



**PROFESSIONAL SERVICES AGREEMENT
CONSTRUCTION MANAGEMENT SERVICES**

**101/202 REDUNDANT 66-INCH SEWER LINE
PROJECT NO. WW2402.451**

Council Date: September 18, 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 Wilson Engineers, LLC, an Arizona limited liability company, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide construction management services for 101/202 Redundant 66-inch Sewer Line project ("Project") as more fully described in Exhibit "A" ("Services"), 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 640 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 \$2,414,865 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:

City:	To 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: Raymond Potts, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3326 Email: Raymond.Potts@chandleraz.gov	
To Consultant:	LEGAL COMPANY NAME:	Wilson Engineers, LLC
	Mailing Address:	1620 W. Fountainhead Parkway, Suite 501 Tempe, AZ 85282
	Physical Address:	1620 W. Fountainhead Parkway, Suite 501 Tempe, AZ 85282
	Statutory Agent Name:	Corporation Service Company
	Statutory Agent Mailing Address:	7955 South Priest Drive, Suite 102 Tempe, Arizona 85284
	Statutory Agent Physical Address:	7955 South Priest Drive, Suite 102 Tempe, Arizona 85284
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Steve Todd
	Title:	Principal
	Phone:	480-893-8860
Email:	Steve.Todd@wilson-engineers.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 ("Indemnatee") 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 Indemnatee from and against any and all Claims, except those arising solely from Indemnatee'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 Indemnatee 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"
WILSON ENGINEERS, LLC

Mayor

Stephen Todd August 13, 2025
Signature Date

RECOMMENDED BY:

Daniel Haskins August 13, 2025
Daniel Haskins, P.E.
CIP City Engineer

Stephen Todd
Print Name
Principal
Title
steve.todd@wilson-engineers.com
Signer Email Address

APPROVED AS TO FORM:

City Attorney *JMB*

ATTEST:

City Clerk Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

EXHIBIT "A"

CONSTRUCTION MANAGEMENT SCOPE OF SERVICES

WW2402.451 - 101/202 Redundant 66-inch Sewer Line (NOT TO EXCEED)

PROJECT DESCRIPTION

Construction Management (CM) Services which include Post-Design Services for the redundant 66-inch diameter gravity sewer line segment and steel casing for protection under the Loop 202 Santan Freeway and sewer rehabilitation of 66-inch, 48-inch, and 30-inch diameter gravity sewers. Services included will be pre-construction assistance and additional design, Construction Management and Inspection, and Engineering Support Services during construction to address issues and/or specialized technical products and preparation of as-built record drawings.

PROJECT TASKS

1. PRE-CONSTRUCTION ASSISTANCE

A. Task 1.1 Preconstruction Assistance

- i. Cost Model and GMP Review
 - 1. Review of 90% cost model, GMP proposal, provide necessary comments to third party estimator.
 - 2. Attendance at cost model discussions
 - 3. Statement of Qualifications review and evaluation for boring services subcontractor
- ii. Consultant must attend the pre-construction meeting.
 - 1. Attendance at the pre-construction meeting

B. Task 1.2 Supplementary Survey and Pecos Diversion Structure Rehabilitation

- i. Wilson Engineers will prepare design drawings and specifications related to the rehabilitation of the Pecos Diversion Structure, which was not included in the Design Services contract. Survey efforts are related to confirming existing manhole inlet and outlet elevations as well as identifying proposed sewer locations on the north and south sides of the freeway. Services that are provided by 3rd party surveying company are included in allowances. Design details and related services will include the following:
 - 1. Site investigation to review the current configuration of the gates and electrical actuators that are to be replaced at the Pecos Diversion Structure.
 - 2. Prepare design drawings for replacement of the slide gates and actuators on the 48" and 30" diameter Sanitary Sewer at the Pecos Diversion Structure. Drawings to include plan and sections of the

diversion structure, coating additions, and electrical, instrumentation and control drawings (as required).

3. Prepare preliminary plan and section drawings for the addition of a 30" diameter overflow line and manhole. The manhole addition will be provided as part of the final design documents. The final design will not include the addition of the overflow line.
4. Prepare details for the addition of an anti-climb device at the diversion structure site.

