the work of the project and up to 1 more mailer, should that be needed, to update them on the design progress. **(4 hrs + \$800 print/post/translation)**
- Develop and update, as needed, a project webpage on chandleraz.gov to provide current project information. **(2 hrs)**
- Maintain a 24-hour bilingual project hotline to respond to inquiries, complaints and maintain a call log **(8 months @ \$300/mo + 16 hrs)**
- Research contact info and connect with up to 21 properties to schedule meetings for the team to discuss the project and specific impacts. Follow-up as needed. **(35 hrs)**
- Attend three 4-hour meetings on-site at Chandler's Public Works building to facilitate resident meetings for the project. **(15 hrs)**
- Attend up to eight progress or planning meetings/discussions. **(8 hrs)**

The total cost for the public outreach services as identified above **should not exceed \$12,800.00**. This cost estimate assumes a labor rate of \$120/hour for principal and \$100/hour for associate hours. The project hotline is billed at \$300/mo for availability 24/7, and progress meetings have a one-hour minimum. This estimate incorporates efficiencies from one task/activity to another, so removal of an activity may require an adjustment of hours in other activities.

Reimbursable expenses for this project have been estimated based on the project area, for residents and property owners; however, should the boundary be expanded or method of distribution more costly, this estimate may need to be adjusted accordingly for current postage and printing/distribution costs.

This proposal assumes any displays, exhibits, engineering designs or details, required for public information will be provided by the City of Chandler or GHD. MakPro is not responsible for project signage or traffic signage. Changes of substance to this proposal during the project may affect the final cost.

Thank you for the opportunity to work with you and the City of Chandler on this project. Should you have questions, need additional information, or wish to customize this proposal in some other way, please feel free to contact me at (480) 890-1927.

Sincerely,

A handwritten signature in cursive script, appearing to read "Teresa Makinen".

Teresa Makinen

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A