2. CONSTRUCTION MANAGEMENT

A. Task 2.1 Weekly Construction Meetings

- i. Wilson Engineers will prepare and conduct weekly construction meetings. Each meeting includes agenda and minutes; Request for Information (RFI); Shop Drawing; Request for Information (RFI); Field Directive (FD); Material Certification; and Allowance Logs. Wilson assumes **80** weekly meetings will be held.
- ii. **Additional meetings to include:**
 1. Project coordination and controls meeting to set up protocols for documentation
 2. Coordination meetings with the city as appropriate
 3. Coordination with regulatory and approving agencies

B. Task 2.2 CPM Schedule

- i. Wilson Engineers' opinions concerning various scheduling documents produced or used by the Contractor are for information and not controlling on the Contractor. It is Contractor's responsibility to continue to exercise its independent judgement concerning means, methods and sequences of construction it employs. The Contractor remains solely responsible for meeting contract time(s) identified in the construction documents.
- ii. Wilson Engineers must review and evaluate Contractor's initial CPM schedule and provide recommendations for acceptance.
- iii. Wilson Engineers must review Contractor's monthly CPM schedule updates submitted with each payment application, identify CPM tasks behind schedule that may affect critical path items, project substantial and final completion dates, and initiate correspondence to city regarding those tasks. Consultant assumed **18** CPM schedules. Wilson Engineers will provide support as requested. Wilson Engineers will meet monthly with the city and Contractor to review the schedule data.
- iv. Wilson Engineers will review look-ahead schedules provided by Contractor for weekly progress meetings for compliance with CPM schedule (80 total).

C. Task 2.3 Requests for Information (RFI's)

- i. Wilson Engineers must review, prepare and maintain a log of all RFI's, as needed.
- ii. Wilson Engineers must receive, review, evaluate, and respond to any contractor Requests for Information (RFI's); prepare and maintain a log of all RFIs. Consultant assumes fifty **(50)** RFIs.

D. Task 2.4 Shop Drawing Submittals

- i. Wilson Engineers will review and prepare and maintain a log of all shop drawing submittals showing dates of submittal, transmittal action to other sub-consultants, dates of return, and review action. Copies of the log are for internal management of documentation and may be furnished to the city and Contractor weekly to ensure records for all parties are consistent.
- ii. Wilson Engineers must receive, review, evaluate, and respond to any Contractor Shop Drawing submittals, samples, test results, and other data which Contractor is required to submit. Consultant assumes seventy (70) submittals, with 50% requiring re-submittal and a second review, for a total of **105** submittals.

E. Task 2.5 Requests for Proposal (RFP)

- i. Wilson Engineers must prepare Requests for Proposal (RFP) documents detailing requested additional work tasks; review and evaluate Contractor RFP responses (cost derivation) with approval recommendations; and prepare and maintain a log of all RFPs. Consultant assumes **15** RFPs.

F. Task 2.6 Field Directives (FD's)

- i. Wilson Engineers must prepare Field Directive (FD) documents detailing requested additional work tasks; review and evaluate Contractor FD responses with approval recommendations; and prepare and maintain a log of all FDs. Consultant assumes **15** FD's.

G. Task 2.7 Contractor Payment Applications

- i. Wilson Engineers will review and provide comments for the preliminary and final schedule of values (SOV) submitted by the Contractor for compliance with the contract documents and to ensure it includes an appropriate amount of detail to be used for monthly billing purposes.
- ii. Wilson Engineers must review and evaluate Contractor monthly payment applications and make recommendations for payment; maintain a weekly record of constructed pay quantities and compile monthly totals; and coordinate payment application with the city quantity report and the inspectors' daily logs. Consultant assumes a maximum of **18** payment applications, with **2** reviews each.

H. Task 2.8 Manufacturer Operation and Maintenance Manuals

- i. Wilson Engineers will review, evaluate, and respond to any Operation and Maintenance Manuals submitted by the Contractor. It is expected that the Contractor will furnish manufacturer's manuals for stop logs, lifting beam assembly, and davit crane prior to installation of the respective equipment. A list of manufacturer operation and maintenance manuals will be maintained by the ENGINEER as the information is submitted by the Contractor.
 1. Consultant assumes three **(3)** O&M's will be required

3. CONSTRUCTION INSPECTION

A. Task 3.1 Inspection Services (Wilson staff)

- i. The Wilson construction management staff will maintain a presence at the Project site with sufficient frequency to be knowledgeable about the progress and quality of the work to:
 - A) Conduct on-site inspections of the work in progress to assist the engineer in determining if the work is proceeding in accordance with the construction documents and that completed work conforms to the construction documents.
 - B) Report to the engineer and City of Chandler Construction Manager whenever it is believed that any work is unsatisfactory, faulty, or defective, or does not conform to the construction documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment; and advise the engineer when it is believed work should be corrected or rejected or should be uncovered for inspection, or requires special testing, inspection or approval.
 - C) Verify that tests, equipment, and systems start-up and operating and maintenance instructions are conducted as required by the construction documents and in the presence of the required personnel, and that Contractor maintains adequate records thereof; inspect, record and report to the engineer appropriate details relative to the test procedures and start-ups. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections, and report to the engineer.
 - D) Coordinate with subconsultant for NACE inspections required to be performed on coatings for manholes, junction structures, and any miscellaneous areas required coatings.
 - E) Prepare daily reports recording Contractor's work performed on the job site. Daily reports to include information such as photos of the work, general weather conditions, location and description of work being performed, approximate quantities completed, a list of Contractor's daily workforce onsite, subcontractors on site, major construction equipment observed to be on site, data relative to

questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, decisions, inspections in general, and specific inspections in detail as to inspecting test procedures.

- ii. Wilson Engineers must provide construction inspections to verify materials and installations conform to construction documents; prepare daily inspection reports documenting Contractor construction activities and progress during field inspection visits; and perform intermittent erosion control inspections.
 - 1. Consultant assumes 1 civil inspector full time 50 hours per week for 18 months. Additional CM and design staff will be provided to support inspection needs as required.
- iii. Wilson Engineers will provide special inspections as required for structural work performed on the project. Inspections and structural observations will be in accordance with the International Building Code (IBC). Certified Welding Inspections (CWI) will be provided in accordance with American Welding Society (AWS)
 - 1. Consultant assumes 1 special structural special inspector part time for 4 months.
- iv. Wilson Engineers will perform inspections and observe CIPP lining operation to include preparatory work, verify proper materials, observe installation process to verify adherence to manufacturer guidelines, inspect integrity and uniformity of the lining.
 - 1. Consultant assumes 1 NASSCO certified CIPP lining inspector full time 50 hours per week for 4 months. Additional CM and design staff will be provided to support CIPP lining inspection needs as required.
- v. Overtime, standard rate, 1½ time, etc. included for weekend/night work.
- vi. Landscape/Irrigation inspection services included here. (South side trees)

B. Task 3.2 Jack & Bore Inspection Services (Wilson staff)

- i. It is anticipated that TBM will be utilized for the jack and bore to accomplish the scope and is dependent on the selected subcontractor. Depending on the Acceptance of the Jack & Bore procedures, there are items that will need to be verified throughout the process:
 - 1. Layout and verification of the Jack & Bore pits locations based on the approved method and design drawings.
 - 2. Observations of the bore progress for alignment and grade will need to be performed to confirm that all existing utilities are not being jeopardized due to creep during the Jack & Bore progress.
 - 3. Inspections for all field welding of casing pipe sections prior to jacking that section of pipe. Confirm that welders have proper certifications and procedures for casing pipe welding.
 - 4. Once Jack & Bore is complete, all final verifications of the casing alignment and grade will be confirmed and documented prior to carrier pipe being installed.

5. Observation of carrier pipe installation to confirm all skids/supports are installed correctly and not damaged during installation into casing.
 6. Witness and document all final pressure/vacuum testing on the carrier pipe.
 7. Witness and document bulkhead installations to confirm it adheres to approved standards.
 8. Witness and document all annular space void filling and confirm that all void areas have been filled per the approved project documents.
 9. Daily Reports will be provided when Jack & Bore inspection services are performed.
- ii. Wilson assumes 1 Jack and Bore special inspector full time for 24 weeks. Additional CM and design staff will be provided to support Jack and Bore inspection needs as required.

C. Task 3.3 FRP Inspection Services (Wilson staff)

- i. Perform inspections on manholes that are to be FRP lined.
 1. Perform pre-installation review and visual inspection to verify all preparatory work meets specified standards.
 2. Ensure that FRP coatings comply with project specifications and quality requirements.
 3. Observe FRP application process and testing performed by Contractor in accordance with the specifications and to confirm adherence to manufacture guidelines. Provide daily reports when FRP lining is inspected.
 4. Coordinate with NACE III subconsultant for additional inspections as necessary.
- ii. Wilson assumes 1 FRP lining inspector part time for 16 weeks.

D. Task 3.4 Project Closeout

- i. Wilson Engineers must compile non-conformance list prior to Substantial Completion; schedule and conduct Substantial Completion inspection; prepare Substantial Completion punch list generated from Substantial Completion inspection; track items on punch list and note completed items; and complete and distribute Substantial Completion certificates.
- ii. Wilson Engineers must schedule and conduct Final Completion inspection; and complete and distribute Final Completion certificates.
- iii. Wilson Engineers must provide all documents in an electronic version that matches the city's filing system, so it can be imported into city's files.
 1. The project documents shall include, but is not all inclusive, the following documents, organized by folders on approved electronic media:
 - a. General Correspondence
 - b. Test Results
 - i. Equipment (pumps, motors, etc.)

- ii. Electrical/I&C
 - iii. Bacteriological
 - iv. Asphalt
 - v. Concrete
 - vi. Compaction
 - vii. Pressure
 - viii. Leak
 - ix. Continuity
 - x. Adhesion/Bond
 - xi. Coating Thickness
 - c. Field Directives (FD)
 - d. Change Orders
 - e. Approved Submittals and Final Shop Drawings
 - f. RFIs
 - g. Green Tags/Permits/ATC/AOC
 - h. Photos
 - i. Pre and post inspection video
 - j. Schedules
 - k. Public Outreach
 - l. Warranties
 - m. Operation and Maintenance Manuals
 - n. Daily Reports
 - o. Meeting Minutes
- iv. Wilson Engineers must participate in a meeting with city staff to review request for information log to discuss lessons learned during construction.

4. UTILITY COORDINATION

A. Task 4.1 Utility Coordination

- i. Wilson Engineers must complete the Approval of Construction (AOC) application and all other necessary documents to obtain MCESD AOC approval.
- ii. Wilson Engineers must coordinate with Utility companies (ADOT and SRP) during construction. Wilson will also coordinate with and assist Public Outreach firm to keep utility stakeholders informed of the project status.

5. MATERIALS TESTING

A. Task 5.1 Verify Quality Control (QC) Test Program

- i. Wilson Engineers must review and verify Contractor's Quality Control material test type and frequencies to ensure they are consistent with city and MAG specifications; review and evaluate Contractor's QC test schedule and provide recommendations on acceptance; and review and evaluate all Contractor sampling, test, and inspection results for conformance with construction documents. Testing will be performed as follows:

1. Soils Testing
2. Concrete placements
3. Manhole Testing
4. Additional Testing (as required)

6. RECORD DRAWINGS

A. Task 6.1 Record Drawings

- i. Wilson Engineers must review and monitor Contractor's updates on red line drawing set. Wilson Engineers will meet monthly with the CMAR Contractor.
- ii. Wilson Engineers must transfer red-line comments to city's construction plans to create record drawings.
- iii. Wilson Engineers must provide resident engineer stamp/certification on record drawings sheets. Ensure all required signatures on the cover sheet.
- iv. Wilson Engineers must provide and deliver record drawings in digital pdf format to the city's construction manager as required for as-built submittal process 30 days after the contractor provides final approved redline drawing documents and information.
- v. Record drawings will be provided in CADD and pdf format.
 1. One 11 x 17 hard copy of drawings

7. ASSET MANAGEMENT UPDATE

A. Task 7.1 Update Asset Spreadsheet

Wilson will prepare an Excel file as-built spreadsheet showing pipes and manholes rehabilitated, including EID and rehabilitation completed during construction and provide a copy to the city's construction manager 30 days after substantial completion.

8. ALLOWANCES:

Allowance No. 1 - NACE III Coatings Inspections (RFI Consultants)

Wilson Engineers will retain a NACE Coatings Inspection firm to provide 3rd Party inspection of coatings for manholes, concrete junction structures, and miscellaneous areas requiring coatings as needed.

Allowance No. 2 - Reimbursables

Reimbursable expenses have been identified for this assignment as follows:

1. Mail and Courier
2. Reproduction
3. Scanning/Digitizing
4. Special Meeting/Presentation
5. Survey Subconsultant invoices

Allowance No. 3 - Owner's Allowance

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

1. Application fees for city reviews and permits will be paid by city.
2. The Owner's Allowance will only be utilized with prior written approval from the city representative.
3. The Direct Expense Allowance will be used for normal reimbursable expenses on the project. Items must be billed at cost and backup must be provided with pay applications.

**EXHIBIT “B”
COMPENSATION AND FEES**



1620 West Fountainhead Parkway, Suite 501
 Tempe, AZ 85282
 480-893-8860 | 480-893-8968 Fax
 Wilson-Engineers.com

EXHIBIT "B"
CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
FEE SCHEDULE

WW2402.451 - 101/202 Redundant 66-inch Sewer Line

(NOT TO EXCEED)

Task	Description	Cost
1	PRE-CONSTRUCTION ASSISTANCE	
1.1	Pre-Construction Assistance	\$ 22,300.00
1.2	Supplementary Survey / Pecos Diversion Structure Rehabilitation Design	\$ 35,090.00
SUBTOTAL TASK 1:		\$ 57,390.00
2	CONSTRUCTION MANAGEMENT	
2.1	Construction Meetings	\$ 213,140.00
2.2	CPM Schedule	\$ 54,515.00
2.3	Requests for Information (RFI)	\$ 46,380.00
2.4	Shop Drawing Submittals	\$ 94,380.00
2.5	Requests for Proposal (RFP)	\$ 25,780.00
2.6	Field Directive (FD)	\$ 47,460.00
2.7	Contractor Payment Applications	\$ 40,660.00
2.8	Manufacturer's Operation and Maintenance Manuals (O&Ms)	\$ 2,760.00
SUBTOTAL TASK 2:		\$ 525,075.00
3	CONSTRUCTION INSPECTION	
3.1	Inspection Services (Civil, CIPP, CWI, and Spec. Struct. Insp)	\$ 1,231,740.00
3.2	Jack & Bore Inspection Services	\$ 278,400.00
3.3	FRP Lining Inspection	\$ 34,480.00
3.4.1	Substantial / Final Completion	\$ 13,920.00
3.4.2	Project Documentation / Closeout	\$ 19,590.00
3.4.3	Lessons Learned	\$ 6,870.00
SUBTOTAL TASK 3:		\$ 1,585,000.00



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4	UTILITY COORDINATION	
4.1	AOC Application to MCESD	\$ 5,250.00
4.2	Coordination with Utility Representatives (SRP / ADOT)	\$ 29,440.00
SUBTOTAL TASK 4:		\$ 34,690.00
5	MATERIALS TESTING	
5.1	Verify Contractor's Materials Testing (QC) Program	\$ 14,680.00
5.2	Review Contractor's QC Test Results	\$ 15,160.00
SUBTOTAL TASK 5:		\$ 29,840.00
6	RECORD DRAWINGS	
6.1	Review / Verify Contractor Redlines	\$ 19,130.00
6.2	Record Drawings	\$ 25,180.00
SUBTOTAL TASK 6:		\$ 44,310.00
7	ASSET MANAGEMENT UPDATE	
7.1	Update CMMS	\$ 3,360.00
SUBTOTAL TASK 7:		\$ 3,360.00
ALLOWANCES		
	NACE III Inspections Allowance	\$ 25,200.00
	Direct Expense Allowance	\$ 10,000.00
	Owner's Allowance	\$ 100,000.00
SUBTOTAL ALLOWANCES:		\$ 135,200.00
PROJECT TOTAL:		\$ 2,414,865.00

EXHIBIT "B"
CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
101 / 202 REDUNDANT 66-INCH SEWER LINE
FEE SCHEDULE

TASK No.		Principal	Sr Const Mgr/Sr. Elect PM	Sr PM / Civil / Struct	Const. PM	Sr. Engineer / RPR	Project Engineer	Sr. Insp / Spec Insp	Senior CADD Tech	Senior Admin	<PROJECT ROLE
		Phil Noonan	David Markert / Dave Corrie / Jaco Kruger	Chris Yarn	Jeff Johannes	Harsha Sharma	Santos Reyes / Megan South / Preston Lohr	Kristen Bowers/ Paul Cooper / Amelia Fuller	Kam Casey / Amber Andrade	Brandy Nixon	<NAME OF PERSON
		\$280	\$260	\$240	\$225	\$200	\$160	\$160	\$135	\$115	<HOURLY RATES
TASK DESCRIPTION											TOTAL HOURS PER TASK
1.0 Preconstruction Assistance		4	20	4	60	90	56	8	62	0	304
1.1	Preconstruction Assistance	2	16	4	60	6	4	8	0	0	100
1.2	Supplementary Survey / Pecos Diversion Structure Rehab Design	2	4	0	0	84	52	0	62	0	204
2.0 Construction Management		78	246	160	739	493	589	100	46	170	2621
2.1	Conduct Construction Meetings	32	170	98	348	198	96	20	0	0	962
2.2	Review Contractors CPM Schedule, Updates, Look Ahead	4	20	6	179	18	0	18	0	0	245
2.3	Request for Information (RFIs)	10	8	16	10	75	105	6	6	16	252
2.4	Shop Drawing Submittals	20	12	24	24	100	240	0	0	140	560
2.5	Request for Proposals (RFP)	8	8	4	40	20	40	4	0	4	128
2.6	Field Directives (FD)	4	8	12	20	60	100	16	40	8	268
2.7	Contractor Payment Applications	0	20	0	116	18	0	36	0	0	190
2.8	Manufacturer's Operation and Maintenance Manuals (O&Ms)	0	0	0	2	4	8	0	0	2	16
3.0 Construction Inspection		29	458	75	996	426	611	6446	0	12	9053
3.1	Construction Inspection, CWI, CIPP lining, and Struct. Special Inspection	24	352	72	844	322	367	5020	0	0	7001
3.2	Jack and Bore Inspection	4	96	0	96	72	152	1200	0	0	1620
3.3	FRP Lining Inspection	0	4	0	0	4	12	192	0	0	212
3.4.1	Substantial Completion / Final Completion / Punch List	0	2	0	24	8	24	16	0	0	74
3.4.2	Project Documentation / Closeout	0	2	2	26	12	40	16	0	12	110
3.4.3	Lessons Learned	1	2	1	6	8	16	2	0	0	36
4.0 Utility Coordination		2	8	0	50	24	80	20	0	0	184
4.1.1	AOC Applications to MCESD	0	0	0	2	8	16	4	0	0	30
4.1.2	Coordinate Utility Representatives (SRP and ADOT)	2	8	0	48	16	64	16	0	0	154
5.0 Materials Testing and Quality Assurance (QA)		2	8	6	32	16	32	64	0	0	160
5.1.1	Verify Contractor's Material Test type and Frequency Meet Requirements	1	4	2	16	8	16	32	0	0	79
5.1.2	Review Contractor's QC Test Schedule, Samples, Test Results	1	4	4	16	8	16	32	0	0	81
6.0 Record Drawings		0	4	4	22	24	50	86	80	0	270
6.1.1	Review and Monitor Contractor Redlines	0	2	2	18	0	10	78	0	0	110
6.1.2	Prepare Record Drawings / Certification / Turnover	0	2	2	4	24	40	8	80	0	160
7.0 Asset Management Update		0	0	0	0	4	16	0	0	0	20
7.1	Update Asset Spreadsheet	0	0	0	0	4	16	0	0	0	20
TOTAL HOURS		115	744	249	1899	1077	1434	6724	188	182	12612

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

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.

RFI CONSULTANTS LLC

NACE Certified Coating Inspectors & Protective Coatings Specialists
Veteran Owned & Operated

June 12, 2025

To,
David Markert
Construction Project Director
Wilson Engineers
1620 W. Fountainhead Pkwy, Suite 501
Tempe, AZ 85282

From:
RFI Consultants LLC
2225 West Speer Trail
Phoenix AZ 85086

Sub: City of Chandler - Loop 101 and 202 Freeway 66-inch Redundant Sewer Project
Proposal for Coating Inspection Services

David,:

RFI Consultants LLC is pleased to provide a proposal for coating inspection services for the above Subject. Inspection procedures of the concrete sanitary sewer manholes shall be tested and inspected in accordance with all applicable technical bulletins or instructions, SSPC SP-13/NACE No.6 "Surface Preparation of Concrete", and manufacturer's recommendation to meet its expected service life. All manholes shall be clean, dry, and free of sewage and debris during all inspections. The projected scope of services and fees including expenses associated with the project are attached below. If the projected scope of services or fees exceed what is estimated, the client will need to provide RFI Consultants written authorization to continue.

Tasks:

- 1. Replacement of Existing Manholes with New Polymer Concrete Manholes or Inserts - Installation of fiberglass reinforcement mat system to overlap and Terminate in the CIPP Lining in the manholes**
- 2. Cast-in-Place Structure - Installation of PVC Armorlok (aka T-Lock)**

Inspections:

1) Surface Preparation: Visually inspect that the surface preparation conforms to the standard required either by the specification and/or the coating manufactures requirements., normally SSPC -SP 13/NACE 6 (Surface Preparation of Concrete). This includes checking that the correct CSP requirement has been achieved, the substrate is sound, pH readings if needed, checking for cracks, exposed rebar or any other possible discrepancies that could prevent optimum adhesion of the lining system to the substrate.

2) Underlayment / Cementitious Surfacers (If required) If an underlayment / cementitious surfacer has been applied, RFI will inspect for soundness, cracking, or any other discrepancies that could result in premature failure of the applied lining system.

3) Finish coat application w/holiday testing: Visually inspect for any coating discrepancies and holiday test according to NACE SP-188 (Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates) for any discontinuities that could compromise the long-term protection and performance of the applied lining system.

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Veteran Owned & Operated

4) Re-holiday test (if required) Should any discrepancies be located in action item #3, RFI will visually re-inspect and re-test any discrepancies that had to be corrected to insure compliance.

Inspection Rate:

\$700.00 per inspection (15 manholes approximately 2 inspections per manholes = \$21,000.00)

\$700.00 per inspection (1 Cast-in-Place Structure approximately 6 inspection = \$4,200.00)

Notes:

- Minimum 48 hours notice for all inspections.
- Responsibilities for cleaning out of the infrastructure for assessment to be provided by others
- Responsibilities for accessibility, confine space entry and exit, equipment, permits and all other related confine space procedures to be provided by others.
- RFI will provide our own safety harnesses, PPE clothing, respirators, monitors etc as required.

We appreciate the opportunity to be of service and looking forward to working on the project. If you have any questions, please do not hesitate to call us at 480-560-7182 or send us an e-mail at eric_rfi@yahoo.com

Respectfully Submitted

Eric Brackman

Eric Brackman

Managing Member

RFI Consultants LLC

NACE CIP & PCS Lead Instructor

NACE CCI Level 3 w/ Bridge #14458

NACE PCS #14458

NASSCO Manhole Rehab Inspector

Armorlok PVC Protective Lining Inspector

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Craig Ramsey P.E.
Wilson Engineers
1620 W. Fountainhead Pkwy, Ste. 501
Tempe, AZ 85282

Re: Chandler Infrastructure

Mr. Ramsey:

RFI Consultants LLC was asked to provide our some background of our inspection services for installations of GFRP systems for the City of Chandler as well as one project for the City of Avondale where the GFRP manhole work was first completed by JPCI Services.

- Chandler Sewer Lift Station Coating Assessment 2019 - Subcontracted by Jacobs
- Chandler Airport WRF Headworks Assessment 2022 - Subcontracted by City of Chandler - John Ardans
- Chandler Airport WRF Headworks Rehabilitation 2023/24 - Subcontracted by City of Chandler - John Ardans
- Chandler Airport WRF Membrane Trains/ CIP Tank and Chemical Containment Areas 2023/24 - Subcontracted by Wilson
- Chandler Sewer LS Rehabilitation Project WW2106.401 - Subcontracted by MGC
- Avondale GFRP Manholes 2024 - Subcontracted by Dibble

Respectfully Submitted

Eric Brackman

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NACE CIP & PCS Lead Instructor
NACE CCI Level 3 w/Bridge #14458
NACE PCS #14458
NASSCO Manhole Rehab Inspector
ArmorLok PVC Protective Lining Inspector

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A